The Anderson Intelligencer.

BY E. B. MURRAY & CO. — ANDERSON, S. C., THURSDAY MORNING, AUGUST 5, 1880. — VOLUME XVI.---NO. 4.

A LETTER ON THE LATE DUEL.

CAPT. W. L. DePASS EXPLAINS AND DEFENDS HIS COURSE.

He Indignantly Repels the Imputation that He is in any Degree Responsible for the Death of Col. Shannon.

CAMDEN, S. C., July 20.

To the Editor of the News and Courier: In my letter of July 10, asking for a suspension of public opinion, I said in response to the communication of J. C. H. that I was preparing a statement for the public which would vindicate me in the minds of the most doubtful from any responsibility for the death of the deeply lamented Col. W. M. Shannon; that while it was not connected with that view, for I never for a moment entertained the thought that any person whatever would lay at my door so horrible a charge, yet it would effect that result.

I propose now to give that statement, and will say right here that it will not only do what I have said, but entirely exonerate me from the horrible charge in the minds of my bitterest enemies; aye more, in the minds of those who have been most busy and energetic in trying to build up a public opinion against me, by which they intended to forever drag down and destroy an honorable reputation that I have labored so long, faithfully and so earnestly to build up in this community, (a community where I was born, was raised, and have spent all of my days,) that the sacred heritage of a name synonymous with truth and honor transmitted to me by a father beloved and respected wherever known, should at least receive at my hands no detriment, but be by me transmitted untarnished to my children as a sacred legacy to teach them what may be gained by the firm determination to do and act right under all circumstances. This preface might indicate that the opinion of your correspondent was well founded, since after my return I take occasion to express myself so warmly and so feelingly; but if the gratified expressions of opinion at my early return from all classes in this community is any indication that no such public indignation ever existed, (but that it was confined to those of my bitterest enemies whose purpose was so evident to destroy me,) then I might content myself to let the matter rest here, endorsing whatever my friend Col. Blair has said in my vindication during my absence, though I have neither read or heard, at this writing, his communication.

Much, however, is due to my friends and those who have not been hasty in their judgment, and to an impartial public, that my connection with this entire matter should be given, and with this view alone I publish it.

Robert G. Ellerbe made a confession of judgment to Mrs. Allen E. Cash for the sum of $15,029.38, a sum sufficient to cover all of his property, both real and personal, under which, if his property had been sold then, would have remained nothing to satisfy a subsequent judgment recovered against him by C. M. Wienges for the sum of $2,000. Upon the application of our client, Mr. C. M. Wienges, Col. Shannon and myself, as his attorneys, concluded to institute proceedings in the Courts to set aside this confession of judgment. This proceeding was instituted by summons and complaint, and is in the handwriting of Mrs. W. L. DePass, except the signature of Conrad M. Wienges, our client, who swears to the truth thereof before me as a Notary Public (October 20, 1879). It was read over to Col. Shannon and approved of by him. I then applied for the injunction before his Honor T. J. Mackey, at Chester, S. C., who, upon the grounds in the papers stated, granted the same November 1, 1879. The order was signed in triplicate. The original summons and complaint was filed in the Clerk's office November 7, 1879, and has never been taken out by either of the attorneys since that day, except perhaps when it was used upon the trial of the case at the February term of the Court 1880, and it was then in the custody of the Clerk of the Court.

When the injunction was granted and signed by Judge Mackey, as aforesaid, *there was no such clause either in the margin or the body of the complaint as the following: "The plaintiff further alleges that the said pretended confession of judgment has been made by the said defendant, Robert G. Ellerbe, to his own sister, who is the said Allen E. Cash, and thus by a family arrangement the said defendant intends to defeat the recovery of plaintiff,"* for that matter was it ever intended to be, but to the contrary was purposely and intentionally excluded therefrom for the very reason of its possible construction otherwise than it was intended to be, as the sequel will most conclusively show.

When I first prepared the complaint I drew up what all careful lawyers do in cases of importance, more especially those involving new and undecided legal propositions, based upon facts which require careful and exact statements, what may be termed a rough or original draft. This draft comprised the grounds of action, the prayer for injunction and judgment, with an affidavit of the truth of the allegations supposed to be signed by C. M. Wienges, our client, before me as Notary Public, with the names of W. M. Shannon and W. L. DePass, plaintiff's attorneys, covering which was a summons addressed to the defendant, signed inside, and endorsed with the same names of plaintiff's attorneys, and marked "Original Summons," with complaint attached, all of which was in my handwriting. As an after-thought *the marginal clause* was placed on the last sheet of this rough draft, and at the time intended to refer exclusively to the defendant Ellerbe, and to him only, in a purely legal sense. So any lawyer would consider, especially when taken in connection with the prior allegations set forth therein.

When, however, the *original summons and complaint* was prepared, this marginal clause was being carefully *examined* was found liable to a construction different to that I had at first intended, believing also that at the time this confession of judgment was made by Robert G. Ellerbe to Mrs. Cash that she was ignorant of the fact, I determined that so no allusion should be made to her in the prior allegations of the rough draft, and that this might be so misconstrued despite my intention, it should be excluded, *and I therefore purposely and intentionally as aforesaid left it out of the original summons and complaint.* That such was my intention and belief the certificate of Judge Mackey (which is herewith published) clearly shows:

WASHINGTON, D. C., July 12.
Metropolitan Hotel.

