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### AN ACT TO AMEND AN ACT ENTITLED "AN ACT TO GRANT, RENEW AND AMEND THE CHARTERS OF CERTAIN TOWNS AND VILLAGES THEREIN MENTIONED."

Be it enacted by the Senate and House of Representatives of the State of South Carolina, now met and sitting in General Assembly, and by the authority of the same, That Section 2 of an Act entitled "An Act to grant, renew and amend the charters of certain towns and villages therein mentioned," be, and the same is hereby, amended by striking out, on the 5th line, the words "on the 4th Monday in March, 1871," and insert the words "on the fourth Monday of April, 1873."

Approved January 29, 1873.

### AN ACT REQUIRING A BOND FROM COUNTY COMMISSIONERS, BEFORE ENTERING UPON THE DUTIES OF THEIR OFFICE.

Be it enacted by the Senate and House of Representatives of the State of South Carolina, now met and sitting in General Assembly, and by the authority of the same, That the County Commissioners shall, before entering upon the duties of their office, be, and they are hereby, required to give a bond for the use of their respective Counties, in the penal sum of two thousand dollars each, with three good and sufficient sureties, to be approved by the Clerk of Court of their respective Counties, conditioned upon the faithful and impartial performance of their office: *Provided*, That the Commissioners of Charleston County shall furnish a bond, hereinbefore provided, in the penal sum of ten thousand dollars each; and the County Commissioners of the Counties of Beaufort, Barnwell and Richland shall furnish a bond of five thousand dollars each, as hereinbefore provided: *Provided further*, That this Act shall not be in force until on and after the next general election of County Commissioners.

Sec. 2. That all Acts or parts of Acts inconsistent with this Act, are hereby repealed.

Approved January 29, 1873.

### AN ACT TO REPEAL SECTIONS FIVE, SIX AND SEVEN, OF CHAPTER EIGHTY-THREE OF THE GENERAL STATUTES OF SOUTH CAROLINA.

SECTION 1. Be it enacted by the Senate and House of Representatives of the State of South Carolina, now met and sitting in General Assembly, and by the authority of the same, That Section five, Section six and Section seven, of Chapter eighty-three, of the General Statutes of South Carolina, be, and the same are hereby, repealed.

Approved January 29, 1873.

### AN ACT TO FIX THE TIME FOR THE HOLDING OF THE CIRCUIT COURTS IN CERTAIN COUNTIES HEREBY MENTIONED.

SECTION 1. Be it enacted by the Senate and House of Representatives of the State of South Carolina, now met and sitting in General Assembly, and by the authority of the same, That from and after the passage of this Act, the Circuit Courts in the Sixth Circuit shall be held as follows:

1. The Court of General Sessions, at Chester, for the County of Chester, on the first Monday of January, and on the third Monday of March and September; and the Court of Common Pleas, at Chester, for the County of Chester, on the first Wednesday after the first Monday of January, and on the first Wednesday after the third Monday in March and September.

2. The Court of General Sessions, at Yorkville, for the County of York, on the second Monday of January, and on the first Monday of April and October; and the Court of Common Pleas, at Yorkville, for the County of York, on the first Wednesday after the second Monday of January, and on the first Wednesday after the first Monday of April and October.

3. The Court of General Sessions, at Lancaster, for the County of Lancaster, on the third Monday of January, April and October; and the Court of Common

Pleas, at Lancaster, for the County of Lancaster, on the first Wednesday after the third Monday of January, April and October.

The Court of General Sessions, at Winstboro, for the County of Fairfield, on the fourth Monday of January, and on the first Monday of May and November; and the Court of Common Pleas, at Winstboro, for the County of Fairfield, on the first Wednesday after the fourth Monday of January, and on the first Wednesday after the first Monday of May and November.

Sec. 2. In the Second Circuit, the Court of General Sessions at Aiken, for the County of Aiken, the first Monday of January, May and September; and the Court of Common Pleas, at Aiken, for the County of Aiken, on the first Wednesday after the second Monday of January, May and September.

Sec. 3. In the Third Circuit, the Court of General Sessions shall be held at Kingstree, for the County of Williamsburg, on the first Monday after the fourth Monday of January, May and October; and the Court of Common Pleas shall be held at Kingstree, for the County of Williamsburg, on the first Wednesday after the first Monday after the fourth Monday of January, May and October.

2. The Court of General Sessions, at Conwayboro, for the County of Horry, on the first Monday after the fourth Monday of February, June and October; and the Court of Common Pleas, at Conwayboro, for the County of Horry, on the first Wednesday after the fourth Monday of February, June and October.

Sec. 4. The Circuit Courts in the Seventh Circuit shall be held as follows: 1. The Court of General Sessions, at Newberry, for the County of Newberry, on the third Monday of January, May and November; and the Court of Common Pleas, at Newberry, for the County of Newberry, on the first Wednesday after the third Monday of January, May and November.

