

The Camden Confederate.

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The Camden Confederate,

AT THREE DOLLARS A YEAR,
PAYABLE INVARIABLY HALF-YEARLY IN ADVANCE

Terms for Advertising:

For one Square—fourteen lines or less—ONE DOLLAR AND TWENTY-FIVE CENTS for each insertion.

OBITUARY NOTICES, exceeding one Square, charged to at advertising rates.

Transient Advertisements and Job Work MUST BE PAID FOR IN ADVANCE.

No deduction made, except to our regular advertising patrons.

J. T. HERSHMAN, Editor.

FRIDAY, MAY 1, 1863.

Sheets for the Manufacture of Cotton Cards.

If our enterprising citizens who are engaged in running the blockade, would import sheeting used in the manufacture of cotton cards, they would confer a blessing, and one affecting the welfare of the mass of our people, infinitely beyond that received from all the "assorted cargoes" yet arrived.

Tableaux Vivant.

The young ladies of Camden and vicinity propose a series of Tableaux this evening, for the benefit of the soldiers. The object is one that commends itself to every mind—whilst the manner of celebrating the immemorial festival of May Day is such as befits our present circumstances.

Conscripts.

The following is a statement of the conscripts enrolled in Kershaw District, and the disposition made of them:

Total number enrolled,	163
Exempt by law,	82
Accepted by Surgeon,	33
Rejected by Surgeon,	48

Captain E. B. CANTER, the enrolling officer of the District, has executed his task with fidelity to the government, and with urbanity and consideration towards those coming under his jurisdiction. Surgeon DANIELLY, by his polite quiet demeanor, his business-like directness and perfect impartiality has well and acceptably performed his part of the rather ungracious duty of conscription.

Merrimac.

"I am nothing, if not critical."

It is pleasant to turn for a moment from gazing at the gigantic and thrilling drama of war—whose stage extends from the Chesapeake to the Rio Grande, whose curtain is the sulphurous smoke of battle, whose music is the loud cannon and rattling musketry—to contemplate the quiet and pleasant field of fiction; and to listen to the voice of criticism in elucidation of its mysteries, in praise of its beauties, in recommendation of its utility. It makes us long for the days of peace, when the crabbled professors of strategy and international law and the learned doctors of taxation, finance and kindred thorny subjects, will descend from the critic's chair, and give place to the sweet toned accents of the accomplished Belles Lettres lecturer. A *morceau* of this now rare luxury—a rose in December—we are pleased to offer to our readers this week. Recommending it, however, on account of its elementary character, not so much to the admirers of the Merchant of Venice as to our young friends, who contemplate an acquaintance with that much admired play. We could no where lay our hands upon so compendious a description of the central character in it—the celebrated Jew. For the further information of any such tyro, we would state that it is the decided opinion of the most acute critics and learned commentators upon this author, that Shylock was a creditor of Antonio—that he held the bond of his debtor—that he attempted to enforce his contract in a most unusual and unconscionable manner. And we would also state to our young friends that it is not uncommon to denominate as Shylocks, those creditors (the term would be inapplicable to other persons) who, for their own gratification (whether by the way of revenge, money-making or money saving) demand from their debtors the performance of the very letter of their contract, even though such performance should involve the cruel and unnecessary destruction of the debtor or ruin of the State. We would impress upon their minds that it is not so much the fact that he was an "intense Hebrew"—a hater of pork—a broker, and revengeful; it was not one nor all of these that raised him to the "bad eminence" of becoming a type of a certain class of creditors. There are those who eat pork and who follow other callings than that of the broker, who yet resemble him in their disposition to take advantage of the very letter of the law, let the consequences be what they may, and who, though they demand not the "pound of flesh," require the specie to pay their debts, though every man is as unable to furnish it as poor Antonio to produce the ducats he owed.

By the way we would rescue the reputation of the stately and generous merchant from the imputation of being *faul*, (unless the term is applicable to every borrower of money for any purpose whatever)

which is a "confusion of persons and ideas essentially, unlike," and which we did not expect from the acumen and discrimination of "Merrimac," whose test of these qualities (if there is any force in frequent quotation) must consist in distinguishing a "hawk from a hand-saw."

