Our Delivery Service

Our wagons are always at your service and we will fill your EDITOR THE INTELLIGENCER:

In view of the recently published opinion of Mr. Sullivan that the watshort notice.

We deliver anything from a can of spice to a barrel of flour.

If you are interested in securing the best at right groceries prices and always delivered promptly, just leave, or 'phone your orders here.

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ameos

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Attorney J. K. Hood Discusses Validity of Franchise Matter

was therefore in violation of certain provisions of the constitution of 1895, it seems to me necessary that I make this statement in order to prevent misunderstanding as to my position in the matter inasmuch as he and I were the city's attorneys when that con-tract was made and he is now the city's attorney.

I then thought and still thing that the city council had the legal right to make the contract in question. Mr. Sullivan's contention seems to be that the only ground for questioning the validity of the contract rests on the question as to whether the agreement to pay the company for water and lights from month to month as furn-ished during a term of years created a bonded indebtedness within the meaning of the constitution without authority from the people so to do as expressed in an election held for that

I claim no infallibility of opinion, legal or otherwise. In fact, it is my errors and shortcomings that help to keep me humble and sympathetic to-ward my fellowmen. But I certainly ought to know what a municipal bond is, for every cutstanding bond against the city of Anderson was issued dur-ing the 12 Mars that I was actual and active city attorney, except the \$8,000 issue of city hall bonds, which were issued while I was mayor.

The very fact that neither I nor Mr Sullivan nor any other member of the bar nor citizen of Anderson, it is fair to presume, for one moment thought that the making of the contract for water and lights was creating a bond-ed indebtedness within the meaning of the constitution in some evidence as to how both lawyers and laymen construed the meaning of "bonded indebt-edness," for not only the lawyers but the laymen know that no bonded indebtedness can be created except by a majority vote of the electors of the municipality cast at an election order-ed by the city council as a result of a petition from a majority of the free-holders asking for the election.

One of the fundamental rules of one of the fundamental rules of construction is to give to language the ordinary and common meaning which the average man understands by it. The generally accepted meaning of municipal bonied indebtedness is that the city issue and sell its bonds for the puresse of manifestations. the purpose of raising a fund with which to perform some municipal work or improvement. The very fact that the constitution requires that municipalities shall, on issuing bonds, "create a sinking fund for the redemption thereof at maturity," strong-ly supports that view. The average man, whether a lawyer or a layman, would be sorely puzzled to see any necessity for creating a sinking fund to pay water and light rentals which

are due and payable monthly.

The necessary procedure for issuing bonds is as follows, by way of illustration: A majority of the freeholders of the city sign a written petition to council asking that an election be held on the question of issuing the bonds of the city to a certain amount for the purpose of making certain improvements, as for instance. paving streets. The voters cast their ballots saying yes or no on the question as to whether, in the first place, they are to whether, in the first place, they are in favor of the paving, and, in the second place, whether they are willing for the city council to issue and sell enough bonds to raise the amount of money that is necessary to do that paving. If the majority votes in favor of issuing bonds for that purpose the city borrows the required sum by issuing and delivering its bonds to the man who lends the money, bonds besuing and delivering its bonds to the man who lends the money, bonds beling nothing but promises to pay back the money with interest, and the money is turned into the treasury and paid out as the work is done. Of course the city thereupon levies a tax for the purpose of paying the interest on the bonds each year, and is also required to create a "sinking fund" with which to pay the principal of the debt when due. Of course everybody understands that a "sinking fund" merely means that the city must lay by each year such sum of money as will in the aggregate enable it to pay the principal of the bonds when due. On the other hand, if a majority of the people vote no, then the paying, as a

On the other hand, if a majority of the people vote no, then the paving, as a matter of course, is not done. In other words, the question really voted on is "shall we have naving."

