

SMITH LOSES ON NON-SUIT

Brought His Complaint for Twenty Thousand Dollars Damages

WAS CASE OF INTEREST

When Lands Sold and Rented at Greatly Inflated Rates

One of the most interesting of the civil cases disposed of in the Court of Common Pleas last week was that of Reddin W. Smith, plaintiff, against W. Boyd Jones, the defendant seeking to recover the sum of twenty thousand dollars for alleged damages under two causes of action set forth in his complaint, which reads as follows:

FOR FIRST CAUSE OF ACTION
1. That on January 3rd, A. D. 1920, and before that day and date this plaintiff, his tenants, agents and servants, were in the lawful possession of the following described lands and real estate, to wit:

ALL AND SINGULAR, that certain plantation and tract of land, situate at Justice, in the County of Horry, State of South Carolina, containing four hundred and twenty (420) acres, more or less, 110 to 120 acres being cleared, and known as the "Boyd Jones Justice Place."

2. That on or about the 3rd day of January, A. D. 1920, the defendant above named, that is to say the said W. Boyd Jones, did with force and arms, in person and with the assistance of his agents, servants and hirelings, forcibly enter, take possession of and detain as aforesaid, the above described land and real estate, then and thereby as aforesaid, ousting and dispossessing this plaintiff.

3. That the acts of the plaintiff above set out and herein complained of were and are fraudulent, wanton, willful and unlawful and malicious and by reason of all of which this plaintiff is and has been damaged in the sum of ten thousand dollars.

AND FOR A SECOND CAUSE OF ACTION PLAINTIFF ALLEGES:

1. That for the years 1917, 1918, 1919, and to January 3rd, 1920, this plaintiff was in the lawful possession, either in person or by and through his servants, agents, tenants and laborers, of the following described lands and real estate, to wit:

ALL AND SINGULAR, that certain plantation and tract of land, situate at Justice, in the County of Horry, State of South Carolina, containing four hundred and twenty-six (426) acres, more or less, 110 to 125 acres being cleared, and known as the "Boyd Jones Justice Place."

2. That for and during each year stated above and up to and including January 3rd, 1920, the said defendant has and did continuously interfere with this plaintiff's tenants and farm labor, by forcibly dispossessing them of their houses situate on said lands and threats of dispossessing them and causing them to leave the service of this plaintiff and causing this plaintiff during each year to lose a part of the crops grown on said lands, said defendant unlawfully enticing said labor with offers of employment and promises to employ, if they would and after they had quit the service of plaintiff in addition to forcible dispossession as above stated.

3. That above acts complained of were done and are malicious, wanton, willful and unlawful and are and were done as aforesaid and for the further fraudulent purpose of creating a self-serving breach of this plaintiff's possession which said possession was under a lease executed by the parties hereto. And by reason of all of which this plaintiff has been damaged in the sum of ten thousand (\$10,000.00) dollars.

WHEREFORE plaintiff demands judgment against the defendant for the sum of twenty thousand (\$20,000.00) dollars, his said plaintiff's damage, and the costs of this action. The defendant answered the complaint setting up among other things failure on the part of Reddin W. Smith, and his tenant, W. C. Smith, to perform certain things set forth in the contract of lease for Reddin W. Smith to do, and in case of his failure to perform these things, that the right was reserved in the lease for the plaintiff to declare the lease forfeited and that he had so declared the lease forfeited the latter part of November, 1919, and mailed notices to both Reddin W. Smith and W. C. Smith to the effect that the lease had been taken and forfeited and that he would expect them to vacate the premises and have their property removed therefrom by January 1st,

At times it would appear that the law business is a mere matter of contending. When a man fails to agree with his neighbor he goes to law with him and each side employs lawyers. The man who settles which is the best contender is the judge and he is the man who has the hardest time of it.

BOY AND CAR RUN TOGETHER

Injuries Are Painful but Not Thought To Be Serious

Cecil Hawes, young son of Mr. and Mrs. S. P. Hawes, was the victim of a serious accident occurring last Saturday evening, while the town was filled with week-end visitors on account of Field Day, and the ball game taking place as an incident.

