

# THE DARLINGTON NEWS.

THURSDAY, JAN. 19, 1888.

HENRY T. THOMPSON,  
EDITOR.

## PROSPEROUS DARLINGTON.

The prosperity of the town of Darlington is daily increasing, and during the present winter which has been unusually brisk and lively all over the State, its greatly improved trade has been marked. From the very opening of the season, our merchants have had their hands full, and day after day, it was all they could do to wait on their customers. No class of citizens is better able to judge of the relative prosperity of the different towns in the State than commercial travellers, and it is becoming a common thing to hear the most intelligent of these naturally observant gentlemen remark that Darlington does more business than any town of its size in South Carolina. Under all these circumstances, we cannot help feeling proud of old Darlington, supported as such statements are by indisputable proof; and feeling as we do, we must be forgiven if we are filled with a desire to encourage good citizens to settle in what we sincerely believe to be the best town in the State, by furnishing them with all the information in our power.

Our cotton trade during the past season has been something almost unprecedented. The streets and platforms have been literally lined with the staple, and it was all the railroads could do to carry it away. Up to this date, including that purchased by the factory, no less than 17,369 bales have been received at this market; so it is reasonable to estimate that the total number will reach 19,000 by the close of the season. Thus it will be seen that the receipts for this year will be greater by twenty per cent than they have ever been heretofore; and that during the past eight years the increase has been exactly one hundred per cent. The railroad business along the whole line of the Cheraw & Darlington Railroad has improved during the past few years, both in the matter of passengers and freight, and trains of both kinds which pass Darlington are crowded daily. The most casual observer traveling along the line of road cannot fail to notice that the business at Darlington has increased more than at any other station. So large is the number of passengers and the amount of mail, freight and express taken off and on at this point, that the trains are always compelled to stop here double their usual time. The amount of freight received has increased from year to year in just about the same proportion as the amount of cotton which we have sent off, until, according to the very best authority, this is the most important freight depot along the line of road. Since 1880 the express business has been doubled while the increase in the mails during that time has been simply enormous.

One who has not observed it for himself could not begin to realize the amount of stock which is sold here each year; we venture the assertion that no other town in the State handles as much, and we challenge successful contradiction. Five or six different dealers are kept as busy as possible, and their operations extend throughout the entire Pee Dee Section.

To crown all, our merchants and business men are in good, solid, financial condition, and every stock company in the town is declaring handsome dividends. The owner of the Bank stock holds gilt edged security, which is worth considerably more to him than United States bonds; while the 8,000 factory spindles are humming busily and placing that institution in the very front rank of the few flourishing manufacturing enterprises in the State. In every direction handsome residences are being erected, and the town is being beautified in every way. Every week or two a new arrival in the person of some good substantial citizen is announced. Is it any wonder then that we feel pride in our progressive town which is fast becoming a city? It is decidedly the most important commercial centre between Wadesboro and Charleston, and we would not be surprised if investigation should show that it is the most important east of a line drawn directly north and south through the State and passing through Columbia.

The Supreme Court of the State admitted thirteen men to the practice of law on the 12th inst. None of them were from Darlington. Four of the applicants failed to pass the examination.

## Judge Hudson's Decree in the Charles-Byrd Case.

The argument in this case, which has aroused so much public interest, was made before Judge Hudson, in Chambers, at Bennettsville last week. Messrs. W. F. Dargan and E. W. Boyd appeared for Mrs. Charles and Messrs. Nettles & Nettles for Mrs. Byrd. On Monday last, the Judge forwarded to the Clerk of the Court the following decree:

Under a writ of certiorari the foregoing record has been certified up to me, that I may review the same and correct the errors of law complained of by the administratrix of a deceased tenant.

So fully does the record set forth the evidence, and so clearly does the Trial Justice present the issues raised and his judgment thereon, that it is unnecessary that I should repeat and restate the same in order to render this judgment intelligible.