And then as to the oft-recurring "egg" illustration—"Then why is your man so pertinacious in trying to transfer his eggs to the account of his creditor, who lent him good eggs years ago? Why does he stir up this 'unseemly squabble'? Can it be because he thinks his eggs are unsound and would like to get rid of them as sound?" Let all men judge who first stirred up the squabble, and who first implied, by their conduct, unsoundness. The payment of debts is and has been, according to the abundance or scarcity of money, more or less of daily occurrence. Nor is this done nor has it been done always in specie or notes convertible into specie. Debts were paid in 1857-8 in the notes of suspended banks, and the creditors were glad to receive them, though such notes were not specie nor convertible into it. Why were creditors willing to receive what was "confessedly not money" in payment of a specie debt? Because they believed in the ultimate solvency and good faith of the Banks of this State, whose bills were tendered them. Twelve months ago—six months ago, nay, as far as we are aware to the contrary, up to within a month ago this process of paying debts in the ordinary currency of the country was uninterruptedly carried on. The debtor glad to be able to pay, and the creditor willing to receive Treasury Notes. But objections have lately been raised to the continuance of a practice, uninterrupted before, in the whole history of the community, viz: the practice of receiving the ordinary currency of the country in payment of debts. And it lies upon the part of the objectors to assign some satisfactory reason for a proceeding so extraordinary. Their refusal to continue a course of conduct which had universally prevailed heretofore, raised the squabble. The creditors commenced it. And as currency, both State and Confederate, which "confessedly is not money," has been received in payment of specie debts until very recently, this novel and unlooked-for refusal is calculated to produce alarm and inflict injury. Why were the bills of suspended banks received in payment of debts? Because the solvency and good faith of these institutions were implicitly believed in. Why are Treasury notes now refused? Is it not because "there is such a thing as repudiation of debts by individuals and governments—such a thing as scaling them—such a thing as refusal to pay interest on them promptly?" We are forced to believe from the conduct of "my man" that he has very serious doubts upon the subject of Confederate ability and good faith in this regard.

We deprecate the whole of this discussion. The idea of repudiation should no more be entertained and discussed, than the idea of subjugation. We know the latter never will be our fate—why this uneasiness and restlessness in regard to the other? Let Treasury Notes be received, as they have been up to this time.

CARD.

Having heard various reports connecting us with the manufacture and sale of sixteen barrels of whiskey, delivered in Columbia, about the 20th day of March last, said to be marked "Terebene Oil," and seized by the Medical Purveyor, Dr. J. J. Chisholm, for the Confederate States of America—we have examined, by permission of Dr. J. J. Chisholm, those barrels, and find no such mark or marks upon them. We therefore beg suspension of public opinion until the case is heard before the court. We shall, in proper time, substantiate to the satisfaction of at least unprejudiced minds, that we have not and never did have any connection with any person or persons, directly or indirectly, in the manufacture or sale of whiskey, or in any other way. We therefore pronounce the above assertions false and malicious.

HOCOTT & SUTHERLAND.

CAMDEN, April 25, 1863.

SOUTH CAROLINA, RICHLAND DISTRICT.

Personally appeared Phineas F. Frazer before me, and makes oath that the sixteen barrels of whiskey seized by Dr. J. J. Chisholm, Medical Purveyor for Confederate States of America, were not marked or labelled "Terebene Oil," but appear to be what are known as cogniac brandy barrels. This deponent does not know D. D. Hocott or J. F. Sutherland, either personally, directly or indirectly, or in anywise connected with the sale or purchase of the said whiskey.

PHINEAS F. FRAZER.

Sworn to before me, this 22d April, 1863.

A. G. BASKIN, C. C. P. & G. S.

LINCOLN'S LATE VISIT TO HOOKER'S ARMY.—The Richmond *Examiner* has learned, from good authority, that Lincoln's late visit to the Army of the Rappahannock was for the purpose of inducing the soldiers whose terms of enlistment are about to expire, to re-enlist. Old Abe made speeches without number, and whisky flowed like water, until the whole army got drunk; but for all that, the men would not re-enlist. In view of this state of affairs, the *Examiner* is hopeful and jubilant exceedingly.

[FOR THE CAMDEN CONFEDERATE.]

MR. EDITOR: However *mal appropos* your citation from Shakespeare, yet if it proves that you have taken to the study of that great author, in real earnest, I auger good to come of it. If you will read and inwardly digest the thoughts of Shakespeare, he will teach you to observe the injunction I gave in the outset, *ie*, to avoid confounding things, or persons, or ideas, essentially unlike; in fact he will teach you to distinguish "a hawk from a hand-saw."

I am obliged to pronounce, that your proficiency, thus far, in studying the "great delineator" is not satisfactory. Shylock, you say, is a well-known prototype, and drawn by a master hand. Agreed, say I. But a prototype of whom? That is a question that draws upon your powers of discrimination, and "delineation," if you please. He is the prototype of nobody I have spoken of, or mean to speak of. Consider and read:

