

The Horry Herald.

VOLUME XXXVII

CONWAY, S. C., THURSDAY, MAY 24, 1923

NO. 5

MAN HELD OVER BY MAGISTRATE

Daniel Montgomery Has A Preliminary Hearing Before Magistrate

PUBLIC IS EXCLUDED

Number of Witnesses Tell what They saw. Investigation Shows State Side

Daniel Montgomery, twenty-two years of age, was brought before Magistrate W. H. Chestnut last Wednesday at the court house for a preliminary hearing on the charge of statutory rape. Some of the details of the serious offense with which the young man is charged appeared in the last issue of The Horry Herald. The investigation began about 11 o'clock and lasted until about one o'clock, when the arguments in his case were made and the defendant was held for trial in the Court of General Sessions, which convenes on Monday, June 4th.

A crowd began to gather in the courtroom some time before the hearing commenced. It developed, however, just a little later, that the public could not hear what the witnesses said for the reason that it was decided to exclude the public from attendance at the trial under the law and the practice of the court in such cases.

The father of the victim of the alleged crime is a widower. One of his daughters married Montgomery about a year ago or more. In the latter part of 1922 this married daughter died, survived by Daniel and an infant child. This child lingered for a time and it, too, passed away. The younger daughter was a visitor at her sister's home before and during the illness which finally proved fatal to the wife. The Montgomery home was within the corporate limits. Neighbors were at the court house last Wednesday to testify to things they had seen and heard tending to prove the charge which had been brought against the defendant.

The defendant has a brother, Furney Montgomery. These two were the witnesses some years ago against the negro boy, Arthur Alston, when the jury convicted Alston of a heinous offense against the laws and he got a five-year sentence as a result.

The father of the defendant is Calvin Montgomery, farmer and lumber worker for many years past in and near Conway. He is pale of face and hard of hearing. His health does not appear to be good at any time. He was present at the hearing last week and appeared to be anxious about his son, who was brought up on this charge after demanding a preliminary hearing.

It appears that it was noticed by relative that things were not right in the Montgomery home in January of this year, following the death of Mrs. Montgomery. One thing led to another in the course of events. It is said that the girl, now about fourteen years of age, was absent from home a great deal and her father could not tell where she was. Neighbors saw her at Montgomery's; they saw her meeting him at different places, such as the Anderson mill, the Race Path, and other places. It is reported that on one occasion, not very long before the warrant was sworn out, she was gone for three days and when found was at the home of the defendant's brother. Following the execution of the warrant recently when Montgomery was lodged in the county jail with bail, the occurrence was the talk of a considerable part of the community in that section of the town where the principals live.

After hearing many witnesses the situation seems to be about as it was reported to be. This investigation was a one-sided affair as preliminary investigations always are, where only the side of the State is allowed to be brought out, as the only object of such a hearing is to ascertain if there is a probable case made out against the defendant for offense that is beyond the jurisdiction of the magistrate court. It may be that the defendant can produce evidence which will clear him of the charge, but if he uses this it must be on his trial before a petit jury in the Court of General Sessions.

There was much testimony which is absolutely unprintable. Such portions of it as are printable are given at the end of this article for the information of the public, and nothing further will come out about the case until it arises in court.

C. M. Graham testified: "She will be 15 years old the 4th day of next month. She only stays home a part of the time. She is not

Judging from newspaper reports, a husband may be defined as a thing that is very much wanted before he is obtained; but after he has been once roped and taken in, he is a thing to be shot or otherwise disposed of by force; or sent into the divorce and made to pay alimony.

MYRTLE BEACH OPEN ON 12TH

Management Will be on Same Plan as The Last Season

Things are all set for the opening of the season at Myrtle Beach on June 12th.

Mrs. Johnson, from Coker College, will be in charge of the dining room and cuisine at the Myrtle Beach Hotel. Mrs. Hoag will have charge of the guest rooms. Both of these held similar positions with the hotel last season.

The Myrtle Beach Yacht Club will be ready for opening on the same date. Mr. C. B. Seabern, of Marion, has been employed to manage the clubhouse this year on a salary which will be paid by the club. Last year the plan was different whereby the manager of the house paid the expenses and charged regular per diem to the members for the time they spent at the clubhouse. The club itself will stand all expenses this time on a different plan.