I certify that I have read the complaint in the case of Conrad M. Wienges, plaintiff, against Robert G. Ellerbe, Allen E. Cash, John Doby, as Sheriff of Kershaw County, and John M. Tindal, as Sheriff of Sumter County, defendants; that the complaint was in the handwriting of a lady, which Capt. DePass informed me was his wife's; that upon the said complaint therein stated I granted an injunction restraining the said Sheriffs and other defendants from selling the property, both real and personal, of the defendant, Ellerbe, November 1, 1879. I further certify that when I granted the order of injunction in said case, upon motion of the plaintiff's counsel, W. L. DePass, Esq., there was no such *marginal clause* as the following: "That further the plaintiff alleges that the pretended confessions of judgment has been made by the said defendant, Robert G. Ellerbe, to his own sister, who is the said Allen E. Cash, and thus, by a family arrangement, the said defendant intends to defeat the recovery of the plaintiff," set forth in the said complaint, either in the body or margin of said complaint.

I further certify in addition to the absence of said clause from either in the margin or body of said complaint, that after I had signed said order of injunction, the same having been signed in triplicate, that the following conversation occurred between W. L. DePass, Esq., and myself: I asked the said W. L. DePass if Mrs. Cash was any relation to the defendant Ellerbe. He replied that she was his sister. I then remarked you ought to have stated that fact in the complaint with her knowledge of the confession of judgment. That said DePass replied that he had set forth the facts in the margin of the original draft of the complaint, but believing that Mrs. Cash was ignorant of the fact at the time the confession of judgment had been made to her by her brother, that while he had put it there he had left it out of the original complaint as sworn to because it might lead to misconstruction. I then replied if he thought so it was "eminently proper."

T. J. MACKEY, Circuit Judge.

I desire, however, to say here that while I did purposely and intentionally refrain from inserting this marginal clause of the draft of the complaint into the original summons and complaint, yet I do not acknowledge by so doing that I did not have the clear professional right to do so, in the plain discharge of a professional duty to my client, without question from any one, if I had thought that *it was a family arrangement, but as the truth is I did not think it was an arrangement with which Mrs. Cash had anything to do*, and furthermore as I then believed, and do now, that she was ignorant of the fact at the time of such a confession of judgment having been made to her by her brother, out of the sincere and gentle respect that I entertained for her as a lady, and for that regard I felt for the feelings of a husband, I did refrain from what would have been, with my belief, a gratuitous insult. This was my motive in excluding the clause, and no misconstruction by any man at my saying so will prevent me from expressing what is the truth. It was for this reason that Col. Shannon so earnestly assured Gen. Cash in his letter to him of the 25th, *that he knew and was confident that I did not say or intend to say anything that would impute fraud to Mrs. Cash in the sense that he (Gen. Cash) had applied it.*

Both these papers, the rough draft and the original complaint, are identical in every particular, except the rough draft is in my handwriting, has the marginal clause and the names of myself and Conrad M. Wienges, but appears to be so before me as Notary Public, and for convenience was intended to be used to copy from, leaving out the marginal clause, whereas the original complaint is in the handwriting of Mrs. DePass, and the name of my client, Conrad M. Wienges, who signed the same before me as Notary Public, and has not the *marginal clause*, nor is the clause in the body thereof. Both are covered by summonses identical in every particular, *and right here* it was by reason of this outward similarity that a most unfortunate mistake was made by me on Monday, November 3, 1879, by serving on the Sheriff this *rough draft* covered up in its summons with the order of injunction instead of the original complaint with its summons, the reason being that the Sheriff, who was entitled to copies, said to me that Gen. Cash was in town and wanted to see the papers upon which I had obtained the injunction, and that if I would let him have the original summons and complaint for a day or two upon which I had obtained the injunction he would relieve me of making copies, and as aforesaid through mistake, (instead of the original summons and complaint upon which I had obtained the injunction) served on him this rough draft in its summons. These he handed to Gen. Cash, who, in turn, took them to his attorneys, Leitner & Dunlap. Thus Gen. Cash saw this marginal clause, and being in a paper the summons on which was marked original, signed and apparently sworn to, he supposed to be such, and doubtless his lawyers thought likewise.

This mistake I did not discover for several days, and before I did so, even obtained the papers from Gen. Cash's attorneys, had a copy made of them, serving it upon the said attorneys; all that time never for a moment thinking to examine the papers so served by mistake, or even the copy when made, because not for one moment did I doubt their correctness. After discovering the mistake, I at once filed the original summons and complaint, withdrew from Gen. Cash's attorneys the copy served and substituted a copy of the original summons and complaint, upon which I had obtained the injunction, as the certificate of Judge Mackey will show, and which is in the handwriting of Mrs. DePass, and did not contain the *marginal clause* referred to, nor any such clause in the body of the complaint. The certificates of the Clerk of the Court, the Sheriff and Messrs. Leitner & Dunlap all prove what I have here asserted, and I cannot help from expressing my thanks to these gentlemen for their publication; and instead of J. C. H.'s assertion that they placed me in an awkward position, I find that they are absolutely *necessary for my vindication.* They all show that the paper I served on the Sheriff is not the paper now on file in the Clerk's office; they all show that the paper served on the Sheriff was in my handwriting, and that there was on the margin the clause "That the plaintiff further alleges that the pretended confession of judgment has been made by the said defendant, Robert G. Ellerbe, to his own sister, who is the said Allen E. Cash, and thus by a family arrangement the said defendant intends to defeat the recovery of the plaintiff," whereas the paper now on file, sworn to, contains no such clause either in the margin or body thereof. Whereas the certificate of Judge Mackey does show that its original summons and complaint, (filed in the Clerk's office for Kershaw County,) is in the handwriting of Mrs. DePass, and was the complaint upon which the injunction was granted, the same being signed in triplicate.