Shylock represents an intense Hebrew—a genuine and implacable hater of such persons as you are, Mr. Editor, (and I hope I am) that is, "a pork eating Christian," (though God knows the pork, if not the Christian, is scarce enough now.) He was an unsparring usurer—an enthusiastic admirer of the morality current between Jacob and Laban, (somewhat like the jugglery of this happy day,) a sharp broker, who paced the Rialto to catch such fast young men as Antonio and his cronies, the owners of Argosies and hunters of Heiresses. He received their sneers, their kicks and their cuffs, and became their sleepless and revengeful enemy. He even joined them at supper, consented to smell their pork, "in hate" (says he,) "to feed upon the prodigal Christian." The fast young men were resolved on his ducats, and for security, the celebrated "pound of flesh," was pledged or mortgaged. Shylock meant to humble the King of the Exchange, the shipnabob of Venice, (the chief runner of the blockade for ought I know,) and he demanded, from deliberate hate and revenge generated by personal insults, reinforced by Theological odium, and the hereditary and exaggerated resentment of his race, the execution of his contract in its *penal* part, even in lieu of his ducats; thus showing how strong is revenge in such a character, even when in conflict with the Ducat of Venice, or the almighty dollar of our regions.

Now, please show where there is, in the creditor I have spoken of, a single characteristic that draws him into the likeness of Shylock—that standard which your Belles Lettres reading has supplied?

My man has not sought out the fast young men of the Rialto—has no special or general hatred of the "pork-eating christian"—no revenge towards his debtor, theological, personal, national, or otherwise—demands neither ducat, dollar, nor pound of flesh, not even a pound of his debtors ox or hog, tainted or fresh—demands nothing, "nominated in the bond," or not nominated—demands not even the eggs, though ever so fresh or addled, which his Antonio has in the common basket—nor is there any shrewd Daniel come to judgment, to render to *my man* any right, or any redress whatsoever. Have we not a stop-law?

I wait for you to trace the likeness between *your man*, the corn and bacon seller, and that other character drawn by the "master hand," I mean that Venetian debtor, the gentle and chivalric Antonio. If you can show the relation of type and prototype between them, then, I shall proceed to refresh my views of the "Merchant of Venice." Certainly there was a court open to Shylock, and it pretended to give him his strict right. Revenge led him to over-reach himself by an impracticable mortgage—and yet the court tried to pay a decent respect to the terms of the contract. Oh! what a relief to the travail of that remarkable tribunal, if it could have known the equality of Venetian Treasury Notes, when to be paid by a debtor, and only then, with ducats!

All our eggs are in the same basket, are they? I think so—and I have a strong belief that they will not all be broken. Then why is *your man* so pertinacious in trying to transfer his eggs to the account of his creditor, who lent him good eggs years ago? Why does he stir up this "unseemly squabble"? Can it be because he thinks his eggs are unsound, and would like to get rid of them as sound? Why not take the venture of his eggs, sound or unsound, in the Confederate basket? Why did he not let his creditor have his eggs at a fair price when he knew they were sound?

Why has *your man* such a fresh born zeal to pay his debt now? Why was he so torpid years ago? Here's the rub; answer; and answer from your conscience and knowledge; and not from a very careless reading of Shakespeare.

Your notion of Shylock leads you to sneer at the idea that attributes sacredness to the obligation of contracts; I mean fair contracts; contracts, made under no duress, and no circumvention, and therefore, requiring none of that "special pleading," which you attribute to me; though, I confess, I don't know what you mean by special pleading, as contradistinguished from any other pleading. You know I am no lawyer; and all I know about the science of pleading, as understood by lawyers, is what I have heard them say—to-wit: that it is a science based on the closest logic; an infallible means of sifting grains of wheat from bushels of chaff; a certain delineator of a precise proposition; and a total foe and exterminator of confusion of ideas, things or persons; that horrible sin of loose thinkers, writers, preachers and printers.

But to return to the idea that concerns the obligation of contracts, and Shylock's connection therewith: "Render unto Caesar the things that are Caesars." Did Shylock invent that injunction? No State shall pass any Bill of attainder, *ex post facto* law, or law impairing the obligation of contracts." Is that language invented by Shylock, or whose language is it? If the corn and bacon seller, or if any debtor may violate the obligation of contracts, by omission or commission, whenever he finds his gain in such violation, in one mode or the other, and skulk under the flag of patriotism, or Shakespeare, or the Scriptures as a guise—then we had better remove the above cited restraint on State power, and allow the Legislature to prescribe, when, where, and by whom, that delightfully, moral, religious and patriotic exercise shall be indulged, viz: violation of the obligation of contracts by debtors, for their own advantage—to define who is Shylock, and how he shall be punished.

If you be yet blind to the difference between "a hawk and a hand saw," between "a weazel and a whale," (pardon me for drawing an idea and a word from Shakespeare,) why then, I fear, I may be driven

to a still higher authority than the Bard of Avon, and exclaim,

"Ephraim is given to his idols; let him alone!"

But before pronouncing such a sentence, I invoke again solid reasoning upon a real case, not windy declamation—any sort of pleading, special, general or any other sort, that shall eliminate the very truth, and not a vain or mischievous and delusive fiction. More anon. MERRIMAC.