There is now a new boarding house at Myrtle Beach. It has been ready since last season. It will be operated by Mrs. Burneys, of Hemmingway. It has twelve rooms and is located on the strand on the same side of the beach as the yacht club. It is believed that the new place will have a full house for the entire season.

The Myrtle Beach Yacht Club now has one hundred and forty-eight members. Only one hundred and sixty are allowed under the by-laws.

C. B. Seabern passed through Conway last Saturday on his way to the beach. He was met there by Mr. Jas. E. Bryan, of the Myrtle Beach Farms Company.

BETTER ICING IS NECESSARY

The strawberry crop of this part of Horry continued to move to the markets all last week. So far as could be learned the returns from the berries were highly satisfactory.

In the meantime there is complaint about the way that the refrigerator cars are iced for taking care of the fruit on the way to the market.

In this connection the Chamber of Commerce, through its secretary, wrote a letter as follows to the Fruit Grower's Express:

"Fruit Growers' Express, Wilmington, N. C.
Gentlemen:

"Our attention has been called by certain strawberry growers of Horry County to certain conditions in connection with the icing of your cars, which it appears may be very easily remedied. We are venturing to call the matter to your attention in the belief that your desire is to render the best possible service to users of refrigerated cars, and that it is only necessary to remind you of this in order to have the situation relieved.

"We are informed that the cars in which strawberries are shipped are iced at Wilmington before being sent to Conway. By the time that the car travels to Conway and is loaded, much of the ice has melted and the temperature of the car is below what it should be in order to preserve the berries. The growers complain that many of their berries are reaching the market in a spoiled condition as a result of insufficient ice.

"The local ice company is in position to ice the cars to capacity when they are placed on the sidetrack here. This would insure proper temperature for the berries during the time of loading and would also insure their leaving here with the cars iced to capacity. It would seem that there can be no serious difference of opinion that that method would be more economic than the method you are now using, and it would at the same time reduce the amount of loss which the berry growers are suffering. We realize that complaints are frequently made to you about conditions which cannot be remedied. It would seem to be a very simple matter to afford relief in this instance, and we hope that you will give to the growers this slight concession.

"Yours very truly,
"M. A. WRIGHT, Secy."
May 18th, 1923.

an obedient child. I cannot do anything with her. I have been to other folks' home and found her and taken her home. About three weeks ago she left home and stayed away four or five days. I do not know where she was at. She come home herself. Two weeks ago she left home, and I heard she was at Furney Montgomery's home. This was on Sunday and on the next morning I asked him about her, and if she was at his house. He said he did not know anything about her and that she was not at his home. I got V. D. Johnson to go to Furney Montgomery's home to look for her. We found her at his home. I taken her home with me. I do not know where Daniel Montgomery spends his nights. She will not talk to me about it.

"Daniel Montgomery has been to my house to see her. His conduct was good there as far as I saw. No (Continued on Page Eight.)

FINDING OUT HOW IT IS

To the man who does not know, it is a matter of finding out how it is.

We see things and hear things, we know that things happen; but these are all that we know unless we find out how it is.

If we lack the curiosity and mental alertness that it takes to make us want to know, we will never find out how it is. This matter of finding out how it is has led to all of the discoveries ever made and has brought to the world all of the improvements that we see and enjoy.

Just as men have endeavored to find out how it is in the past, they will continue to try to find out how it is and still greater discoveries will be made and given to the world.

Remember that it is necessary to find out how it is.

COURT ACTION OVER MORTGAGE

Bank and W. C. Adams Have Hearing Before The Master

There was a trial before W. L. Bryan, Clerk of the Court, as Special Referee, last Thursday at the county court house in the case of Bank of Aynor against W. C. Adams and Mrs. Nettie M. Adams.

The suit concerns the foreclosure of a mortgage of the town property on Main street where the Horry Drug Co. is located. The original note and mortgage for a loan of \$10,500.00, bears date of May 18th, 1920, for this same amount.

The suit was brought some months ago, when the debt secured by the papers was not paid and no renewal note given as required by the bank.