In a conversation with Col. Watts, of Laurens C. H., in Charleston, S. C., about the 19th of March, he asked me to relate the cause of my difficulty with Gen. Cash. I answered, in some surprise, that I had no such difficulty, but would not be candid if I did not inform him that I had heard that the General was deeply offended at some expressions contained in the margin of a paper which he had accidentally seen, but which did not form a part of the proceedings, and were not in the original summons and complaint; that the mistake was caused by me, and that Col. Shannon knew nothing about it. He seemed to think that was not the cause of offence, but something that occurred at the trial of the case, either in the argument or the examination of the witnesses. I disowned any intention of imputing fraud to Mrs. Cash, and told him if he would read the complaint I was satisfied he would see that there was no disrespectful allusions to Mrs. Cash, as I had studiously avoided making any, and likewise so had Col. Shannon, my associate, and with that view had left out the objectionable marginal clause in the complaint for fear it might be misconstrued. At his request I sent him copies of the original summons and complaint and Judge Kershaw's decree. And when I met him again afterwards in Columbia, April 22 or 23, he told me that he had seen nothing in the complaint disrespectful to Mrs. Cash; that so far as Ellerbe was concerned it might be different, and that he had so written to the General, and told him that it was none of his funeral, provided there was nothing outside either in the argument or examination of witnesses at the trial of the cause, which for his part he thought was the cause of trouble. From this I inferred that Gen. Cash was offended at something that occurred at the trial, and though I mentioned the fact of these conversations to Col. Shannon, speaking of Col. Watts as my friend, for I believe that he has kindly feelings for me, I did not of course say to Col. Shannon what I thought the cause of offence was, for *as a fact I did not know*, therefore I could not say what it was. Col. Shannon speaks of this matter in his letter of June 5, 1880; but one thing I did certainly say to him, that Col. Watts knew from these conversations that all responsibility for *the marginal clause* devolved upon me, though the matter was accidentally seen by Gen. Cash; Col. Watts, however, did not seem to think that had anything to do with Gen. Cash's cause of offence then existing. The letter of Gen. Cash to Col. Shannon of November 24, 1879, in which he specifies *the marginal clause* above mentioned as the ground of his then existing cause of offence. 2d. Col. Shannon's reply of November 24, 1879, in which he truthfully and justly disclaims all knowledge of the marginal clause, and of its erasure from the said complaint. 3d. Gen. Cash's answer to Col. Shannon's reply dated December 1, 1879, in which he expresses himself as "*perfectly satisfied with Col. Shannon's disclaimer, and grateful to know that there is no cause for an interruption in the friendly relations* that existed between them," show conclusively that Col. Watts was right when, in the conversations I had with him in Charleston and Columbia, first in March and then in April last, that this was not then the cause of Gen. Cash's complaint. This is further verified by a conversation between Col. Shannon and myself, held in his office the latter part of November, 1879, and before Gen. Cash's answer to Col. Shannon's reply of 25th, 1879. I had heard on the cars from a friend, on my way home from Columbia, that Gen. Cash had been deeply offended at certain expressions he had seen in some of the papers in the case, at the same time this friend assured me he had been in part instrumental in settling this matter. The next day I called on Col. Shannon at his office, told him what had been said to me the day previous, and asked him if he had heard anything of it; he replied very pleasantly, "Oh, yes, Col. Cash had written him a letter, and he had replied;" thereupon he read Gen. Cash's letter to me and parts of his answer, especially that part vindicating me. Now, I had before then mentioned to Col. Shannon how the mistake had been made by which Gen. Cash saw this marginal clause, and again repeated to him the whole matter, including the conversation I had with Judge Mackey after he had granted the injunction, as set forth in the Judge's certificate, and then said I would write to Gen. Cash and acquaint him with how the mistake was made, and that no such marginal clause was in the original summons and complaint. Col. Shannon at once replied "there is no use in that;" saying that "I have fully satisfied Gen. Cash about the matter, and while I told him that I knew nothing about it, yet I fully vindicated you." The Colonel seemed to be a little hurt at the thought I might suppose he had not been generous enough while defending himself to try and relieve me and that I still found it necessary to write myself. Seeing this ebullition of feeling, and desirous of assuring him how much I did appreciate what he had done, I did speak of his action (as he says in his letter of June 5, 1880,) in complimentary terms, assuring him at the same time that as he thought writing to Gen. Cash on my part unnecessary that I would not do so. To prove conclusively that upon this matter there were several and frequent conversations between Col. Shannon and myself, Col. Shannon himself furnishes it. Again quoting from his letter of June 5, he says: The cause went up to the Supreme Court, and I had then no idea of any offense having been taken until about the 19th May. "Capt. DePass on his return from the Supreme Court told me he had twice seen Col. Watts, who he said was a friend of his, who told him that Gen. Cash and Mr. Ellerbe were determined to hold us to account, and he, Capt DePass, thought it his duty to inform me of it, though the cause of offense was not referred to." Any one will see why I did not refer to the cause of offense, for I did not know what it was, at best I could only infer from these conversations with Col. Watts that it was something that occurred at the trial, but what it was he did not say, and therefore I did not know and could not tell Col. Shannon. But this fact is conclusively shown, that Col. Shannon did not for a moment suppose that it was *the marginal clause*, nor did I for that matter, and certainly could not think so from what Col. Watts had said. Now let any candid mind turn to the challenges sent by Gen. Cash to me and by Mr. Ellerbe to Col. Shannon, and he will then see that as to myself I am held responsible for this "marginal clause," but with the view then that I had withdrawn it from the original complaint, but as to Col. Shannon, "*It is for alleged conduct in the management of the cause at the trial that constituted the offense as then existed.*" Thus it will appear that this marginal clause was not the subject or cause of this fatal duel, and if there is still any doubt of that fact, it is set at rest forever by Gen. Cash's letter to Col. Shannon of date June 15, 1880, in which he distinctly assigns "*the questions propounded by Col. Shannon to R. G. Ellerbe on the witness stand chiefly*, as subsequently reported to him," Gen. Cash, by Ellerbe, as the cause of his second offense at Col. Shannon *which did result in the fatal duel; for he says further in the same letter: "After disclaiming in the most positive manner any intention to charge Mrs. Cash with fraud, you went into the Court and did all in your power to establish a case of fraud against her."* I may here parenthesis and say that I did not suggest any questions propounded by Col. Shannon to the witness, nor for that matter did I hear any questions propounded by Col. Shannon to the witness that impugned the character of Mrs. Cash. We made arguments in the case and discussed, of course, the legal fraudulency of the confession of judgment. But if Gen. Cash had been in the Court House at the time, he would not have heard one word from either Col. Shannon or myself connecting Mrs. Cash with even legal fraud, or referring to her in any way as having any knowledge of it at the time it was made.

