

THE TRI-WEEKLY NEWS.

Gaillard & Desportes.]

WINNSBORO, S. C., TUESDAY MORNING, JANUARY 9, 1866.

[VOL. II.—NO. 127.]

THE TRI-WEEKLY NEWS.

BY GAILLARD AND DESPORTES.

RATES OF SUBSCRIPTIONS: THE NEWS is published on Tuesday, Thursday and Saturday at \$1.00 per annum, in advance.

ADVERTISING RATES: Ordinary advertisements, occupying not more than ten lines (one square) will be inserted in "THE NEWS" at \$1.00 for the first insertion and seventy-five cents for each subsequent publication.

Contracts will be made in accordance with the following schedule:

column 1 mo. \$ 20.	column 6 mo. \$ 75.
1 " 1 " 30.	1 " 6 " 100.
1 " 1 " 45.	1 " 6 " 120.
1 " 3 " 45.	1 " 1 year 100.
1 " 3 " 60.	1 " 1 " 120.
1 " 3 " 75.	1 " 1 " 200.

Contracts will also be made for smaller spaces and for all periods over a month. For announcing a candidate to any office of profit, honor or trust \$10.00.

Marriage, Obituary Notices, &c. will be charged the same as advertisements.

PROSPECTUS

OF THE

Weekly Record.

THE subscribers will commence in the City of Charleston, early in November, a Family Journal, to be known as the WEEKLY RECORD.

It will contain eight pages of fine paper and clear type, and will be bound in a volume of permanent value.

While containing all the latest religious intelligence from the Churches at home and abroad, it will also contain a weekly digest of social, mercantile and political intelligence, as well as general information on literary, scientific and agricultural subjects, making a journal acceptable to the city and country reader.

Ministers throughout the South, acting as agents and receiving subscriptions, will be entitled to a copy.

TERMS.

For one copy for six months, \$2 00
For one copy for one year, 4 00

CLUB RATES.

For ten copies to one address, for six months, \$16 00
For ten copies to one address, for one year, 30 00

All subscriptions to date from the first of the month in which received.

ADVERTISING RATES.

One square \$2 00; every subsequent insertion \$1 00.
Contracts made on reasonable terms.
U. S. BIRD, F. A. MOOD,
Address "Weekly Record," Key Box No. 3,
oct 24/65.

The Charleston Daily News.

As native Carolinians, the publishers will naturally look to the interest of their own State, and to that of the South; and as citizens of the United States they will not be wanting in the proper amount of devotion and respect for the General Government.

Every effort shall be made to make the DAILY NEWS a first class newspaper, and in every way worthy of the patronage of the public.

Our terms, for the present, will be at the rate of \$10 per annum. Subscriptions received for 3, 6 and 12 months, payable in advance.

Advertising.—One square, ten lines, one insertion, One Dollar and Fifty Cents.
Each continuation, Seventy-five cents.
Less than a square, Fifteen cents per line for first insertion; Half Price for each continuation.

Postmasters and others throughout the country, who may interest themselves in procuring subscriptions, will be allowed the usual per centage.
CATHCART, McMILLAN & MORTON,
Proprietors,
No. 18 Hayne St. Charleston, S. C.
oct 24/65

EVERYBODY SHOULD HAVE A COPY.

INTERNAL REVENUE GUIDE.

BEING an abstract of the Internal Revenue, and all Direct (or Land) Tax Laws of the United States, with Schedules of Taxation, Licenses, Stamp Duties, Exemptions, showing the Rates under the various Tax Laws since July 1, 1862, and intended for the general information of the Tax Payers; to which is added an Abstract of the Acts of Congress passed during the War, relative to Abandoned Lands and other matters of general interest. By E. J. Elford, Attorney at Law, Greenville, S. C., Assessor of the Internal Revenue Tax for the Third Collection District in South Carolina.

The Book will contain about 72 pages, and will be issued in a few weeks. Price 50 cents per copy, with a liberal discount to the trade. Orders must be accompanied with the cash to secure attention. Address,
G. E. ELFORD, Publisher,
Greenville, S. C.
oct 24/65

The Newberry Herald.