The sole question in the case is as to certain payments made on the mortgage. It is admitted that following the giving of the note in February, 1921, there was a payment made of \$3,000.00.

In December, 1920, the defendant, W. C. Adams, made a payment of \$1,680.00 to the Bank of Aynor. The testimony taken at the hearing last Thursday concerned this payment more than anything else involved in the case.

The defendant, W. C. Adams, testified that on that occasion he wished to pay the \$1,680.00 as follows: The sum of \$1,500.00 on the principal of the debt and \$180.00 as interest for a renewal of the note for a short time, saying that he had the funds at en up the entire debt. He admitted that the time with which he might have taken the plaintiff bank would not agree to accept the payment in the way that he wished to make it, and that instead of applying the payment on the note and mortgage, gave him a separate receipt showing that he had paid the amount on the note and mortgage. He said that if anything was discussed at that time about his standing the loss that the bank would sustain on the sale of Liberty Bonds in order to carry his loan, he did not remember it.

The officers of the bank testified that when this large loan matured in December, 1920, that the bank had obligations of its own and that the bank wanted the defendants to pay this loan back very much, and insisted that it was needed in order to meet their obligations, and that in the presence of W. C. Adams, L. R. Haggood, and R. N. Johnson, the cashier of the bank explained to Mr. Adams that the only way the bank could possibly carry the loan for him would be for the bank to dispose of Liberty Bonds at a great loss which it then had pledged at different institutions in other cities, and that in such case if the bank carried the loan more than a few days, he, the defendant, would have to pay a certain portion of the loss. The vice-president and cashier of the bank testified that the defendant agreed that he would pay any loss that might be sustained by the bank's having to dispose of these bonds; that the \$1,680.00 was paid to be held in abeyance until it could be seen what the loss would be, and also until it could be determined for how much longer the bank would carry the loan; that at that time the defendant claimed that he was expecting to obtain money from another source and that he might be able to retire the entire debt within a very short time; that later the other funds, if any were secured by the defendants, were not applied in taking up the debt, and that the bank in the meantime had to proceed to dispose of the Liberty Bonds at the best prices that they would bring at that time and that letters were written to the defendant explaining the application of the \$1,680.00 to the interest and discount on the loan for the period of one year and the proportion of the loss on the sales of the bonds and that this new note for \$10,500.00 was inclosed with the letter for the signatures; that defendant answered the letters and signed up the note on February 11th, 1921, and acquiesced in the application of the said payment of \$1,680.00 in the manner explained in the letters.

Later when the new note now in

WHITE MAN HAS A NEGRO WOMAN

Claims Married Her Under The Laws of Another State

It appears that under the laws of some of the States it is not unlawful for the races to intermarry. In South Carolina it is against the law. Suppose a white man marries a negro woman under the laws of another State and then comes into South Carolina to live with his wife of another race? What is their status under the rule that the courts of one State must give full faith and credit to the acts of another State?

The question has arisen in Spartanburg County in regard to a white man who has been arrested there together with his negro wife. The Spartanburg Herald says:

Isaac Littleton Bagwell, white, aged 57 years, and Minnie Lackey, mulatto negress, said to be part Indian, are in jail in Spartanburg, pending legal investigations as to whether the two can live together as man and wife in Spartanburg, following their arrest by Detectives D. W. Thomas and W. S. Bryant, together with J. B. Cooksey and Mr. White, rural policeman, in a cabin near the General hospital where they were living together.

Both defendants were hauled before the recorder at police court on charges of disorderly conduct. Both pleaded guilty of the charges, but the matter was set aside until the intermarriage laws could be looked into.

When interviewed in his cell, Bagwell stated that if he got out of his trouble, since his wife has stated before the recorder that she would separate if they would drop the matter, he would be willing to go live in one place and let his wife live in another place. He further stated that there seemed to be no use for them to try to live together again in the face of the law and that he guessed it would be better to stay apart henceforth.

The prisoner stated that he was the son of the late Josiah S. Bagwell, of Glendale, a farmer of that place. Because of the illness of his father he returned to Spartanburg county from Cincinnati, O., where he had married Minnie Lackey, colored, about fourteen years ago, and nursed his father through his last illness and death four years ago.