What would the people be asked to vote on when it comes to making a contract for water and lights? Certainly not as to whether we should have water and lights, for that is an absolute necessity and a fixed policy. We might as well he asked whether we want smashine and showers. They could not vote on the question of confirming or rejecting any proposed conould not vote on the question of contraing or rejecting any proposed conract, in all probability, for it is not
likely that responsible people who
would be able to satisfactorily furnish
water and lights would care to go to
he trouble and expense or making a
contract that might be whimiscally
velected or that might be rejected for
some feature that could be easily
greed on if it were possible to find
not the ground of objection. It must
be remembered that if Mr. Sullivan's
contention is valid, that there would
be no contract on which to vote unless
me was voluntarily entered into by
hose proposing to furnish water and
ights for the purpose of submitting it
to the people for ratification or rejection. It is not a question of voting on
the contract that has already been
nade. If that contract is invalid then
the company would have the same
right as the city to treat it as void.

Weat, then, would be submitted to
the people for their decision?

It

could only be, in my judgment, the question whether the city should un-dertake municipal ownership and er and lighting contract made by the city council last winter was and is tems, or whether the city council void for the reason that it was an atcity council last winter was and is tems, or whether the city council void for the reason that it was an attempt to create a bonded indebtedness ble with some responsible person to without the vote of the people and furnish water and lights to the city and its inhabitants on the most satisfactory basis that could be negotiated. Suppose that question had been submitted to the voters and a majority had voted in favor of municipal own-ership, which would have required the city to issue bonds to carry that into effect. It is possible to conceive that a majority of the people might thereupon refuse to vote the neces-sary bonds. Granted that such is not likely to be the case, still it can not be denied that such is a possibility and that an absurd result would follow. Our constitution is not likely to re quire that which may lead to an ab-

On the other hand, suppose a ma jority of the people had voted in favor of the city making the best contract come, then he could have submitted his proposition on terms of his own choosing and then fold the city coun-cil that the people had already voted against municipal ownership and that by him or look elsewhere. Such a pre-dicament would have deprived the city terms possible, for without the threat of municipal ownership and control, which was constantly used by the city council in the contract made, the city would have been under the necessity of making that contract without the

is a very necessary and important factor in the successful practice of law as of every other business, it does not seem to me that the making of this contract was the creating of a bonded indebtedness within the meanbonded indeptedness within the men ing of the constitution. The men that made that constitution were men like John E. Breazeale, George E. Prince, D. H. Russell, J. M. Sullivan, and lights was a creation of a "bonded debt" that required a vote of the people to ratify. They doubtress m just what the average man ur stands to be meant by a bonded debt, namely a debt created by the sale of oonds, from the proceeds of the sale of which some corporate purpose is accomplished.

But Mr. Sullivan thinks that the su reme court has already decided that he mailing of such a contract whereby the city merely obligates itself to pay a monthly rental for water and lights for a term of year is the crea-tion of such a bonded debt as requirtion of such a bonded debt as requir-ed a vote of the people to make the contract valid, and refers to the Char-laton case and the Fountain Inn case authority and his conclusion. I do not reach the same conclusion from those cases that he does. In fact I think that the latter of those cases pointedly indicates that the court does not deem such a contract as creating a bonded indebtedness in the constitutional meaning.

meaning.

The Charleston case was merely an attempt on the part of the city of Charleston to avoid the constitutional limitation as to indebtedness by having organized a water company which was ostensibly to issue a million and a half dollars worth of bonds for the purpose of invalling a proper water aystem and letting the city of Charleston in effect guarantee the payment thereof by binding itself to pay the equivalent of nearly \$80. per hydrant per year for 50 years, the term for which the water bonds were to run, unless the city in the meantime should be able to take over the plant. The supreme court very properly held that that was an attempt to increase its bonded indebtedness, watch already far exceeded the constitution limitation, and that the proposed contract was therefore void. While Mr. Justice Pope, who rendered the decision in that case, used language that indicated that ne believed the maxing of a contract for water and lights would amount to a creation of a bond.

proposed contract is of the nature leston case), which can not be created without the sanction of the majority of the qualified electors of the town, constitution, Art. 8, Sec. 7." If ht and the other members of the supreme court were of the opinion that that contract created a bonded indebted-If he and ness it is not likely that they would have used that peculiar language, to wit: "It may be corected that the proposed contract is of the nature of a bonded debt." To my mind, it was merely equivalent to say that for the nurness of deciding the trace. purpose of deciding the two questions involved it may be conceded that it was cerating a bonded debt, but even such were true, and an election was necessary, then the town council had authority to order the election and consequently the contention that it was without such authority overruled. In coming to that conclusion the ourt further used this languauge: Moreover, as the making of the con ract is the creation of a bonded debt," etc., but that, to my mind, merely meant, namely, that it may be conceded for the purpose of this decision that the contract was a bonded lebt, and still the constitutional redirements as to creating a bonded lebt had been compiled with.

