

COMMON PLEAS GRINDS ALONG

Several Cases are Continued by Parties From Monday's Roster

STACKHOUSE WINS NOTE Mule Case Between Johnson and Waterman Cook Begins Monday

The Court of Common Pleas convened at Conway on last Monday with Honorable W. H. Townsend presiding. The court was opened upon the arrival of the bus from Marion.

Before the opening of the court the Clerk of the court and sheriff of the county made a number of sales at the court house door.

The first business of the court was the sounding of the docket to ascertain the cases for trial, or disposition. This took up most of the time before the hour for adjournment. Then the jury was allowed to go until the hour for beginning again in the afternoon. The court then heard motions and no jury case was started until in the afternoon.

The following cases set on the roster for Monday were continued: J. Bert Hughes vs. L. V. Todd; Cannon Hickman Co. vs. G. W. Graham; N. Feldman vs. Solomon Scherr; J. S. Clough vs. Jno. R. Stevenson; Sandy S'roud vs. W. A. Causey; Spivey Mercantile Co. vs. Jas. C. Davis, Agt.; G. W. Porter vs. Atlantic Coast Line R. Co.; J. H. Massey vs. Atlantic Coast Line R. Co.; M. M. Stanley vs. P. R. Casey.

The first case tried was taken up in the afternoon, G. B. Stackhouse vs. John G. Floyd. The jury was empaneled as follows:

- W. H. Reaves,
- W. B. Carroll,
- B. T. Duncan,
- Leroy Price,
- A. Claredy,
- W. C. Todd,
- E. V. Carter,
- E. W. Jernigan,
- D. H. Hardee,
- W. E. Henniford,
- W. R. Paul,
- W. E. Marsh.

G. B. Stackhouse, the plaintiff was sworn. The suit was on a note. The plaintiff said he was engaged as agent for an insurance company. This was at John Floyd's house in Floyds township. Floyd gave him a note. The witness was shown the note, and identified same. The note was then read to the jury. The witness continued his testimony. The note, he stated, has not been paid. Witness started to explain that he took the note in the name of a bank, as he got the blanks from one of the banks; that he neglected to strike out the name of the bank, and insert his own. The witness testified that he sold two policies to the defendant.

John G. Floyd, the defendant, said he signed a blank note which was to be \$135.00, but when the note showed up it turned out to be \$164.00.

George Floyd testified that he heard G. B. Stackhouse and Jno. G. Todd talking about the insurance and heard Stackhouse tell Floyd it would only cost him \$135.

W. T. Rowell testified he saw Stackhouse going for a settlement on the insurance and went with him. Floyd assigned a note at that time, but witness did not see how much the note was for. Witness did not know whether the note was filled out when signed or not.

G. B. Stackhouse was recalled to swear to the amount of the premium on the policy, but this was not held to be in reply. He stated that he had discussed two policies with the defendant, one of which would have cost \$122.50 and that the other \$164.00.

Plaintiff moved for a directed verdict, which was granted, and the foreman wrote his name to the verdict which carried the principal, interest and attorney's fees on the note. The next case tried was L. L. Johnson vs. Waterman Cook, and C. Page.

- The following jury was empaneled:
- Ben T. Watson,
 - J. W. Calhoun,
 - W. B. Elliott,
 - W. B. Woodward,
 - Alfred Lancaster,
 - T. P. Cooper,
 - S. G. Gerrald,
 - L. C. Edge,
 - H. B. Baker,
 - J. F. Mishoe.

This suit grew out of an accident on the Pee Dee road in February, 1920. The facts of the case appeared in the paper at the time.

L. L. Johnson, the plaintiff, testified in 1920 he met Waterman Cook and Corn Page on the Pee Dee road. He was driving a mule and the others in an automobile. Witness stated he

The man who is ahead of you in influence, wealth and power has not gained these by mere luck, but by simply working them out while you slept away your time. You once had as good a chance as he did, but you did not care to take advantage of it.

J. L. BUTLER SEVERELY CUT

Fight Brought on by Hard Words Used in Altercation

J. L. Butler is recovering from the effects of a serious cutting affray taking place at his home near Loris, S. C., recently.

