

RICHESON'S TRIAL JANUARY 15.

Pleas "Not Guilty," Court Dehying Requested Six Months' Delay.

Boston, Nov. 13.—The Rev. Clarence V. T. Richeson will be placed on trial on the charge of murdering Miss Avis Linnell January 15, 1912. This date was set late today, when Richeson was arraigned. Without emotion and in a clear voice the preacher pleaded "not guilty."

The date of January 15, proposed by District Attorney Pelletier, was strenuously opposed by W. A. Morse, the pastor's counsel. He declared the defendant's counsel had not been able to hold a meeting and asked a continuance for six months.

Escorted by a court officer, the accused minister came into court today appearing calm and confident. His month in jail had affected him but little. He showed no signs of nervousness and his plea of "not guilty" could be heard distinctly in all parts of the room.

Attorney General's Reply.

Office of Attorney General, Washington, D. C., Nov. 6, 1911.

The Hon. Wyatt Aiken, M. C., Abbeville, South Carolina—My Dear Sir: I have your favor of 31st ultimo. I quite agree with you on the general proposition that, if cornering a product which is dealt in in interstate commerce for the purpose of increasing its price, is illegal, similar cornering for the purpose of depressing its price is likewise illegal. The formation of a corner for the increasing price is easily understood. A number of men get together, and by their combined means or credit, buy up enough of the commodity to control the market, withhold it from sale until the demand for it forces the price to the point at which they are willing to let it go, and thereby impose upon the manufacturer, who must use the product, the burden of an artificial price.

It is not so clear by what process a "bear pool" is organized or conducted, and I have no evidence in this department of a tangible character which enables me to form the opinion that any designated individuals have combined to depress the price of cotton below its normal figure. Moreover, it is not quite clear in my mind how such a "bear pool" can operate to restrain interstate commerce. I suppose the method by which such a combination would operate would be to throw upon the market at a given time a quantity of a commodity in excess of the demand which would result in its being taken only at prices which the purchasers thought would enable them to resell at a profit.

I don't at all know what the practice is among the cotton growers in your State, for instance, respecting the sale of their product. When I last had occasion to examine the question, which was a few years ago, the crop was pretty generally sold to the cotton factors before it was picked, the price being based upon the prevailing price of the previous year, and increased or decreased according to the ratio between the crop produced in the country the preceding year and the estimated crop of the current year.

Generally speaking, I take it that the "bulls and bears" are the brokers who, on the cotton exchange, at a given

time, are seeking to increase and depress prices respectively. The "bears" are trying to beat down the prices in order to buy at a lower figure, and the "bulls" are trying to run prices up in order to sell at a higher figure.

The interests of the spinners would be, generally, with the "bears," and the interests of the factors, or cotton dealers be with the "bulls." A "bear" movement would be initiated if, for example, concerns dealing in cotton had borrowed very large on a close margin, and, for some reason or other, were compelled to sell for the purpose of meeting other loans, and a movement, once begun, toward the lowering of price, would be apt to gain headway because other people, having cotton on margin, would be fearful of greater loss if they waited until the price went lower, and so would rush into the market, determined to get rid of their product at a given time.

How a "bear pool" would operate, I confess I do not quite understand, nor do I know of the existence of any such pool. By pool I mean a group of men who, for the purpose of controlling the price of a commodity, in their own interest, buy a sufficiently large amount of the property to enable them to control the price in the market. I write, giving you just my impressions of the subject, because you may have fuller knowledge than I, and I should be very glad to have you give me any detailed information available to you going to show the existence and operation of any combination formed for the purpose of depressing the price of cotton.

In the proceeding against those engaged in the so-called "bull cotton pool" which the government brought a year or so ago, the United States circuit court in New York held that "corners" were illegal and immoral, but that a combination formed to corner and enhance the price of cotton did not operate in restraint of interstate commerce even though, as was alleged in the indictment, the necessary effect, as well as the intended purpose, of the combination was to increase the price which the spinners had to pay, and, as a matter of fact, by so increasing the price a large percentage of the spinners had refrained from manufacture and had thereby been restrained in commerce among the several States. An appeal from the judgment of the court, sustaining a demurrer to the essential counts of the indictment, has been argued in the supreme court of the United States and is now under consideration. If the court shall decide the essential question involved and not let the case go off on a technical matter of pleading, we may have some light which will be of aid in the enforcement of the law against other combinations of a like character. But, aside from that, my greatest difficulty I should have in dealing with the case you mention is what I have outlined above.

