

Colds Cause Grip and Influenza
LAXATIVE BROMO QUININE Tablets remove the cause. There is only one "Bromo Quinine." W. GROVE'S signature on box. 50c.

ASPIRIN

Say "Bayer" and Insist!



Genuine

Unless you see the name "Bayer" on package or on tablets you are not getting the genuine Bayer product prescribed by physicians over twenty-two years and proved safe by millions for

Colds Headache
 Toothache Lumbago
 Earache Rheumatism
 Neuralgia Pain, Pain

Accept "Bayer Tablets of Aspirin" only. Each unbroken package contains proper directions. Handy boxes of twelve tablets cost few cents. Drug-gists also sell bottles of 24 and 100. Aspirin is the trade mark of Bayer Manufacture of Monoaceticacidester of Salicylicacid.

THROWS LIGHT ON CONTRACTS

Usual Form of Complaint Asking Injunction Against Breach

Just at this time there is considerable interest being felt in the nature of the rights of the Tobacco Growers Cooperative Association as to the crop that is raised by either the landlord himself, or by the tenants of the landlord. Several articles have appeared in the local papers regarding suits for injunction and damages for breach of the contract that was signed up for a period of five years by the members of the association. Several suits have been filed in this county and details regarding those have appeared in this paper.

The complaint in the suits filed varies to some extent according to the differing circumstances of each case; but the usual form that is used in these suits is brought under the provisions of the contract whereby it is agreed that the association may have an injunction against the breach of the contract and a decree for specific performance of the contract.

The general form of the complaint may therefore be of interest to the tobacco growers just now, and for that reason the form of complaint here follows:

The plaintiff, complaining of the defendant, alleges that:

1. Plaintiff, Tobacco Growers' Cooperative Association, is a corporation created and organized on the 9th day of February, 1922, and now existing under and by virtue of an Act of the General Assembly of North Carolina, ratified the 7th day of March, A. D. 1921, known as "The Cooperative Marketing Act," a copy of said Act being hereto annexed and made a part hereof and marked "Exhibit A."

2. During the years 1921 and 1922, and up to the time of the creation of this plaintiff as aforesaid, many tobacco growers of the States of North Carolina, Virginia and South Carolina entered into negotiations among themselves with a view to forming and organizing an association for the cooperative marketing of tobacco, and to improve the industry of growing tobacco, because for a long time prior thereto, the tobacco produced by such growers was often subjected to speculation and manipulation and the growers were unable to realize the cost of production and of marketing their tobacco and the business of producing and marketing their tobacco had become extremely hazardous.

3. In order to form such cooperative association and to remedy the existing evil, the interested parties formed an organization committee and this committee circulated a printed form of application for membership and a printed form of agreement for the creation, establishment and organization of a cooperative marketing association. In contemplation of the incorporation and organization of such association defendant, together with numerous other tobacco growers of the aforesaid States, signed, executed and delivered to said organization committee a printed form of association agreement, which is hereinabove mentioned and which was known as Tobacco Growers Cooperative Association Agreement and Contract. A copy of said writing as signed by said defendant is annexed hereto, made a part hereof and marked "Exhibit B."

4. Similar agreements were signed, executed and delivered to the organization committee by many other tobacco growers in North Carolina, Virginia and South Carolina prior to January 1st, 1922, to the end and for the purpose of organizing a non-profit, cooperative marketing association, without capital stock, and of promoting, fostering and encouraging the business of marketing tobacco cooperatively and in an orderly manner, of reducing speculation and of stabilizing the tobacco market.

5. By said writing, signed as aforesaid, defendant, among other things, applied for membership in plaintiff

TEETHING BABIES

need food rich in bone-building materials

Scott's Emulsion

provides much-needed bone-food.

PREVENTS RICKETS



association.

6. Plaintiff and its organizers and said organization committee have duly performed all of the conditions of said Tobacco Growers Cooperative Association agreement and contract on their part. By January 1, 1922, signatures of tobacco growers or of landlords or tenants or lessors or lessees of land on which tobacco was and is grown (such landlords or lessors receiving all or part of their rental in tobacco) covering at least one half of the aggregate production of tobacco in the States of North Carolina, Virginia and South Carolina, during the year 1920, were secured by the said organization committee, and agreements signed by tobacco growers or landlords or tenants or lessors or lessees of land on which tobacco is and was grown (such landlord or lessor receiving all or part of the rental in tobacco) were executed and delivered to said organization committee prior to January 1st, 1922, and the tobacco grown or controlled by said persons who executed and delivered said agreements aggregated an amount exceeding one half of the total production of tobacco in said States of North Carolina, Virginia and South Carolina in the year 1920. Said quota was not reached until after July 1, 1921.