PUBLISHED AT NEWBERRY C. H., S. C.

BY T. F. & R. H. GRENEKER
\$1 50 for six months, either in advance or by installments. Payment acceptable in advance.
Advertisements inserted at \$1.00 per square per week, \$1 for each subsequent insertion. Marriage notices, funeral notices, and communications, at a square each, charged as advertisements.

The Church Intelligencer.

DEVOTED to the interests of the Protestant Episcopal Church, is published at Charlotte, N. C. Terms of subscription, cash in advance.

For six months, \$2 00
For one year, 4 00

TERMS OF ADVERTISING.—Fifteen cents a line, or for the space of a line, for the first insertion; and ten cents for each subsequent insertion. To yearly advertisers, a liberal deduction on the above will be made.

Subscribers desiring to have their Post-Offices changed, will state both where their papers are now being sent, and where they would have them directed in future.

For one month before each subscription expires, a pencil mark on the margin will remind the subscriber to renew his subscription by an early remittance.

All communications should be addressed, "Church Intelligencer, Charlotte, N. C." oct 24/65

REVIVED!

A NEW SERIES OF

"THE BAPTIST BANNER."

WILL BE COMMENCED

ON SATURDAY, THE 9TH INSTANT, AT AUGUSTA, GEORGIA.

By the Former Proprietor.

I AM happy in being able to make the above announcement. The Banner will be published every Saturday.

Subscriptions are respectfully solicited. \$3 00 per annum. Address,
JAMES N. ELLS, Proprietor.

Each newspaper in Georgia and South Carolina will please call twice, and send bill to J. N. E. present 25/65—2

DAILY CATHOLIC TIMES.

BY WALTER A. HARRISON
CHARLOTTE, N. C.

TERMS FOR PAPER.

THE DAILY TIMES will be published at \$10.00 per annum, in advance.

THE TRI-WEEKLY TIMES will be published every Tuesday, Thursday and Saturday morning, and supplied for \$6.00 per annum, payable in advance.

The Weekly News.

This paper, containing twenty-four columns, a transcript of the "DAILY TIMES," will be published every Tuesday morning and mailed to subscribers at \$4.00 per annum. It will contain all the Political, Commercial, Agricultural, Financial and other important news, and will be specially devoted to the advancement of the interests of our Agricultural and Mechanical or laboring population.

ADVERTISING TERMS.

For one square, (10 lines or less,) \$1.00 for each insertion. Advertisements not limited, will not be discontinued without a written order, and will be charged at full rates.
sept 16/65—

The Chester Standard.

BY GEORGE PESTER.

PUBLISHED WEEKLY AT CHESTER C. H., S. C.

TERMS: For one month 25 cents, or 75 cents for three months, payable strictly in advance, either in specie or provisions. No subscriptions received on any other terms than the above, nor for a longer or shorter period.

Any person obtaining a club of ten names will receive the paper gratis.

Advertisements inserted at \$1.00 per square (10 lines) for the first insertion, and 75 cents for every additional insertion.
oct 24/65

The Intelligencer.

PUBLISHED WEEKLY AT ANDERSON C. H., S. C.

BY HOYT & HUMPHREYS.

Three Dollars per annum in United States currency, or Two Dollars a year in specie.

RATES OF ADVERTISING.

Advertisements inserted at the rate of One Dollar per square of twelve lines for the first insertion, and Fifty Cents for each subsequent insertion. Obituaries and Marriage Notices charged for at those rates.
oct 24/65

The Phoenix.

PUBLISHED AT COLUMBIA, S. C.

BY JULIAN A. SELBY.

THE Daily Phoenix is issued every morning, except Sunday, and filled with the latest news. (By telegraph, mail, &c.) Editorial Correspondence, Miscellaneous Poetry and Stories.

This is the only paper published in the State, outside of the city of Charleston.

The Tri-Weekly Phoenix is published every Thursday and Saturday, and has all the reading matter of interest contained in the daily issues of the week.