Very respectfully,
Geo. W. Wickersham,
Attorney General.

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STATE OF SOUTH CAROLINA, COUNTY OF NEWBERRY, COURT OF COMMON PLEAS.

Joseph L. Crooks, Plaintiff, against Jason Jones, Defendant.

By an order of the Court herein, I will sell to the highest bidder, before the court house at Newberry, S. C., within the legal hours of sale, on Monday, salesday, December 4, 1911, that lot of land lying in the Town of Newberry, in the section known as Graveltown, in the County of Newberry, State of South Carolina, containing one-fourth of an acre, more or less, bounded on the north by lot of Gilbert Pettus, on the east by Philip street, on the south by lot of Aurelia Lomax, and on the west by lot of Carrie Gamon, on the following terms, to wit: One-half of the purchase money to be paid in cash and the balance on a credit of twelve months, with interest from day of sale, the credit portion to be secured by a bond of the purchaser and a mortgage of the premises sold, with leave to the purchaser to anticipate payment; the bond and mortgage to provide for an attorney's fee of 10 per cent of the amount due, in case of same being collected by an attorney with or without suit. Purchaser to pay for papers and recording same. H. H. RIKARD, Master Newberry County, S. C.

STATE OF SOUTH CAROLINA, COUNTY OF NEWBERRY, COURT OF COMMON PLEAS.

Lucy W. Cannon, Plaintiff, against O. C. Leaphart, Mertie Leaphart, J. J. Langford and Sarah L. Foster, Defendants.

By virtue of an order of the Court herein, I will sell to the highest bidder, before the court house at Newberry, S. C., within the legal hours of sale, on the first Monday in December, 1911, same being salesday, and the 4th day of said month, the following described property to wit:

All that lot of land lying and being situate in the Town of Newberry, County of Newberry, State of South Carolina, containing one-third of an acre, more or less, and fronting on Nance street, 67 feet, and running back therefrom two hundred feet, and having a uniform width of 67 feet, and bounded on the north by lot of N. L. Leaphart, on the east by lot of Sallie H. F. Pope, on the south by lot of Thos. M. Sanders, and on the west by Nance street, the same being the lot conveyed to the said O. C. Leaphart by J. H. Clary by deed, dated November 1, 1907.

Terms of sale: One-half of the purchase price to be paid in cash, the balance on a credit of twelve months, the credit portion to be secured by a bond of the purchaser and a mortgage of the premises sold, said bond and mortgage to provide for interest at the rate of 8 per cent. per annum, and to contain a stipulation for the payment of 10 per cent. of the amount due thereon as attorney's fees, in case of collection by suit or foreclosure or by an attorney at law, in addition to principal and interest, and the houses thereon to be insured in amount, as may be necessary by the Master, and the insurance policy assigned by the purchaser to the Master as additional security. The purchaser will be required to pay to the Master \$100 immediately when property is sold, as an evidence of good faith in his bid. Purchaser to pay for papers and recording same. H. H. RIKARD, Master for Newberry County, S. C. November 7, 1911.

STATE OF SOUTH CAROLINA, COUNTY OF NEWBERRY, COURT OF COMMON PLEAS.

J. Pat Blair and Thomas S. Blair, in their own right and as Administrators of the Personal Estate of Martha C. Werts, deceased, Plaintiffs, against Rebecca J. Thompson, Defendant.

By an order of the Court herein, I will sell to the highest bidder, before the court house at Newberry, South Carolina, within the legal hours of sale, on Monday, the 4th of December, 1911, same being salesday, all that tract or plantation of land lying and being situate in No. 8 township, Newberry County, State of South Carolina, containing one hundred and ninety-eight (198) acres, more or less, and bounded by lands of P. S. Livingston, Mrs. Noah Taylor, Mrs. Alice Porter, Mrs. Rebecca L. Paysinger and perhaps others, the same being the land formerly owned by David Werts, deceased, and which was set apart to Mattie C. Werts, widow of said David Werts, as homestead by an order of the court of common pleas for the County and State aforesaid, on the 25th day of February, 1902, which order is recorded at Page 335 of Deed Book No. 10, in the office of the Clerk of Court of Newberry County, South Carolina.