Where, I ask then, is the proof that J. C. H. has to offer that after making this charge of fraud against Mrs. Cash that I then denied it, and suffered my friend and associate to be killed rather than assume the responsibility of my own act? This trumped up charge and outrageous slander into which he has been led by my enemies is apparent, when it is shown that the fatal duel was not caused by this marginal clause, but by subsequent alleged conduct of Col. Shannon in the management of the cause at its trial.

To many of my friends and other persons who was the origin of this marginal clause known, and how by mistake it came to be in any paper at all, though not in any way connected with the case. Upon the application of my friend, Col. Blair, I furnished a full and complete statement of the whole matter *in writing*, to be used at his discretion; also a similar statement to Mr. J. T. Hay, to be published in the event I fell in the duel with Gen. Cash, both of which exonerated Col. Shannon, and to many others made verbal statements, never for one moment holding him in any way responsible for the matter, and yet but two men exist who had the right to know anything at all about it. These two were Gen. Cash and Col. Shannon. The former, because it was deemed by him as reflecting upon his wife, and the latter because he, as the associate attorney, had a right to know of any matter that had been inserted into the case by mistake or otherwise. As to the former he certainly knew I was the author, for he held me to account for it, and gladly would I have given at any time this explanation in full if he had allowed me the opportunity to do so, but when he sent me a peremptory challenge he forever sealed my mouth, and it is now only forced open by the insidious suggestions of a man who, unknown to me and a stranger in this community, has been taken advantage of and hoodwinked by some of my bitterest enemies to build up a public opinion against me for the purpose of destroying my reputation. Up to the day of his death the relations of Col. Shannon towards me were undisturbed; not for one moment did he ever complain, or was ever heard by any one to do so, of any want of fair dealing upon my part. He knew that I had been called to account by Gen. Cash for these very words, in this marginal clause, Gen. Cash insisting that I had withdrawn the charge, he being ignorant at the time, probably, of the real state of facts. Does this show that Gen. Cash was ignorant of who was the author, when he had summoned me to mortal combat on account of it? But if there remains the possibility of a doubt upon this point in the mind of my bitterest and most malignant enemy, Col. Shannon himself in his last utterances before his lamented death, in his letter of June the 5th, 1880, gives to it a lasting and most positive refutation. Here is his language: "*I know Capt DePass's explanation of this marginal clause, but while his explanation exonerates me entirely, it is properly a matter for his own justification*, and therefore I have no right to intrude further than I did in my reply to Gen. Cash, in which it will be observed that although hurriedly written, that letter does entire justice to Gen. Cash, and to Capt. DePass, *with the lights then before me*, and also to preserve the first status of the law." Now does not this show that Col. Shannon, when he wrote his letter of November 25th, 1879, to Gen. Cash, had received from me an explanation of how this marginal clause came to be accidentally seen by Gen. Cash, for that he expresses when he says "*by the lights then before him.*" But he says further: "Moreover, so far as I know, Capt. DePass has never been called on *to explain*, and therefore I cannot refer to that matter, as it is peculiarly and exclusively his." Now I ask any candid mind if this does not show that Col. Shannon received from me the history of this marginal clause, which he says was peculiarly mine, and does he not so state in his letter to Gen. Cash of November 25, 1879, *and that it was all my doing*, and while assuring Gen. Cash that "he was sure and was confident that I, as the regular attorney, said and meant to say nothing that would be regarded as a charge of fraud in the sense you (he) deemed it as applicable," *he yet did not assume one particle of responsibility upon himself.* The reply of Gen. Cash to Col. Shannon's answer also shows that he was satisfied with his disclaimer, and with the information imparted *that I was the author of the clause*, a fact with which he was already acquainted, for he had been informed by his own attorneys that the papers served on Sheriff Doby were in my handwriting. This fact by me was also positively stated to Col. Watts, Gen. Cash's friend, as early as March last, with the further fact that Col. Shannon knew nothing of it. Again, when my friend, Mr. W. E. DeLoache, bore to my friend, Col. Blair, a certain letter mutually addressed to Gen. Cash and myself, (a similar one having been borne by Capts. Clyburn and Clark to Gen. Cash,) who passed the night at Gen. Cash's residence, mentioned that the marginal clause when put there by Capt. DePass was by mistake seen by Gen. Cash in getting hold of the wrong paper. He was answered if *it* was *the intent* manifest, not to speak of Col. Blair, who showed the same to prominent gentlemen of Chesterfield Court House, and J. T. Hay, Esq., and Col. Stobo Garlington, of Laurens Court House, who had written statements as aforesaid, Capt. Wm. Clyburn, Capt. Clark, Gen. Kennedy, Mr. Jas. R. DeLoache, Mr. S. C. Clyburn, Mr. J. W. DePass, Dr. Legare, and several other gentlemen, to whom I mentioned here, by a mistake Gen. Cash had seen this marginal clause, never for one moment alluding in any way to Col. Shannon as the author, but on the contrary. Now I ask if, in the light of all these facts, can any man say I ever concealed the fact that I was the author of this marginal clause, or failed to exonerate Col. Shannon of any knowledge of it, when he himself, of all others, said and knew that I did not conceal it or fail to exonerate him? Ah, he was too honorable and noble a man to ever have said or even thought of such a thing. And I may say here, in conclusion, that God alone knows what were the feelings of my heart when I heard, for the first time, that a duel had been fought in which Col. Shannon had been killed; how fearfully shocked I was, for I repeat here, most solemnly and truthfully, that I had not the slightest knowledge that he was about to engage in a duel with Gen. Cash, nor do I suppose any one had in this community, except those to whom it was most secretly entrusted. I again say that the most pleasant and cordial relations possible between men differing so much in age existed between Col. Shannon and myself to the day of his death, and if he could speak from the grave today he would with indignation sternly rebuke so unjust a charge as has been made against me. As for myself, the veneration and esteem I entertained for him long since deepened into strong and abiding affection. I had that regard for him that a junior feels for his eldest brother when he appears to him as the type of noble born principles, high and dignified courage, chaste and incorruptible manhood. I loved his warm and generous heart, full of deep sympathies, his uncompromising detestation for all that was *mean, low and vicious.* And he knew that he had no more devoted friend in this world than I, and I know that he reciprocated the warm feelings of my heart towards him. I know too that he was my friend, and all the slander that has been heaped upon me by the few bitter enemies I have here will not prevent me from honoring his memory and deploring his death, and from feeling for those he has left behind him the deepest and tenderest sympathies.