But let's concede for the sake of arament (as the supreme court did above) that our contract was invalid at the time it was made, and then the possible with some private concern to question naturally arises whether the possible with some private concern to question naturally arises whether the furnish water and lights. What kind city and the citizens are now estopped of a predicament would that have in fairness sud justice from raising placed the city council in? If Mr. that question. Mr. Sullivan came to placed the city council in? If Mr. that question. Mr. Sumvan came to Taylor should have been asked to the conclusion that they were not, and submit a proposition under such circumstance, he might have replied that he was not in the market just then and that when the city council citizen to require the city of Spartanthen and that when the city council that question. Mr. Sullivan came to then and that when the city council had tried all other possible contractors that they might call around to see him again if they had not obtained what they desired. When that time came, as it certainly would have ing quoisition from that same decision ing quoiation from that same decision more in point than the portion quoted by Mr. Sullivan, to wit: "That most serious question for the court is, did the inaction and delay amount to such the inaction and delay amount to such against municipal ownership and that the petition unjust and inequitable? If so, whatever may have been the rights of the petitioners, they should not snow be inforced. In solving this quesdicament would have deprived the city of the periods. In solving this quesciouncil of the strongest leverage that mow be inforced. In solving this questit had to force the most favorable tion the important inquiries are: (1) terms possible, for without the threat Was the delay unreasonable; and (2) Would its natural result be injury to the party against whom the relief is sought?" That involves moral questions that every man can answer for of making that contract without the himself. Every citizen has had the least competition or pressure in its behalf. tract tested from the very day that it was signed. And if that court should hold that the delay was not unreas-onable, could it hold that the natural result of setting the contract aside would not cause injury to the company? I hear that the company has spent something like \$30,000 in putting in new mains. Section 6 of the contract provides that "the company shall immediately upon acceptance of this ordinance. J. Perry Glenn and L. D. Harris, who were members from Anderson County, and I do not believe that they intended to say that the making of a contract for the furnishing of water ply water to fire hydrants with mains not less than six inches in diameter," etc. Had the company delayed pulting in those six inch mains up to this date it could well have been charged with indifference to its con-tractual obligations and that it would likely fail to perform that part of its contract within the time specified. Would the injury done the company be entirely compensated for by the city reimbursing for the expense incurred? It is not conceivable that any fair minded man would be will any fair minded man would be will-ing to set the contract aside unless the company was fully compensated for all moneys expended in improving its services so as to save it against the very injury that the court speaks of. I do not believe the supreme der the circumstances even if it should come to the conclusion that the contract was invalid when passed and

ne benefits that were accomplished in chaif of the city and its citizens: The water consumer now gets 3,000 alloas for 75 cents as against 2,000 or 75 cents under the old contract the tried very hard to make the min num 56 cents but found that some ody would have had to pay mor then a reasonable rate if the minimus

and only six inch mains shall now be installed.

The city now pays \$40 per hydran as against \$50 under the old fran-chise; and as the city is now required to pay for the water used erage and sprinkling and other pur poses, the individual consumer ob-tains his water at the lowest mini-

mum possible.

The city has the right at any time to purchase the entire water plant on a basis that would be fair and just to the city and company.

The minimum consumer of electric

ity pays 11 cents per killowatt hour with five per cent. discount in ten days as against 121-2 cents under the old contract, as I remember. When this was under consideration the officials of the company stated that they would reduce that charge to 10 cents as soon as arrangements could be made to adopt that rate in Spartanburg and Greenville, and that An son would be given the benefit of that rate though it was a less consumer than either of the other two cities. I understand that that rate has been

The city has the right once in ever five years to purchase the company's electrical plant and appliances in use in the city for furnishing electric lights and small power in connection therewith at the time of the purchase by paying a fair and reasonable price therefor, and a scehme is provided for arriving at that price if the city and company can not agree. While the term of the contract is 40 years still the city may terminate it in each five years thereof by purchasing the plants of the company.