Terms of sale: One-third of the purchase price to be in cash, the balance on a credit of twelve months, the credit portion to be secured by the bond of the purchaser and a mortgage of the premises sold, the credit portion to bear interest at the rate of 8 per cent. per annum until paid in full, and the bond and mortgage to contain a stipulation providing that if the same is placed with an attorney for collection or suit or foreclosure the maker will pay 10 per cent. of the amount due thereon as attorney's fees for collection, in addition to principal and interest. The purchaser to have leave to anticipate the payment of all or a part of the credit portion in cash, the purchaser to pay for papers and recording same.

H. H. RIKARD, Master for Newberry County, S. C.

STATE OF SOUTH CAROLINA, COUNTY OF NEWBERRY, COURT OF COMMON PLEAS.

Annie R. Harris, in her own right and as Executrix of Nancy Caroline Harris, deceased, Plaintiff, against Annie J. Harris and James A. Minnaugh, Defendants.

By an order of the Court herein, I will sell to the highest bidder before the court house at Newberry, South Carolina, within the legal hours of sale, on Monday, salesday, December 4, 1911, all that piece, parcel and lot of land, lying and being situate in the Town of Newberry, County of Newberry, State of South Carolina, containing eleven thousand, four hundred and forty-five square feet, more or less, and bounded by Friend street, which it fronts, and being otherwise bounded by lands of the Columbia, Newberry and Laurens Railroad company, Andrew Eargle, Rufus Williams and perhaps others, the same being the land of which Nancy Caroline Harris died, seized and possessed, and being more particularly described by plot thereof made by F. W. Higgins, surveyor, on file with the records in this case.

Terms of sale: Cash. Purchaser to pay for papers.

H. H. RIKARD, Master for Newberry County, S. C.

STATE OF SOUTH CAROLINA, COUNTY OF NEWBERRY, COURT OF COMMON PLEAS.

Minnie Bouknight and others, Plaintiffs, against Osborne S. Goree and others, Defendants.

Pursuant to an order of the Court herein, I will sell at public outcry before the court house at Newberry, S. C., to the highest bidder, within the legal hours of sale, on Monday, salesday, December 4, 1911, the following described property to wit: All that tract of land lying and being situate in the County of Newberry, State of South Carolina, Tract No. 1 containing twenty-five (25) acres more or less, bounded by lands of James and C. D. Buzhardt, M. T. Oxner, Mrs. Texanna Thomasson and public road. Tract No. 2, containing 45 acres, more or less, bounded by lands of Noah Oxner, Mrs. Texanna Thomasson and Mrs. Rosa Carlisle.

Terms of sale: Cash. Purchasers to pay for papers.

H. H. RIKARD, Master. November 6, 1911.

STATE OF SOUTH CAROLINA, COUNTY OF NEWBERRY, In Court Common Pleas.

Wallace B. Todd, Plaintiff, against James J. Lane, The Scottish American Co., Limited, Tench C. Pool, The Bank of Columbia, S. C., The Palmetto National Bank, M. S. Bailey & Son, The First National Bank of Clinton, S. C., The Carolina National Bank of Columbia, S. C.; South Carolina Loan and Trust Co., and Georgia Chemical Works, Defendants.

Pursuant to an order of the court here dated 16th October, 1911, by his honor, George W. Gage, presiding judge for Eighth circuit, I will sell at public outcry to the highest bidder before the court house at Newberry, South Carolina, within the legal hours of sale, on Monday, salesday, December 4, 1911, the following described tracts of land, to wit, same being lands of James J. Lane: Tract No. 1 of the "Glymph place," being situate and lying in the county of Newberry, State of South Carolina, containing one hundred six and thirteen one-hundredths (106 13-100) acres, more or less, bounded by lands of W. F. Brown, estate of Young Tobe, Tract No. 2 of the Glymph place, and Mrs. Mattie Glymph. Tract No. 2, of the Glymph place, lying and being situate in Newberry county, State of South Carolina, containing eighty-seven and three one-hundredths (87 3-100) acres, more or less, bounded by Tract No. 1 of the

Glymph place, lands of Young Tobe, John Cromer, E. L. Glymph and Mrs. Mattie L. Glymph.