Young Hawes was struck by a Ford touring car which was being driven by R. A. Bass, son of Dr. R. A. Bass, of Gallivants Ferry. The front wheel of the car struck against the body of the boy and is said to have passed over him. He was tangled up in the wheel while it made a number of revolutions. Brakes were applied to the car, but it ran on for twenty-five or thirty feet before it stopped.

The upper part of the boy's ear was torn loose and several stitches were necessary to replace it in position so that it may heal up. He was injured in the breast where several wounds were inflicted by the impact of the wheel. At first it was feared that the boy was severely injured internally. At last accounts, however, he was doing well and expected to recover. He is about ten years of age.

The accident took place on the national highway which leads out from Main street on the way to Gallivants Ferry. The ball game had just broken up and the road was filled with people leaving the grounds, which are located in the open fields beyond the residence of Mr. and Mrs. Alexander. There were a number of automobiles passing along the highway on their way home from the Field Day exercises and the Bass car it appears was one of these.

It has been related that young Hawes jumped off the running board of one car and was struck by this other, but this could not be confirmed, as another story had it that he was merely passing along, or perhaps across the road, with a group of other small boys interested in the ball game. The injured boy was going in the direction of Conway while the car was being driven in the opposite direction. Following the accident he was brought to the office of a physician and his wounds attended to.

TAKEN FOR X-RAY

Cecil Hawes, the nine or ten-year-old son of Mr. and Mrs. S. P. Hawes, who was injured in an automobile accident last Saturday afternoon, while the town was crowded with Field Day visitors, was not considered as doing very well last Monday, and he was taken to the hospital in Florence, for the purpose of having X-ray photographs made of his chest.

The pictures are expected to disclose the seat of any internal injury that may have been sustained by the child, and if it should be the case that internal injuries are found, it may be possible to treat the condition and relieve it.

Reports on Sunday were to the effect that the child was doing well and it was not believed at that time that he had sustained any serious injury.

There are conflicting reports concerning the way the accident occurred.

ADAMS HOME DESTROYED

The home of Jessie Adams, in Dogwood Neck township, was burned down last Saturday. The flames caught from the stove flue on the southern side of the building. The wind drove the flames through the house and it was destroyed although hard fought at every step.

The flames were first discovered by a man passing along in a car. He gave the alarm and a crowd that had gathered at United churches nearby for worship, came over and helped to fight the flames. Some of the people helped to empty the house of the furnishings, and about all that was in the house was taken out and saved, and with but slight damage to the furniture.

This was the home of "Uncle" Nathan Adams. It was built in 1873. The entire community regrets the loss to Mr. Jessie Adams and his aged mother.

Already a movement has been started to see who will help in replacing the home. There was no insurance on the building.

1920. The lease under which Smith claimed to hold the place, one of the finest farms in the Cool Spring section of Horry County, was introduced in evidence, reading as follows as to the main provisions of it:

WITNESSETH:
1st. That party of the first part, (W. Boyd Jones) in consideration of the premises, covenants and agreements of the party of the second part hereinafter made, and the payment to him, the party of the first part, of an annual rental of Five (\$5.00) dollars per acre, one-third September 1st; one third October 1st; and one third November 1st, of each year during the currency hereof, hereby lets, leases

OPPORTUNITY!

You cannot find it in the past. You cannot grasp it by wishing big things to come your way. Opportunity—friend—is action. It is the eternal twinkle of the stars. It is the warm kiss of the sun. It is the power to express Life—and live. Doing it now—nails the opportunity. When you feel the call—know it is right—then do it! All the big things of today were the little ones of yesterday, and the day before they were opportunities. Opportunity is eternal as Time—it is with you every clock tick—it depends upon your action—your power to take it when offered, to make it your opportunity. Opportunity, minus action—has worried many a good man into an early grave.