Very truly, your obedient servant,
W. L. DePASS.

London a Long Way Ahead.

The four largest cities in the United States, New York, Philadelphia, Brooklyn and Chicago, have a total population of 3,113,684. In 1870 their population was 2,311,290. They have, therefore increased about a third in the ten years. If they keep up this rate of growth ten years longer, their total population in 1890 will be over four million, or an average of million each.

Yet now the population of these four cities, of whose growth we are so proud, taken together, fall short of the population of London alone. Even if we added St. Louis, we should not make up so many people as London contains. If we put in Washington also, we get an aggregate population about equal to that of London.

London, therefore, contains about as many people as New York, Philadelphia, Brooklyn, Chicago, St. Louis, and Washington together. Though the latest census of that city was taken eight years ago its increase has been carefully estimated, and the population is now put at 3,620,868, a total which is probably within the actual figures. The aggregate population of the six American cities which we have named is 3,650, 584.

And even ten years from now, if London continues to grow at the rate of increase which it has shown during the last eight years, it will have a population equal to that of our four greatest cities put together. It will contain over four millions of people.

These comparisons are not only interesting; they are valuable also. They may tend to subdue a boastful spirit not uncommon in new and growing countries, and they help us to form some conception of the magnitude of the greatest city the world has ever seen.

Assuming a continuance of its present rate of increase for a century to come, some English writers have imagined London as swollen to a capital of more than ten millions population. But there is no warrant for any such estimate, for history teaches that great cities evidently reach the limit of their growth, and thereafter show a decline. When that period will be attained by London, however, is beyond the reach of anything like safe calculation, but the indications are that it will have been passed before the next century is over.

Add to New York the continuous population which really belongs to it as a metropolis, and at the opening of the next century we shall have a population as large as that of London now, provided our rate of increase for ten years past is kept up for twenty years longer. It is, therefore, not at all improbable, indeed, it is very probable, that long before the Twentieth century is ended the cluster of cities of which New York is the nucleus will contain more people than any other city in the world. But for a quarter of a century to come London must take the lead, and continue to have a population equal to that of any other two of the great capitals.

Moreover, the perpetual aggrandizement of great cities cannot be an unmixed blessing to any country.