I think the city council negotiated

an excellent contract; that no other body of men could have done better. My understanding was that the three members who voted against the rati fication of the contract did so because they thought it desirable to submit i to a vote of the people and not be cause they did not think that the con truct was a fair and just one to the

ity.
I am handing Mr. Sullivan a copy of this statement before its publica-tion. Had he shown me a copy of his opinion before publication, which every consideration of courtesy and mutual interest and liability in the premises required, I would have tried to save him from the unhappy plight into which he has let his extreme partisanship throughout this whole mat

tisanship throughout this whole mat-ter lead him.

I shall endeavor by every proper and honorable means to uphold the validity of this contrast, made by our clients with our assistance, as their trusted attorneys, and not only on that account but for the additional reason that I believe that the people of Anderson, whom I have ever striven to faithfully serve as a municipal officer, are enjoying and will erloy the fruits of a fair and beneficial contract that probably could not be duplicated should they be deprived thereof by any unwise action on fae part of their present city council. Indeed, I entertain a very confident hope that at least a majority of the council. least a majority of the council will abandon the effect to deprive the people of the countract as soon as frey shall have had the opportunity of studying the matter the roughly smouth to reach the independent conclusion thereof pendent conclusion thereon

W. W. Long, State sgent of demonstration and director of extension at Clemson College, advises South Carolina farmers not to sell or dispose of a bushel of their cowpeas this fall, but instead to buy all the cowpeas they are able to buy, in order to have the peas to sow after small grain next season. South Carolina lands will be incalculably improved by such a practice, accordproved by such a practice, according to Mr. Long.

JNO. K. HOOD.

Encouraging reports are reaching Clemson College from the county demonstration agents. In rest sec-tions of the State more wheat is being sown than ever before in the history of those sections. Clemson's agents have been conducting contract was invalid when passed and would then have so declared had the history of those sections. Clemson's question been promptly raised.

If the supreme court should declare grain and live-at-home campaign the contract invalid? will have the daily ever since the outbreak of the province that I gave European war and effects are be-European war and effects are beginning to be noticed on every side.

Lander

Laid to Rest Yesterday Afternoon at 3:30 in William

The funeral services of Mrs. Laura
Now a few words as to the business side of the matter. The members of council and their attorneys spent much time, day and night, in working on the negotiations leading up to the adoption of the contract. So ar as I know, every one of them was working to obtain a contract that would be fair and just to the city as well as to the company. I found Mr. Taylor and Mr. Orr alert in behalf of their company, as it was their duty to be. Street Methodist church there yester-gly afternoon at 12:30 o'check con-ducted by the Rev. L. P. McGee and the Rev. Dr. Jahn O. Wilson, Follow-ing the services in the church the body was taken to Williamston in a special train over the Interurban railway, the remains being accom-panied by some 20 or 40 people from Graenwood At the services at Green-wood the following gentlemen served as pailbearers: How C. A. C. Walles

never saw the slightest effort on their part to mislead or deceive any one rad I believe that I can say for every member of that council, as I say for member of that council, as I say for myself, that the negotiations were conducted without the least acception of the matter was thoroughly and repeatedly discussed and understood, and the atmost publicity given thereto as everynody will remamber.

The test of the intelligence and findellity with which work is done can generally be found in the results accomplished. Let us look at some of the benefits that were accomplished in behalf of the city and its citizens:

The water consumer now gets 3,000 gallons for 75 cents under the old contract. We tried very hard to make the min-

The Unexpected Happens.
"It was an unusual situation confronted our for harring club hobody knew just what to do."
"What happened?"

PLANS FOR RAISING OF BELGIAN RELIEF FUND

DISCUSSED YESTERDAY BY COMMITTEE AT CHAMBER OF COMMERCE

MEETS SATURDAY

For Purpose of Announcing Plan And Putting Them Into Practice.