BRIDE LEAVES DRUNKEN MAN

Man Gets Arrested and Hunts for Intended About Town

TAKES EXPENSE MONEY IN 1920 TRANSACTIONS

Too Much Whiskey Breaks up A Colored Wedding Here

Rural policeman, V. D. Johnson, as he passed along the sidewalk on Laurel street one day last week, found a horse and buggy hitched up to a rack in the back lot. A negro man was drunk and evidently fallen out of the buggy. He was lying on the ground between the wheels with his pocketbook about to fall out of his pocket.

The policeman carried the pocketbook to the town hall and informed the police of the drunken man. The man was arrested and brought before the mayor where he gave his name as H. C. Spain. His pocketbook had in it the sum of ten dollars and a check for seven dollars. It had been robbed of the sum of five dollars, according to Spain. He made bond by depositing the sum of ten dollars and pleaded guilty of being drunk.

Spain claimed that he came to Conway to buy a marriage license. He brought his intended bride with him. On the way down here he took too much strong drink and when they arrived he was unable to carry out his contract any further just then. The negro girl who had promised to marry him waited around for two hours in the vain hope that he might recover from his drunken stupor and get the license. There was no such result as he continued to sleep. She took five dollars from his pocket, the sum of five dollars with which it is thought she hired a car to take her back to her home in Floyds township.

After getting sober and pleading guilty in the court, Spain took the view that his girl had not forsaken him entirely but was waiting for him about town. With this idea in his head, he hunted all over the place and remained here the remainder of that day looking for her. His looking was in vain as she had departed for home long before the man was found lying drunk on the ground.

AN OLD LADY SUES HER SON

Wins Out in Contention Over a Tract of Land

CLAIMED A LIFE ESTATE

Estate Land of the Late H. L. Johnson Near Re-hoboth

The case of Mantha Johnson, a woman seventy-five years of age, against her son, Eddie E. Johnson, was disposed of last week.

The complaint of the plaintiff was as follows: The plaintiff herein complaining of the defendant herein alleges:

1st. That she is the owner of and entitled to the immediate possession of the lands described in a certain deed from H. L. Johnson to her, the said plaintiff, which said deed is as follows:

South Carolina, Horry County. Know all men by these presents that I, Henry L. Johnson, of the same State and County aforesaid, have given, granted and conferred unto my beloved wife, Mantha Johnson, all my right, title and claim in a certain tract of land embracing the house and plantation where I now reside, containing one hundred and eighty-four acres, lying between Joiner and Loosen Swamp, having such shapes and forms as the original plats and papers represent. Also, I give and confer unto my beloved wife, Mantha Johnson, all my stock of cattle, hogs, and sheep and household and kitchen furniture and I hereby warrant and forever defend the above stated real

WILL APPEAL LUMBER CASE

Directed Verdict by the Court in The Trial Last Week

Time When Prices of Lumber Ranged Higher Than Ever

The court last week tried the case of J. W. Little & Co., against the Veneer Manufacturing Co., being a suit on an account to recover a balance claimed as due for some lumber.

The Veneer Manufacturing Co., is a corporation engaged in manufacturing panels for packing cases from thin strips of veneer cut from gum and poplar logs, and in making panels they use a quantity of pine lumber for forming the sides or edges of the panels. It was this latter class of lumber which it is alleged in the complaint the defendant had purchased from the plaintiffs under a contract or letter which was placed in evidence. This letter which constituted the contract between the parties was dated March, 1920, and provided for the delivery of the defendant of the lumber which plaintiffs would cut from a tract of land in this county, known as the Mishoe & Graham land.

The contract provided for delivery of the lumber in the year of 1920. It was a time when the high prices of lumber had not been reduced, that is, when this contract was made and started to be performed. Before the year was out, and before the contract had run out, the prices of lumber had been reduced on all markets, as it appears.

The defendants set up a counter claim to the effect that the lumber was not cut according to specifications and was not stock widths so that they had to throw a lot of it away and that the lumber was not sufficiently dried when delivered and their product was reduced in quality and their contracts lost them money on that account.