Weekly Gleamer, a home companion, as its name indicates, is intended as a family journal and is published every Wednesday. It contains Eight pages of Fort. Sumter, the dream of the Daily and Tri-Weekly, which is found in its columns.

Daily, one year, \$3 00
Tri-Weekly, one year, 1 50
Weekly Gleamer, one year, 1 00
All these payments, in advance.

Advertisements inserted in the Daily Phoenix at \$1 a square for the first insertion, and 75 cents for each subsequent insertion. Weekly advertisements, at a square each, charged as advertisements.

oct 24/65

The Southerner.

PUBLISHED WEEKLY AT DARTMOUTH, S. C.

BY J. M. BROWN.

TERMS OF SUBSCRIPTION.—To subscribers on our books, \$3.50; to new subscribers, \$4. Advertisements per square, first insertion, \$1.50; each subsequent insertion \$1.

Advertisements not paid for in advance will be continued until paid for, and be charged accordingly. Transient advertisements must be paid for in advance. Advertisements not marked for a certain number of insertions, will be continued until forbid, and charged accordingly.

oct 24/65

The Keowee Courier.

PUBLISHED WEEKLY AT PICKENS C. H., S. C.

BY R. A. THOMPSON & CO.

TERMS.—One Dollar and Twenty-five Cents for six months, in advance.

Advertisements inserted at \$1 per square for the first insertion, and 50 cents for each subsequent insertion.
oct 24/65

New York Daily News.

DAILY and Weekly. The New York Daily News is a great family newspaper, Benjamin Wood, Proprietor, the largest, best and cheapest paper published in New York. Single copies 5 cents; one copy per year \$2; three copies one year, \$5; five copies one year, \$8 75; ten copies one year, \$17; and an extra copy for any club of ten. Twenty one copies one year, \$31; the Weekly News is sent to clerical men at \$1 50.

NEW YORK DAILY NEWS.—To mail subscribers, \$10 per annum; six months, \$5; payments invariably in advance. Specimen copies of Daily and Weekly News sent free.

BENJ. WOOD,
Daily News Building,
No. 19, City Hall Square, N. Y. City.
oct 24/65

THE PRESS.

By W. B. SMITH & CO.,
114 and 116 Fayetteville St., Raleigh, N. C.

NAMES.

BY MISS FANNY MURDAUGH DOWLING.

One vol. 10 mo: Fine Cloth. Price \$2.00.

This is a thrilling story of heart life and the fashionable world, and aside from an absorbing plot artistically interwoven, it abounds in suggestive thoughts and descriptive passages grand and exquisite in character and finish.

MOSES FROM A ROLLING STONE.

BY TENELLA-MARY BAYARD CLARK.

Author of "Reminiscences of Cuba," "Wood Notes," "Translations of Maguerite," "Lily Tartuffe," etc.

One vol., 16 mo cloth, Price \$1.25

Contains complete poetical writings of the popular author, and is a beautiful setting of all the sparkling diamonds that have been found clinging to the "rolling stone" of a great life, as it washed with the ebb and flow of the ebbing tide of Thought and Imagination.

THE CHANGE.

OR
A Statement of the Reasons and Facts which made me a Baptist.

BY REV. T. B. KINGSBURY.

One volume, 16 mo. cloth, Price \$2 50

But few writers wield a pen with such consummate skill, grace and vigor, as Mr. Kingsbury. His book has received the most hearty and earnest critical endorsement of Elders T. E. Skinner, J. D. Huffman, Editor Biblical Recorder, N. B. Cobb, Cor. Sec. N. C. Baptist Board of Missions, and other eminent Divines. "No Baptist family should be without it. No opponent of the Baptists should fail to read it."
oct 19/65

The Southern Express Company.

OFFER (non-passed) facilities for the shipment (from Augusta and points South,) of Cotton, Cotton Goods, and heavy freights, for Savannah, New York, and all points North and West.

Through receipts given on which insurance can be effected at lowest rates.

Internal Revenue Tax will be paid or bonds given by this Company, in accordance with regulations of the United States Treasury Department.

For particulars and rates, inquire of Southern Express Company.