There was a serious difficulty between him and his son-in-law, Don Bullard. Another son-in-law, Onslow Bullard was not connected in the fight to any great extent.

It is said that Bullard was under the influence of whiskey and had gone to the home of his father-in-law, where Bullard also lives with his wife, and began carrying on at a great rate, using profane language and cursing out the entire family, as alleged.

Some member of the family sent for J. L. Butler, who did not happen to be at the house at the time. He came and found that Bullard had retired to a barn nearby. The other son-in-law, Onslow Bullard advised Butler not to go to the barn or he might get hurt.

Butler was incensed over the reported actions of Don Bullard and went to the barn to remonstrate with Bullard. He asked Bullard why he had carried on so and warned him not to repeat the experience, else he would make him leave the place. This brought on the fight after Bullard, it is said, cursed Butler and used vile names.

Bullard drew a knife and proceeded to cut Butler in numerous places. One reported afterwards that Butler missed death by just the thickness of a hair when this knife thrust went close to his heart. There was another ugly wound on the left breast, and a deep gash under the arm.

Butler tried to protect himself from the furious onslaught made upon him by Bullard. He made some signs on Butler which had to have the attention of a doctor in Loris that night, where they were both taken for medical attention following the fight. The wounds of the two men were dressed by the two doctors in Loris.

This affair took place at the J. L. Butler farm, which is some miles out from Loris in the Buck Creek section of the county. In addition to the farming operations Butler also conducts a store and has been engaged in this business for a number of years.

It was stated that no prosecutions were likely to grow out of this unfortunate family affair.

LORIS HAS A LAND TRIAL

One Negro Ousts Another From Lot of Land

At a hearing in the court of Magistrate J. A. Bryant in Loris, on March 20th, the showing made by Silla Ann Durdan, a negro, as to her color of claim in a lot of land located nine miles out of the town of Loris, was found against her contention; and at the suit of Gurley Riggins, another negro, a warrant of ejection was issued to M. C. Butler as special constable to oust the Durden woman from the place.

The constable executed the warrant on Monday, March 26th, placing the negro out of the house together with her things, and giving the possession to Riggins.

The woman claims to own the land on which she was living it is said under a deed which she claims is about forty years old.

turned his mule off. He was leading the mule. The car was going fast and although the mule was within three feet of the ditch the car struck the mule and threw her into the ditch. The mule was not able to get out just then. He went off after a shovel to dig the mule out with and when Mr. Page went to put the shovel under the mule's head, the water rushed in and frightened the mule so that she came out. The mule's shoulder was broken by the blow.

The mule was not worth anything to him after that. She had cost him \$95, and he finally gave her away. Witness said that Mr. Cook told him to take the mule home and if it did not get well that he would pay for it.

He was leading the mule on the right side of the road, he stated, while the defendants had not turned out of the ruts more than ten inches. He kept the mule two weeks after the accident and gave her away. The accident was in February, 1920. He stated that Cook had promised to come back the next day or the day after.

On cross examination he said that his mule was afraid of the ditch. He made no effort to get a veterinarian. He tried to doctor the mule himself. He said the fender of the car was bent. There was no mark on the outside of the animal except on the head where the mule fell in the ditch. The mule had never been hurt in an accident except she got her head hung in the stall. The car went 44 steps after the mule was knocked down and rolled over. The mule never had the use of that leg while he kept her. After the accident the witness was forced

ed to buy another mule to raise a crop. He stated he had a rope halter and when he saw the car coming he caught the line up short and kept the mule close in behind him. He did not jerk the mule into the car, he said. Sam Singleton testified for the plaintiff. He stated that he was 75 or 80 yards away. He did not see the

LAND OF MAKE BELIEVE

You have observed the kind of man who lives always in the land of make believe. He is the happiest sort of man who ever existed. He is the man who does the least to advance the work of the world.

The best of mankind may have dreams. What is the use of dreams if they never come true?

It is all very well to live in the realms of the imagination and the faith of those like Coue who will tell you that it is more imagination than will power that works for our well-being here below.

But the land of make believe is not the land of accomplishment where men face the hard cold facts of the universe in which he dwells and knows it. Obstacles are in the path of all those who would make progress and those obstacles must be overcome. This is a task never accomplished in the land of make believe.