GARFIELD A BIBLE-BURNER.—We learn on what we deem good authority that there is, or should be, on file in the War Department a letter from a Rev. Mr. Bayliss, during the war a chaplain in one of the Union regiments of Kentucky, demanding an allowance for repairs on account of injuries done to the Southern Methodist church at Catlettsburg, Ky., by the Forty-second Ohio regiment, whose Colonel at that time (1862) was James A. Garfield, now Republican candidate for the Presidency. This allowance, the facts in the case being plain, was granted. In connection with this mutilation of the church in question, it is moreover stated that Col. Garfield allowed his regiment to perpetrate an outrage which included even the burning of the Bible and hymn-book of the stand on the ground that it was a Southern Methodist church. There are responsible gentlemen, clergymen and others, of Catlettsburg, who are familiar with the events herein referred to. We do not think, on the whole, that Mr. Garfield's chances for the presidency, slight as they are, would be much improved among Christians if it were generally known that during the war he was associated in any way with so wanton an act as burning Bibles and hymn-books. Between a Bible burner like Mr. Garfield and a fighter of men like Hancock, it is not difficult to decide as to which should receive the chaplet of the brave.—*Washington Gazette.*

HOW HE FELT.—Some weeks since, while a party of Detroit surveyors were running a railroad line in Indiana the survey carried them across a cemetery. In course of the survey a small stake was driven in a grave, and before it was removed and carried ahead, a lathy, long legged Hoosier overhauled the men, pulled off his coat and danced around as he yelled out "Show me the man that dared drive that stake in that grave."

"We are going to remove it," quietly replied one of the party.

"I don't care if you are—show me the man."

"Well, I am the man, and what are you going to do about it?" said the big man of the lot, as he stepped out.

"Didn't you know that was my wife's grave?" asked the Hoosier with a considerable fall of his voice.

"No sir."

"Well, it is, sir—my first wife's grave."

"And what of that?"

"What of that! Why—why sir, if I hadn't married a second one about a month ago, and kinder forgot my grief, I'd take a stick and pin you to the fence with it! It's lucky for you fellers—mighty lucky for you— that I dont feel half as bad as I did."

— Paris has 365 miles of paved streets. Stone blocks are used on 264 miles, and asphalt on nineteen miles. The Macadam has been abandoned on account of the expense of maintaining it in good order and the impossibility of keeping it free from mud or dust.

AN OLD SUIT REVIVED.

A Probability that the Public will Get a Glimpse of the Short Cut to Fortune which Some Lawyers Know How to take.

News and Courier.

COLUMBIA, July 26.

The case of the State of South Carolina against Corbin & Stone, the trial of which was commenced in the Court of Common Pleas here to-day, Judge Hudson presiding, promises to be long and interesting. There does not seem to be any very sanguine hopes of recovering the $28,000 which the counsel have pocketed in the way of fees, for the reason that neither of the defendants are known to have anything tangible in the way of assets, but the pleadings of the evidence will doubtless throw some light upon what has heretofore been considered a very dark and mysterious transaction.

THE HISTORY OF THE CASE.

The suit against Corbin arose upon the collection by Corbin & Stone of certain phosphate royalty from the Oak Point Mines in 1875. Corbin & Stone, it seems, were employed by the State, Chamberlain being Governor, to undertake the suit against the company to recover the amount of royalty alleged to have been due the State. The suit was commenced on the 5th of July, 1874, and on the 11th of November they recovered judgment for $28,000, which amount was paid over to Corbin & Stone by the Oak Point Mining Company. Out of this amount the State claims but $3,740 was due to Corbin & Stone as counsel fee, and that the balance, $24,260, belongs to the State. Corbin & Stone, however, paid to the State treasurer $206.06 and claimed the balance as their fees. The suit is therefore brought to recover $24,053.94, with interest from the 11th of November, 1874, and cost.

The defendants in their answer admit the receipt of the $28,000, but declare that Stone retired from the firm in September, 1877. They claim that they were entitled to 62½ per cent. of the amount as counsel fees. This amounts to $17,646.90, to which add $325.50 disbursements, aggregates $17,972.66, leaving $10,262.66 to be accounted for to the State. This amount, Mr. Corbin claims, has been accounted for as follows: For legal services in the Savannah and Charleston Railroad cases in 1875 (in re. Daniel Hand) $10,-056.60, leaving a balance of $206.06, which they say they paid into the State treasury. The defendants also claim to have loaned Cardozo, the spurious State treasurer, in December, 1877, $18,770, which was used in paying off the Mackey House (which elected Corbin to the Senate,) for which he holds the pay certificates of 69 members of the Mackey House and 18 members of the Mackey Senate.

The suit came up regularly for trial in the court to-day. The State is represented by the attorney-general, Leroy F. Youmans, Esq., and Mr. C. R. Miles, of Charleston, and the defendants by James T. Ackerman, of Georgia, and Wm. E. Earle, of Greenville.

Mr. Earle did not make his appearance in court, and Mr. Corbin stated that he had received a telegram from him stating that he failed to make connection on the railroad. He said his case could not go on without the presence of his counsel.

The attorney-general said the State would not take any advantage of the absence of the counsel, but the State had two witnesses from Charleston (Messrs. A. D. Cohen and Henry Buist) who were compelled by professional engagements to return to Charleston to-night, and their testimony was regarded as important.

After some consultation it was decided to begin the case by reading the pleadings, and the jury was organized after which a motion was formally made to strike out from the answers and dismiss all the counter claims set up by the defendants. The argument on this motion, however, was postponed until the arrival of Mr. Earle.