2. The Court of General Sessions, at Laurensville, for the County of Laurens, on the third Monday of February and June, and the first Monday after the fourth Monday in November; and the Court of Common Pleas, at Laurensville, for the County of Laurens, on the first Wednesday after the third Monday of February and June, and on the first Wednesday after the first Monday after the fourth Monday in November.

3. The Court of General Sessions, at Unionville, for the County of Union, on the third Monday of March, June and September; and the Court of Common Pleas, at Unionville, for the County of Union, on the first Wednesday after the third Monday of March, June and September.

4. The Court of General Sessions, at Spartansburg, for the County of Spartanburg, on the first Monday after the fourth Monday in March and July, and on the third Monday in October; and the Court of Common Pleas, at Spartansburg, for the County of Spartanburg, on the first Wednesday after the first Monday after the fourth Monday in March and July, and on the first Wednesday after the third Monday in October.

Sec. 5. That all writs, summons, recognizances and other processes, of whatever kind, returnable to the Courts of General Sessions and Common Pleas, in the Counties above named, be, and the same are hereby, made returnable to the Courts held in pursuance of the provisions of this Act, in the same manner as if they had been issued or taken in reference thereto.

Sec. 6. That all Acts or parts of Acts inconsistent with this Act, or repugnant thereto, be, and the same are hereby, repealed.

### OFFICE SECRETARY OF STATE,

COLUMBIA, S. C., February 4, 1873.

The foregoing Act having been presented to the Governor of this State for his approval, and not having been approved or returned by him to that effect, the same is hereby published in full, as if it had been approved or returned by him to that effect, within the time prescribed by the constitution, has become a law without his approval.

(Signed) H. K. HAYNE,  
Secretary of State.

"When a feller makes his arm around his gal, and she was likened dot pooty well, then don was Shkribute, on skound it was waken habness come on some waist blades, ain't it?"

### Manufacturing in Augusta.

Already the advantages to be reaped by the city from the enlargement of the canal are becoming manifest. For some time past rumors of the formation of a large company, having in view the utilization of a portion of the vast water power to be created by the enlargement, have been in circulation. Last evening we obtained from an authoritative source the following particulars in regard to the matter.

About the middle of March last Mr. J. J. Gregg, a well known citizen of this place, long prominently connected with cotton manufacturing interests, met in Boston an English capitalist, whom he induced to come out to this city for the purpose of investigating a projected land scheme connected with manufacturing as a basis. The capitalist, after reaching the city and looking into the matter, was so well satisfied that he proposed that if a company with a capital of \$100,000 were formed he would take stock to the amount of \$32,000, calculating to use a portion of the capital in laying out streets and constructing sewers. No difficulty was experienced in forming the company, several of the most prominent citizens of Augusta making up the required amount above the \$32,000. The capitalist returned to England, and, as an evidence that he meant business, immediately remitted thirty two thousand dollars to the company in August.

The company at once went to work to purchase land near the city and contiguous to the canal, and now owns a very large tract adjoining or in the vicinity of the canal. The company has pretty nearly completed its purchases.

The English capitalist referred to, as an inducement for citizens here to join in a manufacturing enterprise to be established on the Augusta canal, stated that he would head a subscription list in England with £11,000 (\$55,000) to organize a company for the purpose of building on said canal a factory of 25,000 spindles, and use his influence to get up a company with a capital of \$1,000,000 with that view. Mr. J. J. Gregg will leave for England this morning to perfect the scheme in concert with the capitalist. He is sanguine of success as he has received great encouragement from prominent English capitalists. If the scheme is perfected, as we trust and believe it will be, a great impetus will be given to the manufacturing interests of Augusta, and a large addition made to her material wealth and prosperity.—*Augusta Chronicle and Sentinel.*

### Fudkins Makes A Trade.

Fudkins thought himself a sharp man. He was good at a trade, and his conscience was not apt to stand in his way when he was working for himself. He happened one day at Whitney's Auction Room, and saw a wainut side board which pleased him. He had promised his wife that she should have one. This would not only answer every purpose, but it was really an elegant affair, and every way as good as new. He asked Whitney the price of it.

"I think that is sold, Mr. Fudkins. Or at least, a party has the refusal of it."

"Then it is not really sold?" asked Mr. Fudkins.

"No,—not sold."

"If not sold," broke in Fudkins, "why may I not have a chance? What do you ask for it?"

"The party I spoke of has the refusal of it for fifty dollars."

"I'll give you sixty," said Fudkins, who had that very morning priced one exactly like it at Whitewood & Beach at eighty five dollars.

Whitney shook his head. He didn't think it would be hardly fair.