N. J. FERRIS IS EXAMINED

C. R. Scarborough Elected as Trustee of Bankrupt Estate

N. J. Ferris was examined in the bankruptcy proceedings in Florence, S. C., at the first meeting of his creditors held last Thursday.

A majority of the creditors seemed to be represented at the hearing. The bankrupt was examined at length by Cordie Page, Esq., representing a number of creditors who had secured judgments against Ferris in the magistrate court at Conway and had seized his store and advertised the stock and fixtures for sale at the time the petition in bankruptcy was filed and which gave the district court of the United States jurisdiction of the estate and so that the State laws relating to insolvency would no longer apply.

The object of the examination apparently was to establish what Ferris had done with the cash taken in and the debts collected between the dates when these judgments had been obtained and the date when his store was closed under executions. These dates made a period of about two weeks during which time it was alleged that he had promised to keep a record and turn over what was taken in to the judgment creditors or their representative.

The bankrupt does not speak the English language very distinctly. This was a handicap in conducting the examination. It appears that he cannot write and spell very well, judging by the exhibits of some checks used at the hearing by the bankrupt in showing what he had paid on the rent claim of A. C. Thompson, the owner of the building where his store was conducted.

He was also examined as to the sale of certain goods at and below cost during the period from February 1st, to February 17th, when the store was seized. He stated that he had taken in money during the period mentioned but had spent this for board and other expenses and he could not give an accurate account of what he had done with all of it.

The bankrupt was represented by Mr. C. Dusenbury and Ford & Suggs. Mr. G. L. Ford had been Ferris' assignee under a deed of assignment that Ferris made on the same day that his store was closed under the executions above mentioned, or probably the next Monday following the Saturday when the store was closed.

A number of creditors, making a majority of all those represented at the meeting were represented by H. H. Woodward. C. R. Scarborough was nominated and selected as trustee of the bankrupt estate.

Further proceedings in the matter will be taken without any unnecessary delay and the stock of goods on Laurel street, together with the store furniture and fixtures will be offered for sale, at an early date, under the order of the referee.

Since his store was closed here Ferris has gone to Laurinburg, N. C., where he is now working for wages in the store of another man.

OLD RESIDENT PASSES BACK

John G. Thompson, of Whiteville, N. C., was in Conway recently on his way to visit D. V. Richardson, on business at Bucksport, S. C.

Mr. Thompson is now seventy-five years of age and is very active in his business of civil engineer for one of the advanced age.

He lived in Conway fifty-seven years ago, where he attended school. He is a nephew of the late Jos. A. Thompson, a former citizen of Horry County and a resident of Conway.

ed to buy another mule to raise a crop. He stated he had a rope halter and when he saw the car coming he caught the line up short and kept the mule close in behind him. He did not jerk the mule into the car, he said. Sam Singleton testified for the plaintiff. He stated that he was 75 or 80 yards away. He did not see the

LUMBER FIRM NOW BUILDING

Will Add Much to the Industry and Progress of Loris

The Loris Lumber Company is making progress in its building operations in the town of Loris.

It is now going ahead in the erection and completion of a kiln drying plant that will take ten carloads of rough lumber through at a time.

Their plan is to locate a number of ground mills in that section of the county and prepare the means of drying out the product at the central point in the town. Already they have large quantities of the product of their mills coming into Loris.

In addition to the dry kilns they are erecting a large planing mill in which the lumber will be dressed and made ready for the markets.

This is the company which was recently chartered as a corporation and it has at its head some very good business men.

The work of this company will add materially to the industry and progress of Loris.

For the purpose of feeding their mills with timber they have purchased a number of extensive timber tracts in the neighborhood of Loris.

accident, and did not see the mule fall. He went back and saw the mule in the ditch and saw Cook and Page there. Mr. Cook said to keep the mule a limited time and he would adjust the matter in some way. The mule did not use one foot after the accident. Johnson offered to give witness the mule. He did not consider the mule worth anything, and said that he did not want her. Her hip was broken. The witness made measurements. The automobile was half way from the rut on the Johnson side and the horsewalk in the center of the road. The car went about 44 steps from the place where it struck the mule before it stopped. If the mule had gone straight on there was room for the mule to have passed safely along.