7. On the 9th day of February, 1922, as aforesaid, the organizers of said plaintiff filed its Articles of Incorporation with the Secretary of the State of North Carolina in the manner provided by said cooperative marketing act. Said Cooperative Marketing Act was and is appropriate legislation for the organization of this plaintiff as a non-profit association, without capital stock, and this plaintiff was, therefore, organized under the laws of the State of North Carolina.

8. On the 10th day of February, 1922, this plaintiff accepted said application of defendant and ratified said agreement, "Exhibit B," and on or about the 10th day of February, 1922, notice of the acceptance of defendant's application for membership and that his signature to said association agreement was deemed, to all effects, the same as a separate signature to a marketing agreement, was mailed at the United States Post Office, postage prepaid, to said defendant at his address at South Carolina, as the same appears in said association agreement and contract.

9. On the 5th day of January, 1922, the organization committee of plaintiff executed a written statement, signed by its chairman, to the effect that sufficient signatures covering a sufficient quantity of tobacco had been secured, as aforesaid, and a copy of said written statement is here annexed and marked "Exhibit C."

10. By said marketing agreement, annexed to said association agreement, defendant agreed to sell and deliver to plaintiff all of the tobacco produced by him or for him or acquired by him as landlord or lessor during the years 1922, 1923, 1924, 1925 and 1926. Plaintiff is informed and believes and therefore alleges that defendant has produced and acquired pounds of tobacco, of the 1922 crop, which said tobacco was picked and cured by the day of 1922. On or about 1922, plaintiff notified defendant to deliver his said tobacco to a warehouse at None of said tobacco produced or controlled by the defendant, as aforesaid, was covered by existing contract or crop mortgage.

11. Defendant has failed, neglected and refused to deliver any of his tobacco to plaintiff in accordance with his said contract; and plaintiff is informed and believes, and therefore alleges, that unless restrained by this Honorable Court, defendant will deliver all of his said tobacco, to-wit:

pounds to persons other than plaintiff and will sell the same to said persons. Plaintiff is informed and believes, and therefore, alleges, that defendant has announced that he will not deliver any of his said tobacco to plaintiff in accordance with the terms of said agreement "Exhibit B" and that a demand for the delivery of said tobacco to plaintiff will be useless and that defendant, unless restrained and enjoined by this Honorable Court, will fail, neglect and refuse to deliver his said tobacco to plaintiff, will violate his agreement and sell and dispose of his tobacco to other persons, to the damage of plaintiff in an amount which cannot be ascertained.

12. Said agreement "Exhibit B," as appears on the face thereof, and all obligations, terms and conditions thereof were and are in all respects just, fair and reasonable between the parties thereto and there was and is an adequate and fair consideration for the obligations of the parties set forth in said agreement, and the rights and obligations of plaintiff and defendant under said agreement are mutual and reciprocal.

Plaintiff is and ever since its said incorporation has been ready, able and willing duly to perform conditions of said agreement on its part and to receive, grade and market defendant's tobacco in the manner provided by said agreement, and plaintiff hereby offers fully to perform its said agreement upon delivery of said tobacco to it, and further offers to do complete equity in the premises.

13. As appears from said agreement, "Exhibit B," all of the signers thereof were, and were required to be, growers of tobacco or landlords, tenants, lessors or lessees of land on which tobacco is grown, and no others; which said landlords or lessors receive all or part of their rental in tobacco. That one of the covenants and agreements of the cooperative marketing agreements signed by defendant and all other members is as follows:

"The grower agrees that in the event of a breach or threatened breach by him of any provision regarding delivery of tobacco, the association shall be entitled to an injunction to prevent breach or further breach thereof and to a decree for specific performance hereof; and the parties agree that this is a contract for the purchase and sale of personal property under special circumstances and conditions, and that the buyer cannot go to the open market and buy tobacco and replace any which the grower may fail to deliver."

14. Failure to deliver tobacco to plaintiff in accordance with the terms of said agreement, will defeat and destroy the purposes for which the plaintiff was formed, as it is necessary in order to carry out said purposes, for plaintiff to control a large quantity of tobacco, which it will not be able to do if its members violate their agreements, as under the law and its organization agreement it is not permitted to purchase tobacco in the open market, and without such control plaintiff cannot attain any of the objects for which it was organized.

15. If defendant fails to deliver his tobacco, plaintiff will be damaged in an incalculable amount in that it will be unable to secure the amount of tobacco it was organized to handle and will thus be unable to prevent the manipulation of the tobacco market and accomplish one of the purposes of the organization. Plaintiff will be further damaged in an incalculable amount by defendant's failure to deliver said tobacco, in that the pro-act of marketing the tobacco of plaintiff's members who deliver tobacco in accordance with their contract will be raised to a degree that cannot be estimated. This increased cost of marketing and the defection of the defendant has caused and will cause dissatisfaction among other members of plaintiff and will encourage other members to cease to deliver to plaintiff; said defection will also prevent the normal increase in the number of plaintiff's members.