Ways and means for raising funds for a Christmas offering for the Belgian widows and orphans who have been left in destitute circumstances by the European war were discussed at some length yesterday afternoon at at some length yesterday afternoon at a meeting of members of the educational committee of the Chamber of Commerce. At the meeting, which was held at the Chamber of Commerce, but a few members of the committee, including one clergyman, were present. It was decided to hold another meeting next Saturday afternoon at 3 o'clock, at which time a committee, which was named yesterday afternoon, will suggest plans for going about the raising of this fund.

about the raising of this fund.

Present at the meeting yesterday afternoon were Messrs, E. C. Mocants, superintendent of the city schools; F. M. Burnett, secretary of the Y. M. C. A.; P. H. Whaley, secretary of the Chamber of Commerce; M. M. Mattison, Dr. A. L. Smethers and the Rev. J. H. Gibboneyfi rector of Grace church. The Rev. Dr. W. H. Fraser, pastor of the First Presbyterian church, telephoned his regrets that he was indisposed and could not come out to the meeting, while the Pay. Dr. J. F. Vines, pastor of the First Baptist church, cent a letter stating that he was out of the city and regretation that he could not astend.

The Charleston & Western Caroline. Beilman Caroline.

Various plans were suggested at the meeting for raising a fund for the Be meeting for raising a fund for the Belgians. Mr. Burnet announced that he would give the proceeds of the opening day at the Paramount motion picture theatre, or the proceeds of the day performance. In order to make the attendance as large as possible on that day, he suggested that he would procure a series of pictures especially pleasing to children and have the matter called to the attention of the school children of the city by their teachers. The Rev. Mr. Gibbonoy came forward with a suggestion that contributed aveloges be printed and distributed the pastors to the chairmen c. would see to it that the m committees, wh their committee gave an offering

After a thorough discussions of the natter it was decided to appoint a committee consisting of Messrs. Whalcommittee consisting or Messrs, Whal-ey, Burnett and Gibboney to map out a program for the meeting which will be held Saturday afternoon at 3 o'clock. In the meantime letters will be sent to the pastors of every church and superlitendents of every Sunday school in the county urging them to

Knights

Of Pythias Did Amplified Third Rank Work Here Last

A hundred or more Knights of Pythias, representing practically every lodge in the county, gathered last night in Chiquola Lodge hall in special session for amplified third rank work, which was carried out by an expert team of the local organisation. The third rank was conferred upon Mesers. Frank Browniee and F. E. McHugh, and the work was put on in Eqs. 1 form.

goal form.

Following the exercises a delightful smoker was enjoyed, the Knights remaining at the hall until a late hour and enjoying the good fellowably which it so characteristic of this order.

Disolve

Well Known Law Firm of Hood & Sullivan Is

Formal notice of dissolution of the well known law firm of Hood & Sul-tivan composed of Messrs. John K. Hood and G. Cullen Sulfivan appears blackhere in The Intelligencer this morning.

This well known partnership has Talls well known partnership has been in force for the past seven or eight years, during which time they sajoyed a large and fucrative practice. The announcement of the dissolution will exue as a surprise to the large numbe, of fricads and clients.

of both.

Neither Mr. Hood nor Mr. Sullivant have made any announcement as to their plans for the tuture.

Presching to Welcome.

There will be preaching at Welcome.

Baptist church saturdsy afternoon o'clock The hone w or 11 c. m. but is changed to the by the Rev. H. C. Martin.

We Can Raise Your Salary!

chase of good meats. We cut meat and we are also cutting the prices; read these prices.

Loin Steak, per pound Best Roast, per pound. 15c Pork, per pound 15c and 20c

All others in proportion, and 16 ounces to the pound.

P. FOWLER

tern Carolina Railway will sell cheap Excursion tickets account of the Holidays. Tickets on sale, December 46th to 25th inst., Dec. 31, 1914 and Jan. 1st, 1915. Final Limit Jan. 6th, 1915. For rates, etc., apply to

Ernest Williams

General Passenger Agent, Augusta, Ca.

Nanuctta's Prescription.

Try a bottle of Nansetta's Precription for impure blood, kid shouldn't it please you. Docto and druggists claim it can not be improved upon, for what it is

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FREE

give you FREE of a 50c bottle of William

> Ask Dugan "Why?"

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