Walter Bruton testified for the plaintiff. Johnson had offered him the mule he stated, but he did not need it. He saw the mule in the lot, but did not examine the animal.

W. H. Johnson testified. He stated he saw the place after the accident. He differed from Walter Bruton as to the width of the road, as he thought it was wider than eight feet between ditches. The automobile could have turned out a little further on the right hand side. He saw tracks around the place where the mule was knocked in the ditch. He stated that the mule was worth about \$300 as prices at that time were up. She was feeble after the accident.

R. B. Bruton said he lived about 50 yards from the place of the accident. He stated he was at work on the road that day. The car was going fast when it passed him. It was going as fast or faster than he had ever ridden in a car. There was nothing to keep the car from turning out to the right, he said, and could have avoided the mule. This mule was worth, at that time, \$300 or \$350. He saw the mule under a shelter lying down.

Duke Tompkins testified the mule was injured. He used the mule and it was eight or ten months before any work could be done with it. She is better now after three years, but not yet sound. The hip of the mule is not filled out as the other. The injury to

TWO CROPS ON SAME FIELD

S. J. Gasque, one of our best farmers near Conway, raised two crops of potatoes on the same land last year, and used only the one application of fertilizers in the ground.

His first crop was Irish potatoes. He followed the Irish potatoes with a crop of sweet potatoes. He had a splendid yield of both crops.

He is trying the same plan this year except that he expects to follow the Irish potatoes this year with a crop of corn.

Mr. Gasque has had some of the sweet potatoes in Conway and they are fine.

CHAUTAQUA ON IN NEXT MONTH

Preparations Expected to Be Made For Holding This

The Horry Herald has received the following letter concerning the 1923 chautauqua:

Your Chautauqua season will soon be at hand, and we therefore take great pleasure in announcing your dates. They have been worked out through a very careful study of the many routing problems which confront us, and represent a conscientious effort on our part to best serve all the towns of our circuit, for in so doing we best serve each individual committee. Geographic position and transportation schedules are the greatest factors in determining your dates, which will be as follows:

May 2-3-4.

We believe that all Radcliffe Chautauqua committees on your circuit will be especially well pleased with their programs this year, and with all parts of the service. A new advertising plan has been devised, for in addition to some of the items which necessarily must be used from year to year, we expect to send you a number of beautifully colored talent cards. Each card will picture but one lecturer or entertainment organization, and when properly displayed will make a very attractive showing. The cards, circulars, tickets, etc., will reach your committee in a short time.

The advance representative promised you in the contract will arrive about ten days or two weeks previous to the opening date of the Chautauqua to assist in advertising the event and in stimulating interest in your ticket campaign. This will be supplemented immediately before the Chautauqua by additional advance and community work, and we believe therefore, that you can look forward to a great success in every part of the Chautauqua soon to be with you. A study of the circulars will assure you of a splendid program, worthy of the confidence of your entire community.

Trusting that you will announce the dates immediately and assuring you of our further co-operation in shipping your advertising material promptly, we are,

Very truly yours,

Radcliffe Chautauqua System.
March 27th, 1923.

Per W. L. Radcliffe.

LETTER FROM "THREE WIVES"

As Mayor of Conway, I have received an anonymous letter signed "Three Wives."

This letter requests that I do something to stop their husbands from gambling. The letter does not give the name of any person, either as writers of the letter or as the husbands of the good women who wrote the letter.

Having no information in the letter which will assist me in locating the violators of the law there is nothing I can do for "Three Wives." If their grievance is of such a character that these good women care enough about it to give their names, and information necessary to lead to the apprehension of their husbands, I will be glad to have the matter investigated at once. If they do not care this much about their grievance, I know of nothing that I can do. When people really need help it is my experience that they are willing to disclose their identity.

In the future I hope that persons aggrieved in Conway will co-operate with the authorities in giving information which will lead to a correction of the evil.

So long as you conceal behind a wall of secrecy all information and merely complain, it is very probable that you will get no relief. On the other hand, when you unmask your veil and give information, I assure you that you will have a speedy correction in the lives of your husbands.