This Company is now prepared to forward GOLD AND SILVER COIN, CURRENCY, PARCELS, AND FREIGHTS.

To Petersburg, Va., Lynchburg, Va.,
Danville, Va., Bristol, Tenn.,
Greensboro, N. C., Salisbury, N. C.,
Raleigh, N. C., Weldon, N. C.,
Goldboro, N. C., Wilmington, N. C.

AND TO WAY STATIONS ON THE
Virginia and Tennessee Railroad, South Side Railroad, Peter-burg Railroad, North Carolina Railroad, Raleigh and Gaston Railroad, Wilmington and Weldon Railroad, and Western N. C. Railroad.

LETTERS, MONEY PACKAGES AND SMALL PARCELS.

To Columbia, S. C., Charleston, S. C.,
Augusta, Ga., Savannah, Ga.,
Macon, Ga., Columbus, Ga.,
Mobile, Ala., Montgomery, Ala.,
Selma, Ala., Jackson, Miss.,
New Orleans, La.

AND TO WAY STATIONS ON THE
Charlotte & S. C. Railroad, South Carolina Railroad, Georgia Railroad, Macon and West. Va. Railroad, Athens and West Point Railroad, Southern Railway, Southern Railway, and the Atlantic and Gulf Railroad.

Goods shipped by the Adams Express Company are guaranteed to be delivered in the case of loss or damage, and insured in the case of fire.

For particulars, apply to the nearest office of the Adams Express Company, or to the office of the Adams Express Company, New York, N. Y.

ADAMS EXPRESS CO.
oct 19/65

ACTS OF THE GENERAL ASSEMBLY.

XXIX. An indictment against a white person for the homicide of a person of color shall be tried in the Superior Court of Law, and so shall all other indictments in which a white person accused of a capital felony, affecting the person or property of a person of color.

XXX. In every case, civil or criminal, in which a person of color is a party, or which affects the person or property of a person of color, persons of color shall be competent witnesses.

The accused, in such a criminal case, and the parties, in every such civil case, may be witnesses, and so may every other person who is a competent witness; and in every such case, either party may offer testimony as to his own character, or that of his adversary, or of the prosecutor, or of the third person mentioned in an indictment.

XXXI. A Magistrate shall have jurisdiction over small disputes, controversies and complaints that may arise in his neighborhood between persons of color or between persons of color and a white person, and of petty misdemeanors committed by or toward a person of color, between master and servant, between master and apprentice, and between employer and laborer, and civil suits, involving not more than twenty dollars, in which a person of color is a party—his power in no case going beyond a judgement, fine or forfeiture of twenty dollars. He shall be specially charged with the supervision of persons of color in his neighborhood, their protection, the prevention of their misconduct and depredations and a cautious regard to the peace, health and safety of his neighborhood.

XXXII. Persons of color shall be liable to suits commenced by attachment, foreign and domestic, as white persons are in like cases. Besides this, there may be, in the case of a person of color, a proceeding to be called a special attachment of the following nature, namely: By any tax, a person of color is made liable for a sum certain, tax collector, or other person who has a right to collect the sum certain, and who desires to obtain from a garnishee what is supposed to be in his hands belonging to such person of color, may sue out a short summons against the garnishee, in or upon which the sum certain before mentioned, with costs, and the amount of property claimed to be in the hands of the garnishee, shall be set down, which summons a Magistrate may issue, if the amount of money or value of property claimed from the garnishee is twenty dollars or under, and the District Court must issue, if it is above that sum. The summons having been issued, the garnishee, if he acknowledge his indebtedness to the person of color before mentioned, or his possession of property belonging to him may pay the plaintiff in attachment, if his debt to the person of color be due, or give his note to such a plaintiff, if such debt be payable at a future day, and may surrender to such plaintiff any chose in action or other property of the person of color in his possession, so as to discharge the amount claimed from him, or so much thereof as will satisfy the tax and costs, and the receipt of the plaintiff in attachment shall be an acquittance of the garnishee pro tanto against the person of color. If the garnishee should not acknowledge, pay, give, note and surrender as above, to the satisfaction of the plaintiff in attachment, the garnishee shall, in obedience to the summons, make the return, on oath, to the Magistrate, or District Court, as the case may be, of what, if anything, he owes to the person of color, or either presently due or payable in future, or has in possession belonging to him. If the plaintiff should be then satisfied, the garnishee shall pay, give, note and surrender as before mentioned; but if the plaintiff should be still dissatisfied, he and the garnishee, with witnesses (of whom the person of color may be one on either side,) shall be heard, and orders, respecting the matter between them, be made by the Magistrate, or District Court, according to the truth as it may appear. If the garnishee should fail to make a return, or meet the trial, judgment shall be rendered against him for the amount or value claimed from him in the summons. Any property surrendered by a garnishee before or after trial, shall be sold under the order of the Magistrate or Court, and the proceeds applied to the payment of the tax and costs, and the

