Proposed Bill Would Modify Present Lien Law

During the 1916 session of the Legislature, Senator Charlton DuRant,

liens for advances.

Section 1. Be it enacted by the of Laws of South Carolina 1912, relating to indexing liens for advances, be, and the same is hereby, repealed. Section 2. That all Acts or parts of Acts inconsistent with this Act be,

and the same are hereby, repealed. Section 3. This Act shall take effect immediately upon its approval by the Governor.

An Act to Amend Section 4162, Volume I, Code of Laws of South Carolina 1912, Relating to Lien of Landlord for Rent and Advances, by Striking out on lines nine and ten thereof the following, "Subject to the Liens Hereinafter Provided for and enforcible in the same way," and by adding on line ten thereof after the word lien 'the following, "Withthe word tenant, the following, "Or Other Person," and by adding at the "And the Purchaser of Said Crops community and the presperity of all end of said section the following, Shall Be Liable to the Landlord and vocations, depends, to a very large His Assigns for Said Crops or the extent, on the condition of the crops, Value Thereof to the Extent of Such and the condition of the crops in Rent or Advances as Aforesaid."

That Section 4162, Volume I, Code the Civil War, the white farmer in of Laws 1912, be, and the same is South Carolina has had a lien for hereby, amended by striking out on advances made to a farm hand, withlines nine and ten thereof the following, "subject to the liens hereinafter since the freedom of the slave, the provided for and enforcible in the Supreme Court of South Carolina has same way," and by adding on line sustained the validity of this unwritten thereof after the word lien the ten lien for advances, as can be seen following, "without a writing of any from a study of the decisions in the kind," and by adding on line eleven thereof after the word tenant the following, "or other person," and by adding or the word tenant the following, "or other person," and by adding of the word tenant the following the word tenant the word adding at the end of said section the However, the Supreme Court of following, "and the purchaser of South Carolina, in the matter of said crops shall be liable to the land- Cantey v. McClary-Broadway Co., 95 lord and his assigns for said crops or S. C., 30, has limited to some extent the value thereof to the extent of the aforesaid unwritten lien of the such rent or advances as aforesaid;" farmer, by holding that the farmer so that said section, when amended, could not assert said unwritten lien shall read as follows:

shall have a prior and preferred lien Carolina 1912. for his rent to the extent of all crops | During the 1916 session of the raised on the lands leased by him, Legislature, Senator DuRant, at my or recording shall be necessary to white farmer of South Carolina might from the date of the contract, wheth- labor, and in order to put a stop and the landlord and his assigns ing innumerable chattel mortgages, same conditions, and subject to 'the to get a farm hand for the next year. vances for agricultural purposes.

And the landlord and his assigns farmer, let me illustrate: shall have a lien without a writing of any kind on all crops raised by ard Roe are good bookkeepers and the tenant or other person for all bank clerks and each get a good saladvances made by the landlord and ary from their respective banks. Eihis assigns to such tenant or other ther of these distinguished gentleperson during the year, and the pur- men could owe every merchant in his chaser of said crops shall be liable home town and decline to pay their to the landlord and his assigns for obligations and there is no process of said crops or the value thereof to the law by which the salary of either of extent of such rent or advances as them could be atached; and this is

Since the repeal of the agricultur- members of the Legislature protect

To the Members of the South Caro-[al lien law in 1902, the farmers of lina Senate and House of Rep- South Carolina have been in aa worse condition with respect to this matter than they were before, and a clear ate the following proposed bills, to subject will show the necessity of the farmer and negro laborer was made fore he can mortgage his crops to where they could control their labor that subject will show the necessity of the ments. Under Section 3059, Code negro farm hand agreed to come and undrestanding will be promoted hands of the merchant; my purpose Volume I, Code of Laws of South of Laws 1902, a merchant, for in-back next day and execute proper between the white farmer and the laso was to aid our farmers to get a between the white farmer and the laso was to aid our farmers to get a between the white farmer and the laso was to aid our farmers to get a laborar la stance, could acquire a nen super-papers, which he did, but during the ior to the unwritten lien of the land-preceding evening, and within the Further, it might be argued that Carolina 1912, relating to indexing stance, could acquire a lien super-papers, which he did, but during the merchant and the negro laborer. That Section 4165, Volume I, Code Code of Laws 1902, was limited to merchant in Summerton a chattel advances is not recorded, but when it for supplies or rent."