About fifteen years ago Bagwell stated that he left Spartanburg county and went to Cincinnati, O., where he was married fourteen years ago to Minnie Lackey. During the time that he was in Ohio, he worked almost continuously as a carpenter, which trade he had learned previously to going north. Since returning to the county he stated that he had been employed, first as a farmer on the plantation of his father at Glendale and later as a carpenter in the city, where he moved about a year ago.

Minnie Lackey, he stated, is the daughter of Jim Lackey, reputed to be part Indian.

J. J. Burnett, lawyer and former probate judge, in speaking of the case, stated:

"My judgment of this matter is that the State will not recognize a marriage entered into by a white man and a negro woman, even in another State and they will not be allowed to live here as man and wife. This in face of the fact that one State is presumed to give full faith and credit to the acts of another State, it cannot be done in this instance in my judgment, (Continued on Page Eight.)

evidence was not paid and no renewal offered, the suit to foreclose was begun.

The referee took the matter under consideration and will render his decision in the case later.

The only question in the case is whether the loss on the Liberty Bonds which the defendant agreed to pay is to be regarded as extra interest charged him, or bonus, as the answer puts it, or was it paid by the defendant voluntarily and of his own free will, in order that the bank might be able to float the loan for him for the period of one year, which was the longest period that he asked for.

SUIT DOCKETED: FEDERAL COURT

H. Mayo Sarvis Sued by The Navassa Guano Company

H. Mayo Sarvis has been sued in the United States District Court by the Navassa Guano Co., on nine different notes executed in fertilizer transactions, running from the season of 1920 to and including the season of 1922.

The total amount demanded in the complaint is the sum of \$11,130.01, less payments made thereon totaling \$3,590.23. The plaintiff also demands interest at the rate provided for in the notes and demands attorney's fees. The summons in the case was served by the United States Marshall on April 28th, and his return filed in Charleston.

The defendant has filed an answer to the complaint in which he alleges in one paragraph to the effect that before the bringing of the action he fully paid, satisfied and discharged plaintiff's alleged claims as set out in the complaint. In another paragraph of the answer he alleges that between May 1920, and the date when the action was commenced he paid a total of \$6,854.79, whereas he is given credit in the complaint for the aforesaid sum of \$3,590.23.

He admits the execution and delivery of the notes sued on by information and belief.

In still another section of the answer he alleges that he is entitled to a discount of twenty-five per cent and claims that one fourth of the entire indebtedness should be deducted from the amount claimed in the complaint.

The complaint as served by the plaintiff is verified by the oath of the credit manager of the Navassa Guano Co., and the answer of the defendant is also accompanied by defendant's oath to all of the allegations positively alleged in answer, and as to those which he sets forth on information and belief he states that he believes they are true.

Sarvis is a farmer on Loris R. F. D. No. 1. He is the owner of a number of farms. He has been operating these farms for a number of years, planting various crops, among them Irish potatoes, tobacco, and probably cotton and strawberries. The total acreage of farms owned and operated by him is a total of about five hundred acres.

The case has been docketed and will come up in regular course for trial in Charleston, Florence, or Columbia.

SCHOOL FIRE KILLS MANY

Cleveland School House, in Kershaw County, Near Camden, Burns

Camden, S. C., May 19.—Gaunt, awful tragedy broods over the stricken Beulah section of Kershaw county. Of all the homes in the environs of the school there remains hardly one that escaped bereavement as a result of the burning of Cleveland school house in Kershaw County, near Camden, S. C.

Seventy-five, 16 women, 41 children and 18 men, last week were dead. Entire families were wiped out, parents burned to death beside the children they could not save. Fathers and husbands caught in the fatal stairway jam in heroically futile effort to make their way back to loved ones lost in the surging mob that, tearing families apart, carried all to death. Orphans, crazed by the loss of parents, brothers, sisters, widowed husbands and wives.