Tract No. 1 of the Duncan place, lying and being situate in the county of Newberry, State of South Carolina, containing one hundred fifty-five and eighty-eight one hundredths (155 88-100) acres, more or less, bounded by lands of Henry Suber, J. L. Crooks, J. R. Dickert, Tract Number 2 of the Duncan place, and Broad river.

Tract No. 2 of the Duncan place, lying and being situate in Newberry County, State of South Carolina, containing One Hundred Twenty-Three and Forty One-Hundredths (123 40-100) acres, more or less, bounded by Tract No. 1 of the "Duncan place," lands of J. R. Dickert and Broad river.

The Wicker Place, lying and being situate in the County of Newberry, State of South Carolina, containing Seventy-Six and Eighty-Four Hundredths (76 84-100) Acres, more or less, bounded by lands of W. D. Bundrick, John Ringer, Mrs. William Lane, B. Cromer and Mrs. Mary Wedaman.

The Hentz Place, lying and being situate in the County of Newberry, State of South Carolina, containing Forty-Three (43) Acres, more or less, bounded by lands of Sarah Felker, Sligh and Crooks, Estate of John Eargle and W. F. Suber.

The "Glymph Mill" Tract, lying and being situate in the County of Newberry, State of South Carolina, containing Sixty (60) Acres, more or less, bounded by Broad river, lands of J. S. J. Suber, W. F. Brown and others.

The "Oxner" Place, lying and being situate in the County of Newberry, State of South Carolina, containing Twenty (20) Acres, more or less, and bounded by lands of Mrs. Carrie Lane and others.

Terms of Sale: Except as to the Oxner Place, one-third of the purchase price to be paid in cash, the balance in two equal annual installments, with interest from day of sale at 8 per centum per annum, the credit portion to be secured by the bond of the purchaser and a mortgage of the premises sold, with leave to the purchaser to anticipate payments in whole or in part; the mortgage to provide for an attorney fee of 10 per cent. of the amount due thereon in case same is foreclosed by suit or placed in the hands of an attorney for collection. The Oxner place the purchaser shall be required to pay one-half of his bid in cash, the balance in one year, with interest at 8 per centum per annum from day of sale, the credit portion to be secured by the bond of the purchaser and a mortgage of the premises sold, with leave to the purchaser to pay all or part of the credit portion in cash; all other terms shall be as provided in terms for the foregoing tracts. Purchasers to pay for papers and recording same.

H. H. Rikard, Master for Newberry County.

November 6, 1911.

On the Duncan place is one million feet of fine yellow pine timber.

On the Glymph place, two hundred and fifty thousand feet of same kind of timber.

STATE OF SOUTH CAROLINA, COUNTY OF NEWBERRY, COURT OF COMMON PLEAS.

The Bank of Columbia, S. C., Plaintiff, against The Havird Company, Bettie Havird, The Bank of Prosperity, The Bank of Saluda and Robert L. Luther and M. H. Kempson, Defendants.

By virtue of an order of the Court herein, I will sell to the highest bidder, before the court house at Newberry, in South Carolina, within the legal hours of sale, on Monday, salesday, December 4, 1911, all the right, title and interest of Bettie Havird in and to all that tract, piece or parcel of land, lying and being in the Town of Prosperity, County of Newberry, State of South Carolina, containing twenty-five (25) acres, more or less, and bounded by Southern Railway company's land, land of B. B. Hair and S. C. Parre and others.

Terms of sale: The purchaser will be required to pay one-third of the purchase price in cash, the balance in one and two equal annual instalments, with interest from day of sale at 7 per cent., payable annually, the credit portion to be secured by the bond of the purchaser and a mortgage of the premises sold, with leave to the purchaser to anticipate payment of the credit portion in whole or in part, and in case the purchaser fails to comply with the terms herein within ten days after the day of said sale, the Master will resell said tract of land on the following salesday at the risk of the former purchaser. Purchaser to pay for papers and recording of same.