agricultural lien law and tihs section crops grown on his own lands and open account, without any recorded law the only lien thereby secured was repealed on the 4th day of March for which he furnished the fertilizer lien for same, the argument that the superior to the lien of the farmer 1909, when the daily newspapers and pretended friends of the farmers with one acclaim announced the freedom of the individual framer. But a review of the decisions of the South Carolina Supreme Court since the 4th day of March, 1909, will show that the farmers of South Carolina were woefully deceived, and that the white farmers of South Carolina are today out a Writing of Any Kind," and by more at the mercy of the negro farm adding on line eleven thereof after hand than ever before in the history of the State.

South Carolina is an agricultural South Carolina depends to a greater Section 1. Be it enacted by the extent on negro labor. Now, in order General Assembly of South Carolina, to control this negro labor, ever since

for advances against a third party, Section 4162. Every landlord without compliance with Section leasing land for agricultural purposes 4165 of the Civil Code of South

whether the same be raised by the request, introduced the aforesaid tenant or other person. No writing bills or amendments, in order that the create such lien, but is shall exist have complete control of his negro er the same be in writing or verbal, forever to the negro farm hand givshall have the right to enforce such which at the end of the year, the lien in the same manner, upon the white farmer must pay off, in order

same restrictions, as are provided in With the view of showing the fairthis article for persons making ad- ness and necessity of this proposed legislation in behalf of the white

> For instance, John Doe and Richtrue, for the simple reason, that the

the banks and corporations in the and the horse and the gears with white farmer might cheat his negro was limited to advances made to the the absence of and the refusal to It might be argued that the mer-

enact a garnishment statute.

chant will not advance to the negro groundless. On the other hand, I have a white farm hand, if the proposed bills are the beginning of the year, rented proposed bills to prevent the white 1909, which repealed the agricultur-farmers of South Carolina have farmer friend in Sumerton, who at enacted, but there is nothing in the some land to a negro farm hand and farmer releasing or assigning to the al lien law, or, rather, Section 3059 merchant his unwritten lien for ad- of the Code of Laws 1902, has this supplied him with a horse, guano, vances, and when the negro farm to say, to wit: "I was the author of plow stock, and gears for the horse; hand understands that he must get the repeal bill; my purpose briefly and the judicial decisions upon the this arrangement between the white the consent of the white farmer be- stated was to place the landowners aforesaid proposed bills or amend- verbally early one morning, and the the merchant, a friendly harmony and wrest that control from the

lord for advances; but even a lien space of twenty-four hours, the neacquired under Section 3059 of the gro farm hand executes to a Syrian laborer, if the unwritten lien for regard to farmers' or landlords' lien advances expended during the year mortgage over the aforesaid crop, is considered that the farmer alin making the crop, and such a lien horse, guano, plow stock, and gears ready has an unwritten lien for rent Carolina Senate, which is composed had to be indexed and reduced to of my white farmer friend, and un- and there is no demand for the re- to a ery large extent of lawyers, der the authority of Cantey v. Mc- peal of the unwritten lien for rent; either intentionally or ignorantly be-Section 3059 of the Code of Laws Clary-Broadway Co., 95 S. C., 30, and when it is further considered, trayed the white farmers of South 1902, provided for what was then my white farmer friend is defeated that at least sixty per cent. of the Carolina, for when it is considered commonly known as the so-called out of any claim or hen in or on the business of the country is done on that under the old agricultural lien

laborer if the lien for advances is farm hand during the year,

In a private letter to the writer, the author of the Act of March 4, cash basis, but the South Carolina agent, the picture agent, the patent

It would appear that the South

cured superior to the lien of the farmer includes past and present and future indebtedness, surely the white and the bills herein proposed should be speedily enacted into law.

Finally, the enactment of the proposed bills into law, will enable the white farmers of South Carolins to protect the crops of the ignorant negro laborer, and farm hand, and tenant from the clutches of the organ

"Wisdom cometh down from above and it becometh the strong to protect the weak."

Respectfully submitted,

J. J. CANTEY.

"Doctah, how's de way t' treat a mule dat's got distempah?"

"You betah treat him wif respect."

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