Mr. A. D. Cohen was then called as the first witness for the State. He testified that he was the reference in the Oak Point Mines suit alluded to in the pleadings. The case was heard by witness in Charleston and he made a report as to the fees of the counsel. In determining the amount of compensation, he took the testimony of Messrs. Buist, Magrath, T. Y. Simons and Simonton. Corbin & Stone also appeared and made a statement of their claim against the State, (60 to 65 per cent. of the amount recovered in the judgment.) The testimony of T. Y. Simons recommending 75 per cent. also of H. Buist recommending the same percentage, of C. H. Simonton recommending 50 per cent. and disbursements, was read by the witness. The witness also read his own report recommending 62½ per cent. and the disbursements as the proper compensation. The only judment that was brought to the attention of the referee at that time was a decree for $5,984.

A very strenuous objection was raised here by the defendants' attorney, who claimed that the judgment could not be explained or proven by parol testimony.

Judge Hudson ruled that the witness could not state what amount he had reference to in awarding the percentage unless he knew as a substantive fact what amount had been actually collected. If the plaintiffs desired to prove that there was a decree before that fixing an amount, they must prove it by the decree itself.

The question was then asked: What amount had been collected at that time? Answer, $5,984. Witness knew this, because it was understood by all the reference, that was the amount to which the percentage had reference. This was the general understanding at the reference. The lawyers who testified came at Mr. Corbin's suggestion and at witness' request. In November, 1875, witness reported that there was $22,016 due the State. No reference was had to this in considering Corbin & Stone's percentage.

Cross examined: Witness stated that he did not say whether or not Corbin actually told him that $5,984 was the amount collected. That was the understanding upon which Corbin acted. Witness knew the amount that had been adjudged, and Corbin knew that witness knew it.

Mr. Henry Buist was next examined. He testified that he had beed requested by Mr. Corbin to give his opinion upon the subject of compensation. He had testified that 75 per cent. of the amount recovered was a fair compensation, and in givng his opinion he had reference to a specific amount. The question "what was the amount," was, on objection, ruled out and exceptions were noted.

This ended the case for the State, and the Court took a recess until 5 P. M.

The following letter from Mr. A. D. Cohen to Comptroller-General Dunn was proved and will be submitted in evidence to-morrow. It is important, as showing what percentage the referee intended to allow Corbin & Stone as compensation.

May 29.

Thos. C. Dunn, Esq., Comptroller-General:

I take the earliest occasion to reply to your communication of the 24th. I clearly understood the percentages suggested by the respective witnesses to refer to the sum of $5,984, and my report allowed the mean, to the amount of 62½ per cent. Upon carefully reading over my report I see how it is liable to the construction placed upon it by Messrs. Corbin & Stone. Its language is not as definite as it should have been. Their construction is not mine. I will say, however, that I do not think 62½ per cent of $5,984 would be a sufficient compensation for the services of Messrs. Corbin & Stone, down to the time of the final decree in the case. When my report was filed I thought that the compensation to be allowed on future collection was a matter for future adjustment.

Respectfully, ASHER D. COHEN.

The consideration of the case was resumed at 5 p. m. Mr. Ackerman read a voluminous correspondence between Corbin & Stone and Dunn, ex comptroller-general, and Melton, ex-Attorney-General Conner and the records of the phosphate suit. At 7 o'clock the court adjourned until 10 a. m. to-morrow, when the hearing of the case will be resumed.

A Dentist's Friend.

An Oil City man was standing in front of a dentist's office, with an anxious, unhappy look in his eyes, and two yards of flannel round his lower jaw. He cast sorrowful glances upward to the dentist's sign, and in a hesitating sort of way placed his foot on the lower stair; then came out to the street again as if he had forgotten something. Col. Solon came along at this moment, and with a thoughtful interest in the man's welfare, said:

"Toothache, eh? Goin' to have it pulled? Ever had a tooth pulled? No! Well, you'd better go right up afore your courage fails you. Worst thing in the world is pullin' a tooth. I've been through the war, had both lungs shot away, fifteen bullets in my head, and doctors run a probe through my shoulder, and a cannon ball went through my body to my toe—thought 'twould kill me. But, man alive, I never knew what pain was 'till I had a tooth pulled. Maybe you think the toothache is horrible. It is. It is awful. But wait till the dentist runs them air iron tongs in your mouth, pulls the tooth right down through your jaw bone, and then yanks away as if he was pulling at an old engine, an you'll think the toothache ain't no more to be compared to it than a flea-bite is to a railroad accident. Yer had better go right up, though, and have it out. Don't let anything I said cause you to back out. I merely wanted to prepare yer mind for it. And don't yer take ether. Knew a man once about your complexion an' build, who took ether, an' he died. It's dangerous. Jes' go right up an' have it out. I'll go up with yer, and see how yer stand it when he begins twistin' the bones round. Yer won't sleep a wink to-night if yer don't have it out; an' maybe yer won't, any how, for sometimes the tooth breaks the jaw, inflammatory rheumatism strikes the what's-its-name nerve, and the what-they-call-it sets in."