All of the lumber from the Mishoe & Graham tract was not delivered within the year of 1920, but all of it except two carloads was so delivered. Complaints were made, according to the testimony, about that which was delivered within the year, but it was kept and used in the factory. The dispute arose, it seems, over paying for the quantity which was not delivered within the year 1920. The rulings of the court on the questions coming up in this case confined the trial to that lumber only which was tendered and refused in January, 1921, after the year provided for in the contract had run out.

The three carloads which was refused when shipped in January, 1921, were sold by the plaintiffs to the Conway Lumber Co., at a much reduced price from that which they were to receive from the Veneer Manufacturing Company.

The defendant moved for a non-suit on the ground that the new contract, or variation of the original contract, whereby a portion of the lumber was not delivered until after the year 1920, was executed only by the secretary of the corporation and that he could not bind the corporation in that respect. This motion was refused.

The court then directed a verdict for the plaintiff for the amount claimed in the complaint, the selling price of the three carloads delivered in January, 1921.

and personal property to be at the said Mantha Johnson's disposal during her natural lifetime from and against myself, my heirs, executors, administrators and assigns to forever defend the above mentioned property unto the said Mantha Johnson.

Signed, sealed and delivered in presence of us, this April 3rd day, A. D., 1872. H. L. Johnson (L. S.) D. W. Alford, her mark Julian X Johnson

FIELD DAY IS GREAT SUCCESS

Address of Governor Thos. G. McLeod Feature of Occasion

The annual field day exercises of the Horry County schools began on last Friday with an oratorical contest at the Burroughs high school.

The big day was last Saturday, when the pupils of the schools, with the teachers, trustees and patrons, came to Conway in an immense crowd to enjoy the literary and athletic contests of the day. One of the largest crowds ever known in Conway at any similar event, is the way it was described by several. The program was carried out as published in the issue of this paper last week.

One big drawing card was the address of Governor Thomas G. McLeod. He was at his best on both of the occasions when he addressed the Lig audience on the subject of education.

One interesting feature of the day was the showing made by the adult pupils from the night schools which have now closed. These schools made great progress in the county last year under the guidance of Miss Wil Lou Gray and Superintendent E. C. Allen. It appears that even greater success has been attained this time. Some of the pupils have shown remarkable progress in learning to read and write in the short term of six weeks during which the schools have been running.

For the convenience of those who did not care to bring their lunches with them, sandwiches and cream were served on the school grounds.

As last year, the parade of the schools through the streets of Conway was an inspiring sight to behold. It was formed at the Burroughs high school by townships as follows:

Bucks, Conway, Dog Bluff, Bayboro, Gallivants Ferry, Floyds, Green Sea, Simpson Creek, Little River, Dogwood Neck, and Socastee.

The line of march was down Main street, along Third avenue, up Laurel street to Fifth avenue; thence to Main street again and thence to the Burroughs high school. At the school they were grouped around the porch where the remainder of the exercises were carried out, ending by the address of State Superintendent J. H. Hope, and the address of Governor McLeod.

One result of the day is to show that the schools have made wonderful progress in this county. They are going ahead at such a rate that the progress can be seen and felt from year to year as those annual field day exercises take place.

DOES NOT PAY FOR SOME HATS

Shelton Panama Hat Company Loses in Suit Against W. B. Hucks

The case of the Shelton Panama Hat Co., as plaintiff against W. B. Hucks, resulted in a verdict in favor of the defendant.

Mr. Hucks is a merchant, farmer and sawmill man of Bucks township. He has been in business there for a long number of years. The Shelton Panama Hat Co., are producers of hats for sale to the retail merchants of the county.

It appeared that the company in St. Louis received through their salesman, J. F. Powell, two orders for a lot of hats, the only difference, apparently, in the two orders being that one was for shipment at once, and the other was for shipment on February 1st, the following year. The company had two members of their firm sworn in St. Louis showing that they made up and shipped the first order and that Mr. Hucks paid for the first order; that they made up and shipped the second order for February 1st, but as to this last order Mr. Hucks did not pay for them but had the hats shipped back to the company.