The parties interested are of high standing, and the issues have been argued with more than ordinary care, zeal and learning. Owing to the comparative novelty of the question and its recognized importance, I would be pleased to devote time to the consideration of the case, and care and pains in expressing my opinion on the interesting points presented. But it is of vital importance to the parties that this judgment be speedily rendered, and I must not delay. Really the issue is in a small compass and the facts are few.

Prior to the first day of January, 1887, (date not given) by an agreement in writing duly entered into, Mrs. Caroline A. Charles leased to Henry C. Byrd a farm in the County of Darlington, S. C., for the period of five years, beginning January 1, 1887.

Under this lease Byrd promptly entered upon and took possession of the premises. Before the expiration of the month of January, H. C. Byrd, died intestate, leaving surviving him a widow, Sarah Byrd, and a family of children. I suppose, although the fact is not stated, not being necessary or pertinent.

On the 22nd day of March, A. D. 1887, letters of administration upon the personal estate of Henry C. Byrd was duly granted to Mrs. Sarah Byrd by the Judge of Probate for the County of Darlington, and she took upon herself the duties of that office, and is now so acting.

She continued on the place, made the crop and paid the rent stipulated in the lease, twelve bags of cotton, save perhaps a few pounds, about which there is no contention.

At the end of the year Mrs. Charles gave Mrs. Byrd notice to quit, and demanded the premises for the use of Mr. Privett to whom she has leased it, claiming that the lease to Henry C. Byrd terminated at his death, and that Mrs. Byrd had agreed to surrender and quit the premises.

Sarah Byrd, as administratrix, appeared before Trial Justice, Henry E. P. Saunders, in obedience to his summons, and for cause why she should not be ejected, showed the five years' lease to her husband, claiming that, upon his death, the same inured to the benefit of his estate, and vested in her as its legal representative; and furthermore said she had in no way terminated said lease by surrender, by proposition, or otherwise; neither in writing, by word, nor by act.

Counsel for the lessor, Mrs. Charles, at the trial, with a view to aid the Trial Justice in construing the written lease, introduced testimony touching the superior qualification of Henry C. Byrd as a farmer and as a manager and improver of a farm; the object and purpose being to show that the contract of lease was personal and that the fact, in connection with the fact that the lease was expressed to be non-transferable, established the fact that the intention of the parties was that the lease should terminate at the death of H. C. Byrd, although there is no such stipulation in the contract. This testimony was received against the objection of counsel for Mrs. Byrd.

In the contract of lease I can find no ambiguity either patent or latent. The stipulations are all plainly and clearly expressed, and embrace the usual covenants looking to the enforcement of good husbandry, such as are expected to be, and usually required to be, performed by tenants of farms and plantations, the only special engagement being as to the building of a house on the place, and this is no more than any good tenant is capable of doing or having done. I can see nothing in the terms of the lease which call for parol testimony to aid in its construction. It is entirely free from ambiguity or obscurity in meaning, but is clear and explicit in all its parts, and explains itself. It is a lease for the term of five years, no more, no less. Had the parties intended that it should terminate upon the death of the tenant, they could easily have so said, but they did not so stipulate. Reading it from beginning to end and construing it as a whole, we are forced to pronounce it a clear and absolute lease for five years regardless of the duration of the life of the lessee.

The Trial Justice, therefore, erred in admitting parol testimony to explain, alter or vary the terms of this plain and unambiguous contract. He erred also in concluding that what was thus erroneously admitted really had the effect it was designed to have, for in my opinion it failed in its purpose; and upon the main point, to wit: the interpretation of the written lease in all its parts, he committed error of law in holding that it terminated upon the