surplus, if any, shall be paid to the person of color. For goods eloiigned or wasted after service of the summons, the garnishee who had them in his possession shall be made answerable. Like proceedings may be had upon any second or subsequent attachment; priority between various plaintiffs pursuing the same garnishee being settled according to the priority of the different dates of different summonses against him.

XXXIII. Questions of color and caste shall, subject to the right of appeal on either side, be conclusively determined by a verdict rendered upon an issue of fact joined in a case of prohibition or mandamus. The writ in such case may be granted, upon application made by or in behalf of any person alleged to be a person of color, against any Sheriff, Magistrate or other officer, who is proceeding in a way that would be proper toward a person of color and not proper toward a white person, or who refuses, at the instance of the person in question, to do what a white person shall have a right to demand to be done. It may be granted by any Judge of a Superior Court, or by the Judge of the District Court, to whose district the officer belongs, the burden of proof being, by the order of the Judge, thrown upon the party against whom his opinion inclines, according to the judgment which he may form, upon inspection of the person in question, affidavits or documents. The issue shall be tried in the Superior Court of Law for the District aforesaid. Inspection of the person in question, and of his kindred, testimony direct, or from reputation, concerning his parentage, and direct testimony concerning his conduct and reception in society, may enter into the evidence. The Attorney-General or Solicitor of the Circuit shall, ex officio represent the party, officer, in the issue. A judicial proceeding, not such as is here made conclusive, previously had, in a case wherein the person in question was a party, or wherein his caste was collaterally tried in a case between other parties, may be received in evidence, but shall not be conclusive or have weight beyond what, under the circumstances, the Jury may give.

XXXIV. An action or legal proceeding, not involving the title to land, in which a person of color is plaintiff or defendant, must be commenced as below specified, or it will be barred, namely: An action founded upon a tort within three months from the time the cause of action arose; an action founded upon a contract not in writing, within six months from the time the cause of action arose; an action founded upon a contract in writing, wherein the debt or damages do not exceed two hundred dollars, within twelve months from the time the cause of action; except that, first, a payment of part, with a distinct acknowledgment of a balance due, or an express promise to pay a well defined sum, shall constitute a new era from which the period of limitation shall run on a matter of contract. Second, that if any legal proceeding shall be commenced within the limited period, in good faith for recovery upon tort or contract, and shall terminate, without judgment for the plaintiff, its termination shall constitute the period from which the time shall be counted. Third, that these shall not be included in the computation of time between the death of a white person, defendant, and grant of administration or probate to his personal representative. Nor fourth, the time during which an executor or administrator and defendant is by law protected from suit. Nor fifth, the time during which a person of color, defendant, may be absent from the District in which the cause of action arose or may be absconding in that District.

XXXV. In reference to wills, executors and administrators, distribution of estates after payment of debts, the rights and remedies of legatees and next of kin, and all other matters relating to testators and intestates, the same which apply to white persons shall extend to persons of color.

XXXVI. To the District Court there shall be an appeal from the Ordinary in respect to matters which affect persons of color, to be conducted as in like case is an appeal from a Magistrate shall go to the District Court, the appeal last paying in cash, to the Magistrate, one dollar, as a fee for the report. An appeal from the District Court, or District Judge, shall go to the Court of Ap-

[Continued on Second Page.]