Mr. Hucks alleged in his answer that this second order was a forgery and that he had never given but the one order for hats, the one which was filled out to be shipped at once; and that he had paid for these and had not ordered the second lot to come later.

The defendant went on the stand and wrote his name on a piece of paper. The two orders claimed by the hat company were placed in evidence. The defendant said on the stand that he had never given any order for the hats except the one which had been filled at once, and for which he paid. He said that the signature on the second order as claimed was not his.

GUANO CASES WERE TRIED

Big Verdict is Found Against Graham's on Two Notes

COLLATERAL NOTES SUED

Witnesses Attend From Norfolk, Va., to Testify in These Suits

On the docket last week appeared a number of suits brought by the Baugh & Sons Co., fertilizer dealers of Norfolk, Va., against G. W. and R. E. L. Graham, two farmers of the Loris community, and suits on collateral notes against W. E. Heneford, W. A. Prince, Olympas Lee, and J. B. Graham, all customers of the Graham Bros., in the purchase of fertilizers in 1920.

The suit against G. W. and R. E. L. Graham was on two notes aggregating together more than six thousand dollars. In this case the jury rendered a verdict in favor of the fertilizer people for the sum of \$7,171.58.

The suit against W. A. Prince resulted in a verdict in favor of the defendant for the reason that he showed he had not executed the note on which he was sued. This Prince note had been made out direct to Baugh & Sons Co., and then turned over to the fertilizer company by Graham, under the terms of his contract. The defendant testified that he had made a note to the Grahams, but that it had been made out as payable to the Grahams and not to Baugh & Sons Co. The defendant did not deny owing for the fertilizers, but on the other hand admitted this note.

The Heneford case turned on about the same point. It appeared that the representative of the fertilizer company had gone to Mr. Heneford and asked him to make a new note payable to the Grahams, because the note turned over to the representative by the Grahams was made payable to the Baugh & Sons Co., instead of direct to the Grahams. It appeared that Heneford refused to make any new note and on this the court refused to allow the note to come in evidence.

In the case against J. B. Graham the court directed a verdict in favor of the plaintiff for the sum of \$410.00. In the case against Mrs. Olympas Lee, a verdict was directed for the sum of \$1,380.12.

CONWAY PASTOR IS TAKEN ILL

The Rev. J. C. Atkinson, pastor of the Conway Methodist church, was taken suddenly ill with appendicitis recently, but the condition yielded to local applications under the direction of the family physician.

As he did not improve it was decided to take him to the hospital in Florence for examination and an operation, if found necessary.

He left here at an early hour last Saturday morning, going by automobile to Marion. Reports from Florence were to the effect that an operation would be made at the hospital on last Sunday.

His daughter, Miss Johnnie Atkinson, accompanied him to Florence and is remaining there during his illness. Telegrams were sent to his daughters in Georgia. They hastened to Florence in order to be near their father in his ordeal.

This misfortune cast a gloom over Dr. Atkinson's congregation. Each and every one of the members are feeling a keen interest in his welfare. It is not thought that he has a serious case of further than it is necessary to perform an operation to relieve him from repeated attacks, and it is expected that the operation will be successful at the time of this writing.

The pulpit at the Methodist church was filled last Sunday by the Rev. Mr. Brown, of the Horry Industrial school.

The complaint was denied. The plaintiff introduced an old deed to Mantha Johnson, dated April 3rd, 1872, conveying a tract of 84 acres of land to Mantha Johnson for life, etc. It was alleged that E. A. Johnson had ousted Mantha Johnson from the 29-acre parcel on which the old home is located.

Also a deed from H. L. Johnson to E. E. Johnson for 29 acres of the original 84 acres, reserving a life estate to grantor and his wife, Mantha Johnson.

Math Johnson, a son of H. L. Johnson, testified that H. L. Johnson is now dead and that this 29 acres is a (Continued On Page Eight.)

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