## death of the tenant, Henry C. Byrd.

According to my reading it is a lease for five years, which, after the death of the lessee before its expiration, inured to the benefit of his estate, and vested in the administratrix. Counsel for Mrs. Charles argued that this quality of a leasehold estate under the laws of old England is contrary to the nature of our landed estates, and is detrimental to the best interests of our landlords, and hence that leases of land for a term of years should, as a way of escape, and determine upon the death of the lessee, whether so expressed or not. It is a sufficient answer to this to say that the contrary is the law with us as well as in England. Here as well as there lessor holds estates survive the intermediate death of either party to the agreement, and vest in the legal representatives of the estates of either. But I do not agree with counsel that it is against the interests of landlords. This property of a leasehold estate is just as applicable to the condition of things here, and is as beneficial to our landlords and tenants as to those of old England. Upon reason, upon principle, upon convenience and necessity it is adapted to our interests as well as to theirs. Hence it is the law here just as it is there. Perhaps no case can better illustrate this view than the one under consideration. If the five years' interest in this land acquired by H. C. Byrd in his life time is valuable, why should not his family, after his premature death, enjoy the benefit of it? The law says they can do so by duly and fully performing the covenants of the lease. On the other hand, if the contract is a good one for Mrs. Charles, (and she certainly so considered it at the time of making it), why should she be deprived of its advantages by the premature death of the tenant? The law says that she shall not lose the fruits of the bargain by this event, provided the legal representative of the personal estate of H. C. Byrd can fulfill the agreement, as she is bound to do, and desires to do. But we will cease this line of argument as we are dealing with the law as it is, and not with the question of its wisdom.

It is very clear that upon the death of H. C. Byrd in January, 1887, this contract survives to his legal representative. Since that time has she surrendered or forfeited the lease? The Trial Justice holds that she has done so; but I am forced to say that he has reached this conclusion without evidence sufficient in law to sustain him. Surrender the lease she could not legally do except by an instrument of writing clearly expressing such intention. No such instrument was executed by her, and no evidence of such was attempted to be introduced. There is no evidence that she has done or said anything that would operate as a forfeiture or waiver even of her rights in the premises. Permitting Mrs. Charles to build a house on the place is claimed by counsel of Mrs. Charles to be evidence of a waiver of the five years' lease, and proof of a new agreement. But the law will not allow an act like this, standing isolated and alone, to be construed into so serious a thing as the forfeiture or waiver of a lease for five years.

I have, after listening carefully to the testimony and the argument, read it closely, and feel no hesitation in holding that it not only fails to show surrender, forfeiture or waiver on her part, but, on the contrary shows that from the death of her husband to the present time she has been standing to the contract, performing its covenants and claiming its benefits. It is said that she knew that Mrs. Charles routed the place to Privett and did not object. Certain it is that she did not consent to it and does not acquiesce in it, and that is enough for her protection. Nor is there any evidence that she made a new contract with Mrs. Charles for 1887. Whether as legal representative, she can sell and transfer this lease, and whether she can perform its covenants, were questions raised at and discussed at the hearing. But these inquiries are not necessary to be answered here, and may be left to be met as the exigency arises. They belong to the future. The question for me to answer is, did the Trial Justice commit error in law in adjudging that Sarah Byrd be evicted from the premises in question? If she is in by a valid, subsisting lease from Mrs. Charles then the judgment of eviction is error.

I hold that she is in possession lawfully under the lease to her intestate husband, which is still subsisting and of binding force as against Mrs. Charles and any claim to the contrary under her; and that the Trial Justice erred in the law of the case in holding to the contrary. He was clearly without jurisdiction, in evicting one who is in lawful possession of premises under an outstanding valid lease.

It is, therefore, ordered, adjudged and decreed that the judgment of the Trial Justice be reversed, and the proceedings before him be set aside and dismissed, and that all costs thereof, and of these proceedings in certiorari be paid by Mrs. Caroline A. Charles.

A devout worshipper in Robeson County, N. C., sang in a very peculiar manner in church as to disturb the whole congregation. As it was impossible to force him to desist from taking part in the singing Sunday after Sunday, an action was brought against him for disturbing religious worship. He was found guilty and sentenced to pay a fine, but the Supreme Court of the State reversed the decision, and he is now at liberty to sing as much as he pleases.

## LAW CARDS.

J. J. WARD, E. O. WOODS.  
**WARD & WOODS.**  
Attorneys & Counselors at Law,  
DARLINGTON, S. C.  
Will practice in all State and Federal Courts.