[FOR THE CAMDEN CONFEDERATE.]

MR. EDITOR: I have not the remotest idea of becoming a party to the controversy now going on between yourself and your correspondent "Merrimac;" but there is a single remark made by your correspondent which is calculated to excite deep and anxious inquiry in the public mind. I will quote the whole paragraph in which the remark occurs, that its force and connection may be better understood:

"Instances of this mischievous error are found in many quarters—in legislative halls and in your columns, where the seller, or possessor of the necessities of life for people and armies, the extortioner, the speculator, the enemies of the cause and country who refuse the Treasury Notes, or hold back their surplus, because they distrust that currency, or mean to force famine prices still higher, are all blended in the same category with the creditor, who lent his coin, who has patiently waited, who asks no payment, but simply declines to receive what he never lent; what, confessedly, is not money; and what will pay no more than one-fourth of his debt."

This remark shows first, that there is such a thing as money, and second, that Confederate notes are not money. Such an announcement as this naturally creates alarm in the public mind, and properly excites the spirit of earnest inquiry into the facts of the case.

The first inquiry is, what is money? "Merrimac" has evidently taken the legal tender *only* as money. That the legal tender of a country is money, there is no doubt whatever, but that there is other money than the legal tender, is equally free from doubt.

Money is a piece of gold, silver, copper, or paper, marked by government with certain insignia stamped or printed upon it, and used in payment for the purchase of produce and merchandize, and also for the payment of debts created by the previous purchase of these things, and for liabilities incurred by the borrowing of money.

The legal tender was enacted by government for the relief of debtors, and not a mere ketch for the benefit of creditors, which would evidently be the case, if nothing is money but "the legal tender." In the older countries of Europe, where, in the course of time the accumulation of money capital exceeded the objects of profitable investment, the rate of interest was naturally depreciated; the legal tender law became a public necessity, otherwise the debtor could never have relieved himself from his obligations, but would have been forced to loan his money, which he designed for the payment of his obligations, at a less rate of interest than he was paying, or to employ it in some other way, at a sacrifice.

In this country no such necessity, of anything like a public character, has ever existed. The legal tender law with us was purely imitative. It came to us from England, with many other laws both useful and useless. It did not have its origin in our real wants and necessities. Until England had paper money she had no legal tender law; but when her trade and commerce demanded more money to carry it on than the gold and silver mines could furnish, she instituted paper money. When paper money became common, and money capital had accumulated to an undue extent, the rate of interest depreciated, and money lenders became loath, and even refused to take money of any kind for the good interest paying notes, bonds and mortgages they held, to the manifest injury of the debtor. Then the legal tender became a necessity, and it was enacted that the debtor, by tendering certain coins bearing certain insignia, the creditor was obliged to take them in payment of the obligations he held, or his claim was forfeited. This had the desired effect; it raised the rate of interest, and restored things to their proper equilibrium. More recently a similar state of things arose, trade and commerce again increased; more paper money was required to meet its wants; money capital again increased unduly, and the rate of interest again fell; a new necessity arose, and was met by making the paper money notes of the Bank of England a legal tender, and again we see interest rise, and things restored to their proper relations.

With us, notwithstanding the remarkable facility with which paper money has been manufactured, since my earliest remembrance, and especially during the last thirty years, the almost unlimited property investments, with its continually advancing prices, and its profitable returns, have prevented an undue accumulation of money capital, kept the rate of interest up, and has heretofore rendered the "legal tender law," I may say, perfectly obsolete.

The cry has been universal with the creditor, pay me, pay me; and with the debtor, indulge me, indulge me. Now, from causes well understood, money is in excess of the objects of profitable investments, and for the first time in the history of our country, "the legal tender law" is becoming a necessity, and as that law, as it at present stands, only applies to the gold and silver coins of the United States, it is likely to prove rather an injury than a relief to the debtor, for whose benefit it evidently had its origin. For the creditor now to claim that the debtor shall pay him in nothing but "the legal tender" of the country or continue to pay former rates of interest against his will, is monstrous in the extreme, and a total perversion of the objects and origin of that law. There has been no time certainly in the last thirty years, out what the money of the country has exceeded that portion of it made "the legal tender," at least 15 or 20 to one, and it is upon such basis that all the indebtedness of the country has been created, and if the doctrine taught by the remark under review, that Confederate notes are confessedly not money, be persevered in, and obtain anything like general currency, then the government will have to follow the example of England, and extend the legal tender act, to its paper money issues, or a sufficient amount of it to secure relief to the debtor.

I would remark that I have not these various acts creating the legal tender before me, nor am I familiar with their phraseology, but that the origin and objects that I have attributed to them is correct, I think, can scarcely admit of doubt. *****