The rising sun, the fiery and horrible night over at last, looked down upon this naked tragedy and men and women, stunned and numbed by the loss, could not realize the terrible immensity of it all. A pile of ashes, smoking timbers, hot tin. A gruesome row of charred corpses, naked in the morning light, black unrecognizable. The body of what had been a woman and beside it the shreds of the torso of two babies, fallen where they had been held by the arms that now were only blackened bones. A negro nursemaid, dead, lifeless despite the proof of mute and glorious heroism of the negress, who had offered her own body as a shield to her helpless charge. Blackened bones. These told the horrible story and somehow it was not entirely understood. There are sorrows beyond the reach of human hearts; tragedies that are never known.

A woman, her eyes red with weeping, tearless now, walked among the dead oblivious to others like her there and unaware of the morbid sight-seers hovering like birds of prey about the ghastly scene. "That's little Eva's foot," the woman said. "Call some one. That was the dress she wore." And then in agony. "Do help me to find my husband. I could bear it then. This is the third time I've been here and I can't find him. I don't know which is he. No, he wore low quarter shoes. That's not them. They were new. I bought them three days ago—Yes, I (Continued on Page Five.)

BUS MACHINE WAS HELD UP

Execution in The Hands of Magistrate Constable Was Cause

OPPOSES THE RAILROAD

Expense of Operation of Line Appears To Be Great

The Motor Transportation Co., was incorporated under the laws of South Carolina and obtained a charter on August 2nd, 1921, with the following named officers: L. N. Bagnall, president; M. R. Bagnall, vice-president, and J. E. Rankin, secretary, treasurer and general manager.

It appears that the purpose of the company was to establish and operate a number of omnibus lines running out of Columbia, S. C., and one of the purposes was the running of a line from Conway to Marion and return.

The line from Conway to Marion was operated under the name of Conway-Marion Bus Line, but it is conceded that the line was only a part of the general business which the company proposed to do. Nothing is known here as to the extent of the success of lines which may have been put on or operated by the company out of Columbia, or to or from other points in the State.

The establishment of the line from Conway to Marion was favored by the business men. The secretary of the Chamber of Commerce aided in the bringing of the line to Conway in pursuance of the general policy of the chamber to foster and encourage improvements of every kind for the county. The establishment of the line was regarded as a great improvement for the people of the town and of the county along the national highway leading from this point by Gallivants Ferry on by way of Rains through Marion County, so as to make connection with all of the trains on the main line of the Atlantic Coast Line. The people have patronized the line from the beginning. Good service has been given. In the operation of the line the bus has called at the homes of travelers and taken them on when otherwise they might have been left in Conway. On the return trips from Marion at midnight, the bus has delivered its passengers at the doors of the homes. At times the management of the concern has gone to great expense and trouble to make the connections and avoid delays for its passengers.

Recently it has appeared that the expense of operating the line has been more than the income. Obligations were not promptly met as is shown by the issuing of an execution in the hands of the constable from the court of Magistrate W. H. Chestnut some time last week and the seizure of the bus under process.

This did not stop the running of the line, however, as the regular trips were continued by the use of touring cars belonging to the company or transfers hired in the usual way for the regular charges of the transfer drivers. At times it is said that extra transfers had to be employed to times there was hardly enough to pay carry the passengers while at other the expense of operating the line.

Several months ago J. A. Bagnall, who had been connected with the bus line more or less ever since its beginning, stated at Conway that the Conway-Marion Line had been turned over to him; that he would give it his undivided attention, or words to that effect, and would pull it out of its difficulties.

J. A. Bagnall has been in charge of it now for several months and for some time negotiations have been on for a sale of the equipment to local parties.

It has been apparent that the Atlantic Coast Line Railroad Co., was opposed to the operation of the bus line, not that they attempted to interfere with its operation in any way, but they regarded its operation as direct opposition to them.

It was after the establishment of the bus line that the matter of the sidetrack for a sweet potato storage house came up through a committee of the Conway Chamber of Commerce. The site was decided upon and all arrangements thought out up to the matter of this sidetrack, and when it came to that, the railroad company, without any explanation for their refusal, would not agree to put in a track to accommodate the warehouse. This matter of a sweet potato curing and storage system was regarded as a very important thing for the county at that time. It is known that the (Continued on Page Four.)

No man should ask a favor of another when he knows that it is not right to ask it, and that when asked it ought not to be granted; still that will be granted in order to keep up good will and because the one asked hates to refuse. Such a practice is nothing short of imposition on another.