J. B. NETTLES, C. S. NETTLES.  
**Nettles & Nettles,**  
Attorneys & Counselors at Law,  
Darlington C. H., S. C.

Will practice in all the State and Federal Courts.  
Prompt personal attention given to collection of claims.  
Sep. 2, '86 15.

R. W. BOYD, GEO. W. BROWN.  
**BOYD & BROWN.**  
Attorneys and Counselors at Law  
Office in rear of Darlington National Bank.

**DARLINGTON C. H., S. C.**  
PROMPT PERSONAL ATTENTION TO ALL BUSINESS.  
Feb. 8, '87-15.

**C. P. DARGAN,**  
Attorney at Law  
and Trial Justice.  
Practices in the United States Court and in the 4th and 5th circuits. Prompt attention to all business entrusted to him.  
Office in Exchange Street, next the Darlington News Office.

**Important Notice.**  
Executors, Administrators, Guardians and Trustees are hereby notified that their annual returns are now due at the Judge of Probate's office. All parties not making said returns before the close of February, will be liable to costs and a heavy penalty under the law.  
T. H. SPAIN, Probate Judge.  
Jan. 8, '88.

**Notice.**  
All persons having claims against the estate of L. S. Byrd, deceased, are hereby notified to prove the same before the Clerk of Court for Darlington County, on or before the first day of February, 1888, or in default thereof be barred.  
J. N. GARNER, C. C. P.  
Jan. 7, '88.

## Co-partnership Notice.

We desire to inform the citizens of Darlington and the public generally that we have this day entered into co-partnership under the firm name of Blackwell Bros., and that we will conduct a general merchandise business at the old Enterprise Grocery stand, two doors west of the Postoffice, occupied during the past year by J. A. Blackwell. We wish to express our thanks for the generous patronage we have received in the past and trust that we will meet with a continuance of the same.

J. A. BLACKWELL,  
J. W. BLACKWELL.  
Jan. 5, '88.

## LUMBER FOR SALE.

Apply to  
**C. MOONEY.**  
Dec 39, '87.

## NO MORE EYE-GLASSES

NO MORE WEAK EYES

**Mitchell's Eye-Salve.**

A Certain, Safe and Effective Remedy for SORE EYES and INFLAMED EYES. Producing Long-Sightness, and Restoring the Sight of the Old.

Cures Tear Drops, Granulation, Stye Tumors, Red Eyes, Matted Eye Lashes, and producing quick relief and permanent cure.

Also, equally efficacious when used in other maladies, such as Ulcers, Fever Sores, Tumors, Salt Rheum, Burns; Piles, or wherever inflammation exists, Mitchell's Salve may be used to advantage.  
Sold by all Druggists at 25 cents.  
Jan. 12, '88



— AT THE —  
**DARLINGTON JEWELRY STORE.**

Silverline Hunting Case stem winders \$12; Solid Silver Hunting, key wind, \$14.50; Solid Silver Hunting, stem wind, gold joints, \$15.50; Waltham gold watch, \$25 to \$40. Call and examine, at the  
**DARLINGTON JEWELRY STORE.**  
PUBLIC SQUARE.  
Jan. 12, '88

**Terms Cash With Order.**

Stores shipped from factory including 30 pieces. A hat top \$15 No. 7, Cook Store for \$9, oven 15x17, weight 220 lbs, A Flat Top \$22, No. 8 Cook Store for \$12, oven 17x18, weight 280 lbs. Warranted to give perfect satisfaction.  
J. D. BATTEREE, Chester S. C.  
April 7, '86 15

## CLERK'S SALES.

**STATE OF SOUTH CAROLINA,**  
COUNTY OF DARLINGTON.  
Court of Common Pleas.  
J. FURMAN DARGAN, vs.  
E. C. DARGAN, et al.  
Order of Sale.

Pursuant to an order of sale made in above stated case, I will offer for sale in front of the Court House in Darlington County on the first Monday in February next the following described real estate:

All that tract of land situate in the State and County aforesaid, containing Two Hundred and Twelve acres more or less, known as "Springville," and bounded as follows, to-wit: North by lands of J. C. Blackwell; east by lands of J. C. Hursey; south by lands hereof after described, and by lands formerly of T. C. Williamson, and west by Black Creek.