I take this mode of answering a letter which cannot be answered by private letter, because the writers concealed their names.

W. K. SUGGS, Mayor.

the mule would be half or more. J. H. Atkinson was sworn and said that Johnson gave this mule to witness. The mule was in bad shape in the hip and leg. It was two to six weeks before much work could be done with the mule. After starting to work the mule easy work was picked for it, but of late harder work has been done by the mule. The mule is somewhat lame, according to witness, and is no better now than she was six months after the accident. Witness had the lot man to rub the mule. This mule was worth \$300 or \$350. This accident would take 50 per cent off the value of the mule.

Waterman Cook said he was with Corn Page going along the road. He was driving the car. The road was narrow, straight and good. He saw Johnson leading this mule, and there was no signs of any fright. About the time that Johnson was abreast the car, the mule sat down in the road ahead of the car. Then there was no way to avoid the mule. The witness stated that he looked around as the

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WARRANT OUT AS AFTERMATH

Nothing Else New in Holden K K K Letter

HISTORY OF THE AFFAIR

Nothing New Discovered Leading to Authorship of Illiterate Note

One aftermath of the publicity given the unsigned S. H. Holden note in Socastee, some time ago, is an arrest warrant which it appears was sworn out by George Brown before Magistrate W. H. Chestnut, requiring the arrest of Sam Holden on two charges of assault with a gun.

This warrant was sworn out, as The Herald learns, after the contents of the note had been published in The Herald, and perhaps after the article which was written by Brown in regard to some of the statements made in that article.

The two instances of assault with the gun appears to be the result of one day's events when it is alleged that Holden drew a gun on Brown at the time when Brown was found hunting on the land of Henry Buck, now occupied by Holden, and later on the same day when the two parties had a meeting on the public road near Socastee store.

Nothing has been done with the warrant except that Holden was placed under bond for his appearance.

The magistrate court has not yet fixed any date for a hearing of the matter. The warrant was sworn out and the bond made under it several weeks ago.

The incident of the note will be remembered by those who kept up with the matter in the columns of The Herald. The note to Holden was dated on February 5th, 1923, and read as follows:

"Sam Holden, we the undersigned, give you twenty days and no more to be moved out of Horry County, K. K. K."

The note was mailed at Conway, S. C., and addressed to Holden at Myrtle Beach. As soon as Holden received the letter he placed the matter in the hands of the authorities and an investigation was made by the sheriff of the county, but without any result in discovering the author of the note. The facts in relation to the receipt of the letter by Holden were published in this paper, and the next week Brown, whose name had been mentioned in the article as being one with whom Holden had some trouble about hunting on his land, came out in the paper with a long article in which he denied any connection with the letter writing, and suggested that Holden may have written the note to himself. The next week, or week after, there was an article published bearing the signatures of many citizens of Socastee township, in which they expressed their confidence in Holden as a good citizen and denying the things which had been said against Holden in the Brown article.

So far as could be learned a few days ago, nothing further has come out which would lead to the detection of the author of this note which is the basis of all the trouble. There has never been any direct charge made that any particular person had dictated or composed the letter to Holden. As he received such a missive, it was natural to inquire the names of any of his neighbors with whom he had any trouble before that, and it appeared that the matter about hunting on the land which is rented by Holden was about the only difficulty or misunderstanding that the man had with anybody in that section of the county.

car was stopped and saw the mule standing up in the ditch. The mule finally jumped out of the ditch. He said the road was about 16 feet wide. The car was over half way from the ditch, and it did not appear that the mule was badly injured, as it walked off and went to feeding. He has seen the mule since, he said, and saw the mule hauling fertilizer. He told Johnson to doctor the mule and if they could not adjust their differences themselves, they would get some of their friends to do it for them.

Roberts testified that he was foreman of the farm at Jordanville in 1920. This mule went there shortly after the accident. The garden was plowed with this mule after a few weeks after the mule got there. This mule was used in hauling fertilizer from Aynor. The mule's leg was not broken. The mule was rubbed with liniment. The mule limped, and would limp now if put to hard disking. The hip, he stated, is a little shrunk. He said that the mule is worth about half

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