H. H. RIKARD, Master for N. C., S. C.

the hands of an attorney for collection. Purchaser to pay for papers and recording same.

H. H. RIKARD, Master for Newberry County, S. C. November 6, 1911.

STATE OF SOUTH CAROLINA, COUNTY OF NEWBERRY, COURT OF COMMON PLEAS.

James F. Epting, Sr., individually and as Administrator of Lula B. Epting, deceased, Plaintiff, against Lewie L. Lane, William L. Lane, Verma Lane, Drayton L. Lane, James F. Epting, Jr., Harry D. Epting, and F. M. Schumpert as public guardian of Guy H. Bodie, a minor, Defendants.

By order of the Court herein, I will sell before the court house at Newberry, S. C., within the legal hours of sale, to the highest bidder, on salesday in December next, the same being the 4th day of said month, all that lot of land lying and being situate in the Town of Newberry, County of Newberry, State of South Carolina, known as Lot No. 1, of the Home Place of Lula B. Epting, deceased, bounded by Boundary street, Drayton street, Lot Nos. 2 and 3 of said lands.

Also Lot No. 2 of said Home Place, bounded by Boundary street, Lot Nos. 1 and 3 of said Home Place and lot of T. E. Epting, which will be more fully shown by plats of said lots, made by F. W. Higgins, surveyor, dated November 15, 1910, now on file in the Clerk of Court's office for Newberry County, S. C., in the above entitled action.

Terms of Sale: One-third of the purchase price in cash, the balance in one and two years in equal annual installments, the credit portion to be secured by the bond of the purchaser and a mortgage of the premises sold, with leave to the purchaser to anticipate payments of the credit portion in whole or in part; the credit portion to bear interest from the day of sale at the rate of 7 per cent. per annum, payable annually; said bond and mortgage to contain a stipulation for ten per cent. for attorney's fees in case the same is collected by suit or put in the hands of an attorney for collection. The house on the home lot must be insured by the purchaser for not less than two-thirds of its value and the insurance policy assigned to the Master as additional security. Purchasers to pay for papers and recording the same.

H. H. RIKARD, Master for Newberry County, S. C. November 6, 1911.

STATE OF SOUTH CAROLINA, COUNTY OF NEWBERRY, COURT OF COMMON PLEAS.

Frank M. Schumpert, Probate Judge for Newberry County and Public Guardian of William D. Hatton, a minor, Plaintiff, against Robert Norris, individually, and as Executor of the Last Will and Testament of Mrs. E. H. Norris, deceased, Elvira Bruce, Kattie Norris, William C. Norris, Lucy May White and John T. Norris, Defendants.

By virtue of an order of the Court herein, I will sell to the highest bidder, before the court house at Newberry, South Carolina, within the legal hours of sale, on Monday, salesday, December 4, 1911, all that tract of land lying and being situate in the county of Newberry, State of South Carolina, on the waters of Cannon's creek, known as the "Isaac Hunt place," containing one hundred and seventeen (117) acres, more or less, and bounded by lands of George Johnstone, John C. Neel, John C. Halfacre and estate of George DeWalt, being the same tract of land whereon I now reside and which was conveyed to me by deed from Henry Halfacre, recorded in the office of the register of mesne conveyance for Newberry County, S. C., at page — book —.

Terms of sale: One-third cash, and the balance in one and two equal annual payments, with interest on the credit portion from day of sale at the rate of 8 per cent. per annum, interest payable annually, said credit portion to be secured by a bond of the purchaser and a mortgage of the premises sold, said bond and mortgage to provide for 10 per cent. attorney's fees in case of collection by suit or by an attorney, with leave to the purchaser to anticipate the payment of the credit portion in whole or in part, and in case the purchaser fails to comply with the terms herein within ten days after the day of said sale, the Master will resell said tract of land on the following salesday at the risk of the former purchaser. Purchaser to pay for papers and recording of same.

H. H. RIKARD, Master for N. C., S. C.

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