"Why not?" demanded Fudkins. "A trade's a trade. I suppose you have this thing here to sell. Ten dollars is something. When t'other man comes, tell him you had a customer you had entirely forgotten. Goodness gracious! he can't want the article very bad, if he didn't know whether or not to take it at that price. Come—what you say?"

The ten dollars extra appeared to be tempting. At all events, Whitney finally told him he might have it; and the bargain was concluded and the money paid over.

"I thought I'd fetch him!" whispered Fudkins to a friend at his elbow. "We're all a little too sharp in behalf of Number One to stick at trifles."

Meantime Whitney had opened one of the doors of the sideboard and was removing a card which had been tacked upon the inside thereof.

"Eh?" cried Fudkins, as he saw it. "What's that?"

"It is the card of the lady who had engaged the sideboard, sir," replied Mr. Whitney.

"Mercy on me!—Sold!—That's my wife!"

### Called to Preach.

The late Elder John Smith, of Kentucky, who died recently at an advanced age, was one of the most eccentric wise men of the Ohio river. He was familiarly known throughout Kentucky as Raccoon Smith. While still in the Baptist ministry, and attending the annual meetings of that body, a tall lank green specimen of humanity presented himself before the Association as a candidate for the ministry. He was regarded as not being of entirely sound mind, and labored under the hallucination that he was especially "called to preach," and kept constantly importuning the Association to give him the necessary license. In addition to his particularly unbalanced mind, young Meeks was the possessor of as huge and ungainly a pair of feet as ever trod in shoe leather. Tired of his importunities, and not being disposed to grant the license, the Association handed him over to Smith, with instructions to make an end of the case, and between them took place the following conversation:

Smith—"So, Brother Meeks, you think you have a special call to preach?"

Meeks—"Yes, the Lord has called me to the work, but the Association refused me the license."

Smith—"How do you know you are called?"

Meeks—"Know it! I feel it in my heart. I want my license."

Smith—"Do you believe in the Bible, Brother Meeks?"

Meeks—"Certainly I do—every word of it."

Smith—"If I can prove by the Bible that you are not called to preach, will you be satisfied to drop the matter and not further importune the Association for a license?"

Brother Meeks assented to this and Raccoon Smith deliberately opened the New Testament at Romans x, 15, and in a grave tone read,—"How beautiful are the feet of them who preach the gospel of peace," &c. Then glancing at Meeks large feet remarked: "You see, Brother Meeks that the feet of the preacher are beautiful. You sir have the most monstrous ugly feet of any man in the State of Kentucky; therefore by this Bible, it is clear that you have not been especially called!"

As Smith finished his remarks the Association went off into a paroxysm of laughter, and Meeks really concluded that he had not been "called," balked from the meeting house and never after annoyed the Association for a license.

### A Scene From Life.

A young man entered the bar room of a village tavern, and called for a drink.

"No," said the landlord; "you have had too much already. You have had delirium tremens once, and I can not sell you any more."

He stepped aside to make room for a couple of young men who had just entered, and the landlord waited upon them very politely.

The other had stood by silent and sulky, and when they had finished he walked up to the landlord, and thus addressed him: "Six years ago, at their age, I stood where those young men now are. I was a man with fair prospects. Now at the age of twenty eight, I am a wreck, body and mind. You led me to drink. In this room I formed the habit that has been my ruin. Now sell me a few glasses more, and your work will be done! I will soon be out of the way; there is no hope for me. But they can be saved; they may be men again. Do not sell it to them. Sell it to me, and let me die, and the world be rid of me but, for heaven's sake sell no more to them!"

The landlord listened, pale and trembling. Setting down his decanter, he exclaimed "God helping me, that is the last drop I will ever sell to any one!" And he kept his word.—*National Temperance Advocate.*

### Colored Good Templars.

Last Thursday evening, Hon. E. R. Dudley, of New Berne, delivered an address in the church at Warnersville, on the subject of Temperance. His remarks were practical, straight forward and replete with common sense. The meeting was not a large one, not more than one hundred and twenty five being present. Mr. Dudley's address, to our notion, was in a better vein than those of the colored people have had the opportunity, as a general thing, to listen to. The main idea was that his people should save their earnings and invest the profits arising from their labor, in land.—He said that in this way, where land is so cheap, many colored people, in a short time, by industry and economy, could become landed proprietors. It was evident they could not do this so long as they squandered their means in buying intoxicating drinks. We sincerely hope the advice will be taken and acted upon. There is too much disposition on the part of the colored people to flock to the towns. Many proprietors in the country would be glad to dispose of their lands in small parcels, for cash. A few acres well cultivated, will afford a support for an ordinary family.