Also all that tract of land situate in the County and State aforesaid, containing Seventy-five acres, more or less, and bounded as follows, to-wit: North by the "Springville" tract last above named; east by lands of J. C. Hursey; south by lands of S. A. Woods, formerly owned by Baco, and west by the public road leading through Springville from Darlington C. H. to Parnell's Mill.

Terms of sale one-third cash, balance on a credit of one and two years, secured by bond of purchaser and mortgage of premises, purchaser to pay for necessary premiums.  
J. N. GARNER, C. C. P.  
January 10, '88.

## SHERIFF'S SALE.

HUTZLER BROS., vs. LEOPOLD PHILLIPS, et al.  
Order for Sale of Real Property.

By virtue of an order of the Court of Common Pleas, made in this cause, I will sell in front of the Court House of Darlington County, on the first Monday in February next, or the Tuesday thereafter, the following described real estate, in the Town of Florence, County of Darlington, State of South Carolina, to-wit: A lot of land on Ravenel Street, in the said Town of Florence, measuring fifty (50) feet on said street, and in depth forty feet, and bounded north by lands of Mrs. E. C. Gilbert and H. M. Gilbert and bounded north by lots below going to said E. C. Gilbert, Miller and Mortimer; south and east by lots of land belonging to J. S. Gibbs & Co., and by said Ravenel Street. The same being the premises conveyed by Mrs. E. C. Gilbert to Charles Phillips, by deed of date 8th day of February, 1879.

Also, That lot or tract of land, situated in the northeastern part of the Town of Florence, measuring in length 1,374 feet, and in width 305 feet, and bounded north by lands of the estate of Geo. W. Dargan; south by lot of Nat James and Eliza Robertson; east by lands of R. W. Boyd, and west by lands of Peter C. Coggeshall, he same being the premises conveyed by Eliza Robertson to said Charles Phillips by deed of date 5th of December, 1870.

Also, That lot of land, situated in the northeastern part of the Town of Florence, containing 148 feet front on an unnamed street, and in depth 125 feet, and bounded west by lands of P. C. Coggeshall; south by lot of Mrs. Kershaw; north by lands of Eliza Robertson, and east by the unnamed street aforesaid. The same being the premises conveyed by Ellen Myers to Charles Phillips, by deed bearing date the 13th day of January, 1880.

Also, All the southeastern part of that triangular shaped lot, situate in the northern part of the town of Florence, known as No. 19, and situated on the east side of the Cheraw and Darlington Railroad, the part conveyed having 20 feet each on the southwest and southeast boundary lines, which converge to a point, and 30 feet on its north boundary line, and bounded north by adjoining portion of said lot No. 19; southwest by the Cheraw and Darlington Railroad and in the corner or lot lying belonging to the estate of G. W. Dargan, the same being the premises conveyed by Louisa Thomas to said Charles Phillips, by deed of date 20th January, 1879.

Also, That lot of land situated in the Town of Florence on Irbly Street, known as lot No. 29, measuring on Irbly Street 75 feet, and in depth 275 feet, as is more fully shown in a plan of the Town of Florence made by S. S. Solomon, Engineer, and engraved by Kennan, the same being the premises conveyed to the said Charles Phillips by P. L. Clepper, by deed of date, 24th of February, 1881.

Also, All the right, title and interest of the late Charles Phillips in and to the following lots in the Town of Florence, designated as Nos. 106 and 123 in a plat of said Town made by George W. Earle, Surveyor. Lots 1 and 2 designated in a plat of said Town made by S. S. Solomon, Engineer. Also a lot of land 75 feet wide and 375 feet deep, and bound on the north by lands formerly of F. M. Rogers; east by Dargan Street; south by the town lot and west by a lot now or formerly owned by J. F. Chase.