16. By reason of the foregoing facts plaintiff will be damaged in an amount which cannot be ascertained.

No Worms in a Healthy Child

All children troubled with Worms have an unhealthy color, which indicates poor blood, and as a rule, there is more or less stomach disturbance. GROVE'S TASTELESS CHILL TONIC given regularly for two or three weeks will enrich the blood, improve the digestion, and act as a general strengthening Tonic to the whole system. Nature will then throw off or dispel the worms, and the Child will be in perfect health. Pleasant to take. 50c per bottle.

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MAKES GOOD SALE

J. D. Montgomery was in Conway last Monday attending the tobacco sales. He has placed a portion of his crop on the market and realized a good price for the primings. He is selling at the cooperative warehouse.

TOBACCO AND COTTON

B. F. Watts has six acres of cotton and six acres of tobacco on the W. F. Stackhouse place at Socastee, this year, and both crops are doing well. He expects to raise a half bale of cotton per acre.

Up to the end of last week he had sold his primings from the tobacco crop as follows:

Four hundred and thirty-four pounds at nineteen and a half cents; one hundred and eighty-four pounds at twenty-seven cents.

He was here with the second curing last Tuesday.

and plaintiff has no plain, speedy or adequate remedy at law and will be irreparably injured and will be without remedy in the premises unless an injunction is granted in the manner prayed for herein.

17. Plaintiff has incurred for the prosecution of this action an indebtedness to its attorneys in the sum of dollars, which said sum is a reasonable sum for prosecution of this action.

The Quinine That Does Not Affect The Head
 Because of its tonic and laxative effect, LAXATIVE BROMO QUININE (Tablets) can be taken by anyone without causing nervousness or ringing in the head. E. W. GROVE'S signature on box. 50c.

Repair Sale

We will sell at public auction, on August the 30th, a great number of watches accumulating now for a period of two years. If you need a watch of any description now is your opportunity to get it at a bargain. These watches range in value from \$1.00 to \$25.00, and will be sold to the highest bidder. Don't miss the opportunity to get on of these watches as the prices of watches and clocks are advancing on account of the high tariff. Be on hand get get your pick at eleven o'clock, August the 30th 1923. If you cannot come send a buyer.

J. E. DAWSEY

THE BIG CLEARING SALE AT THE SPARKS CO.

will run until Saturday, August 25. All summer goods cut to and below cost.

All ladies', misses and children's hats one-half the average price. Now is the time to get your late summer wear at a bargain. Give us your trade and save money.

Our fall stock is now coming in, and we will be better prepared to fit you up with dress goods and trimmings than ever before.

We will also have the most up-to-date line of Millinery we have ever had and a thoroughly competent milliner to serve you that Conway has ever had.

Yours to please,
THE SPARKS COMPANY

HORRY COUNTY TRUST CO.

L. D. MAGRATH, Manager

Real Estate, Bonds and Insurance.

Weak Back

Mrs. Mildred Pipkin, of R. F. D. 8, Columbia, Tenn., says: "My experience with Cardui has covered a number of years. Nineteen years ago... I got down with weak back. I was run-down and so weak and nervous I had to stay in bed. I read of

CARDUI

The Woman's Tonic

and sent for it. I took only one bottle at that time, and it helped me; seemed to strengthen and build me right up. So that is how I first knew of Cardui. After that, ... when I began to get weak and 'no account', I sent right for Cardui, and it never failed to help me."

If you are weak and suffering from womanly ailments, Cardui may be just what you need. Take Cardui. It has helped thousands, and ought to help you.

At all druggists' and dealers'.

E 97

Piles Cured in 6 to 14 Days

Druggists refund money if PAZO OINTMENT fails to cure Itching, Bleeding or Protruding Piles. Instantly relieves itching, P.P.'s, and you get restful sleep after first application. 50c.



IT'S always a good time to buy Goodyear Tires, for, as this chart shows, Goodyears are priced extremely low, year in and year out. But now is the best time, because Goodyears are selling today 30% below 1914 prices, and their quality now is better than ever before.

As Goodyear Service Station Dealers we sell and recommend the new Goodyear Cords with the beveled All-Weather Tread and back them up with standard Goodyear Service

BUCK MOTOR CO.
 Conway, S. C.

GOOD YEAR

"CALCO" Automatic drainage gate

Turns swamp lands into farm lands, by keeping land thoroughly drained and preventing back water flooding. It needs no attention, for it is absolutely automatic. It works while you sleep.

These cast-iron gates have been installed in connection with reclamation, irrigation and drainage work. The Calco automatically protects the land from freshets, tide and flood—enables crop planting at all seasons—makes crops grow where none grew before—and never fails to work. Very inexpensive. Made in any size from 12 inch to 72 inch.

Write Dept C For Descriptive Folder and Price List

Dixie Culvert & Metal Co.,
 ATLANTA, GA.