On Wednesday night, Mr. Dudley organized a Lodge of Good Templars. After his address, Thursday night, he held another meeting, taking in more members, so that the society now numbers about two hundred. He has organized societies in New Berne, Kinston, Wilson, Raleigh and Fayetteville. The movement among the colored people is fast assuming importance, and the good results promise to be incalculable.—*New North State (Greensboro, N. C.)*

### An Extraordinary Courtship.

A few nights back a party of ladies and gentlemen were laughing over the supposed awkwardness attending a declaration of love when a gentleman remarked that if he ever had an opportunity to offer himself he would do it in a collected and business like manner.

"For instance," said he addressing himself to a beautiful lady present, "I would say:

"Miss S—, I have been engaged two years in looking for a wife. I am in the receipt of a clear income of two thousand dollars a year from my present business, which is daily on the increase. Of all the ladies of my acquaintance I admire you the most. Indeed, to speak plainly, I love you and would most gladly make you my partner for life?"

"You flatter me by your preference," gazed humoredly replied Miss S—, to the surprise of all present:

"Not at all," said he, "I am entirely sincere."

"Then I refer to my father!" said the lady.

"Bravo?" exclaimed the gentleman.

"Well, I declare!" exclaimed the ladies, in one united chorus.

The lady and gentleman were married soon after.

"Wasn't that," asks the narrator, "a modest way of coming to the point, and a ladylike method of taking a man at his word?"

Well, as Charles Lamb would say, "It wasn't anything else."

A TOUCHING INCIDENT.—We make the following extract from the report of the proceedings of the Irish Americans of Chicago, on decoration day:

When the grave of a soldier was approached, the column halted, the name of the occupant was read by Colonel Stewart, and the companies presented arms. Occasionally, where one was needed, a bouquet was deposited. A little mound, which was pointed out as the resting place of a Confederate captain—a prisoner who died at Camp Douglas, was decorated with nothing but fresh, green grass. The spectators thought it would be past in silence, but when abreast of it, the command, "Halt!" was heard. The usual salutation of respect having been given, several soldiers stepped from the ranks, drew from the muzzles of their muskets the bouquets intended for a comrade's grave, and generously planted them in the sod which covered the remains of the Confederate. The incident touched all who witnessed it, and proved the noble generosity of the Celtic hearts that prompted the deed.

### State Taxes.

#### AN IMPORTANT DECISION.

A decision has been lately rendered by Judge Graham which has an important bearing upon the question as to who is liable for the payment of taxes upon real property that may have been sold. The circumstances of the case are as follows: D. B. Gilliland, Esq., referee, sold and conveyed, under order of court, a lot of land to B. D. Lazarus on the 23d of July, 1872. Mr. Asher D. Cohen, solicitor for Mr. Lazarus, the purchaser, claimed that the law making July 1 the day when returns of property for taxation are called for, had changed the day when the ownership fixed the liability for taxes as between seller and purchaser, and that the estate of Gadsden, for which therefore had sold being the owner on the 1st July, 1872, should make return of this property for the taxes of 1872 and should pay them when called for by the treasurer. The attorneys for the executors of Gadsden (Messrs. Simonton and Barker) contended that the A. A. 1788, which is as follows has not been repealed, and is still of force, viz: "And all taxes on real or personal property which shall be sold and conveyed on the said first day of October next, and after the aforesaid first day of October in each and every year thereafter, shall be returned and paid by the seller thereof, any law, usage or custom to the contrary notwithstanding." They also claimed that neither the changes of the day when the fiscal year begins and ends, nor the change of day when returns of property are called for, can, by implication, change this positive statutory enactment. Judge Graham ruled that, in the face of positive enactment, the construction of brokers and others based upon analogy and upon the theory of repeal by implication could not prevail and that until the act of 1788 above cited is actually repealed the seller who sells and conveys before the 1st of October, although after July the 1st of a year not liable for the taxes of the year.

#### Scene in a Nevada Court.

The deference usually accorded to judicial dignitaries in the older sections of the country was not conspicuous in the early days of Nevada, judging from a scene which occurred in one of the lively little towns in that region, related to us by one of the pillars of the Nevada bar. On one occasion, court having been formally opened, counsel in the first case called took exceptions to the rulings of the court on a certain point and a dispute arose.

"If the court please, I wish to refer to this book a moment," picking up a law book.

"No use referring to any book; I've decided that point," responded the court.

"But, your honor—"

"No, I don't want to hear anything further on the subject; I tell you I've decided the point."

"It tells you you are wrong," retorted the counsel.

"I am right," reiterated the court.

"I say you ain't," persisted the counsel.

"Crier!" yelled the Judge, "I adjourn this court ten minutes."

And jumping from the bench, he pitched into the counsel, and after a lively little fight placed him in *hors du combat*, after which business was resumed. But soon another misunderstanding arose.

"Crier," said the court, "we will adjourn this time for twenty minutes." And he was about taking off his coat, when the counsel said: "Never mind, Judge, keep your seat. The point is decided. My thumb's out of joint and I've sprained my shoulder."