Terms of sale one third cash, and the balance on a credit of one and two years, with interest from the day of sale, the credit portion to be secured by a bond or bonds of the purchasers, and a mortgage of the premises.  
W. P. COLE, S. D. C.  
January 10, '88

A. J. SALINAS & SON, vs. P. B. PEARCE and others

Judgment for Foreclosure and Sale.  
By virtue of a decretal order made in the above stated cause, I will sell in front of the Court House of Darlington County, on the first Monday in February next, or the Tuesday thereafter,

All that tract of land situate in the County and State of S. C., containing two hundred acres, more or less, and bounded as follows, to-wit: North and northeast by lands of W. B. Brown; south by High Hill Creek; and west by the old Charleston Public Road, same being the tract of land conveyed to P. B. Pearce by Jane Cooper for the benefit of Emily L. Pearce and children, by deed bearing date the 28th day of December, 1865.

Terms of sale one third cash, balance in one and two years, credit portion to be secured by bond of the purchaser and mortgage of the premises, with interest from date at the rate of 10 per cent per annum.  
W. P. COLE, S. D. C.  
January 10, '88.

**Land for Sale.**

A valuable tract of land containing 155 acres, situated in Palmetto Township, 30 acres cleared. The place is known as the late Wm Wilkes' place on Lake Swamp near Lake Swamp Church. Terms one-half cash, balance secured by bond and mortgage of premises. Apply to  
G. B. WILKES.  
For any information see W. D. Lewis.  
Dec 15, '87-15

## McCULLOUGH AND BLACKWELL

Now have on hand for the fall trade the largest and best lot of wagons buggies and harness which they have ever brought out.

**BUGGIES.**  
The very best Columbus and Cincinnati buggies. We desire to call special attention to our light three-quarter buggies.

**WAGONS**  
White Hickory wagons, one and two horse, light and heavy wheel axles, thimble skeans

**HARNESS.**  
The largest and best stock of double and single harness in town; fine weight colors and colors and collar-pads.

our motto is, "We are not to be undersold." All we ask is that customers call and ascertain our prices before purchasing elsewhere.

August 25, 1887.

## ENTERPRISE GROCERY,

PEARLE SALT, STREET SALT, SALT.  
Just received at the Enterprise Grocery 200 Sacks Salt which we offer at 90 cents per sack.

## HARDWARE AND Agricultural Implements.

CONFECTIONERY, CIGARS  
— AND —  
**TOBACCO.**

AMPLE STABLE ACCOMMODATIONS.

The Very Highest Cash Price Paid For  
**COTTON.**  
A. S. WHITE, Manager.

September 15, 87

## THE People of Darlington and THE PUBLIC GENERALLY

Are respectfully invited to call and inspect my stock of goods before concluding their purchases.

I have laid in the largest and most carefully selected stock I have ever carried, having bought in large quantities, thereby securing the lowest possible prices. I propose to give this advantage to all who favor me with their patronage.

I desire to call special attention to my Girls' Furnishing Department. Having built and nicely fitted up a large room for the purpose of showing to advantage the large stock of Boys', Youths', and Men's Clothing and Hats.

My line of Dress Goods, Notions, Staple Dry Goods, Boots and Shoes, Harness, Trunks and Valises, Harness, Crockery, Tin and Wood-ware is larger than usual.

Groceries in quantities sold at Charleston prices.

My stock is too numerous to mention every thing. Come and ask for what you want. No pains will be spared to show goods.

Respectfully,

**J. FRANK EARLY,**

A. C. SPAIN, D. D. S.,  
OFFICE ON PUBLIC SQUARE,  
DARLINGTON C. H., S. C.

All work done in the best manner. Office equipped with latest improvements.  
Jan 14, '86 15.

A CARD.

I desire to inform the citizens of Darlington and the public generally that the Nashville Novelty Foundry Co., of Nashville, Tenn., has appointed me agent for the counties of Darlington, Georgetown, Williamsburg and Horry, with headquarters at this place, and that I am now prepared by means of the New Patent Adjustable Castings which is the specialty of this Company to repair any stove or range of any make, from the old-fashioned step-stove to the most modern range. A boon to housekeepers. All work promptly attended to and satisfaction guaranteed.  
T. J. COOK.