Just at this momont a young man practicing on a French horn in one of the upper rooms drew a long, ear-piecing blast, like the yell of a man in torment, and as the last sound echoed through the hall, the colonel said: that's it; there's some one getting a tooth pulled now, and the dentest hasn't no more than just given the first twist either. Come right up and have yours yanked! Whoop! there he goes agin!" as another terrible blast from the horn came down the staircase. "Hold on, hold on!" yelled colonel—but he wasn't quick enough to stop the man with the aching tooth, who rushed out of the doorway and down the street so fast that his two yards of flannel became unwound and streamed behind him like signals of danger—while the villainous old colonel sat down on the lower step and laughed till his eyes ached.

THE POLL TAX.—Judge Hudson has decided, in a case brought before him, on appeal from the decision of a Trial Justice, in Richland County, that the law inflicting imprisonment for not paying the poll tax is unconstitutional. The appeal was taken upon the ground that the law was unconstitutional, in that it was repugnant to Section 20, Art. I. of the Constitution, which provides that "No person shall be imprisoned for debt. except in case of fraud." The Judge says:

This tax is not a debt in the ordinary nor legal sense of the word. It is not a matter of contract. It arises neither *ex contractu* nor *ex delicto*; neither by express promise, by implied agreement, nor by wrong inflicted. It is simply a demand made of citizens by the State to bring forward, each his share, toward the maintenance and support of government; which demand the citizen has no option nor choice in responding to but, if recreant, can be compelled to obey by all the sovereign power of the land. With no less powercould a State live.

— Worrying will wear the richest life to shreds.

— Hear how a judge decides in Hungary: Some time ago a man died bankrupt, and though he did not leave his widow a single penny, he bequeathed her a very large unpaid bill at local public house. His creditor did honor to his memory by bringing an action against his widow for the payment of her husband's drinking account. She proved that she was absolutely penniless, but the judge condemned her to pay the bill with costs, on the ground that by her evidently capricious and impracticable temper she had driven her late husband to the public house, in order to find there the comfort and peace which were denied him at home.

— An old Pennsylvanian relates the following incident: When Winfield Scott Hancock was a lad of thirteen, he applied to the Speaker of the House of Representatives of Pennsylvania for appointment as page to that body.—"What is your name, my little follow?" said the Speaker. "Winfield Scott Hancock," answered the stripling. "Ah!" exclaimed the Speaker, "did you sign the Declaration of Independence?" "No, sir," said the boy, with proud independence "but if I had been there I should have don eso." It is needless to say he received the appointment, and by his steady adherenee to duty, and independence of character, laid the foundation of his future career of usefulness and honor.

— The Rev. Mr. Chainey, pastor of the First Unitarian Church, Evansville, Md., becoming infected with rationalistic views, recently startled his congregation by a declaration that he had lost his faith in God; that public prayer of him was mockery; that the hymn-books of the church would serve a better purpose if sold for waste paper, and that, if he continued his ministry it must be on that basis of belief. Mr. Chainey was a member of Reed Masonic Lodge, and for some years was its Chaplain. He was arraigned before the lodge, his sermon was placed in evidence, and he was expelled for "un-Masonic conduct" in "uttering false thoughts, doubts and opinions." The other Masons who indulged expressions of like belief are expecting to be expelled, and one has already been summoned for trial.

Political Notes.

The New York *Tribune*, the official Garfield organ, has not mentioned the name of Arthur editorially since his nomination.

— Senator Eaton, of Connecticut, says that New York, New Jersey and Connecticut will go for Hancock "as sure as the sun shines."

— Reports of the departure of negroes from Kentucky to vote the Republican ticket in Indiana continue to come in. The Indiana Democrats should be watchful.

— "The war is not ended," says the Philadelphia *Bulletin*. Then your party has been lying terribly when it announces in its platform what it has done "since the war closed." How is that?

— The Philadelphia *Press* (Rep.) says that ex-Senator Conover, a candidate for Governor, is a load on the Republicans of Florida, and that he "should be eliminated from the campaign."

— Gen. Hancock is reported to be a rich man. Besides all his other property in Missouri, he has some excellent coal mines, which he refuses to sell and does not at present care to open.

— Jewell plies the screws by levying two per cent. on Federal employes' salaries, with prompt discharge from service if the tax is not paid. He goes for Schurz's department in the same way, but Schurz had hitherto protected his clerks from such raids, but the party "must be saved" now.

— The Boston *Post* says: "Gen. Garfield is in one respect the most unfortunate of candidates. Of all the serious charges brought against him in relation to his public life, not one originated with the Democrats. They were preferred by his own Congressional associates, his own constituents, and his own party friends."

— Gen. E. G. Marshall, a prominent Republican of Pennsylvania, has indorsed the Hancock flag. He says: "I have known him for a life time, having been with him as a young man in the United States infantry, and from his boyhood to the present time I have never known a man more pure than Gen. Winfield Scott Hancock."

— The Utica (N. Y.) *Observer* has this to say of the Republican stampede to the Democratic party: "The great mass of the Republican party are lukewarm or worse. Not a few are openly hostile to Garfield. We shall print a list of Utica Republican signatures to a Hancock roll in a few days which will pleasantly astonish our Democratic readers. What is true of this locality is true of the whole North. The tide is everywhere setting strongly in our favor. It will not reach its full until election."

— The Philadelphia *Times*, in commenting on Garfield's letter of acceptance, says: "As to the policy of a Garfield administration the country is quite as much in the dark as ever. The letter is, therefore, a great disappointment. The passing tribute of a glance is all that it can claim. There are in it no thoughts that breathe, no words that burn, to hold the attention or command conviction. It will not revive a drooping campaign; it will not make converts; it will not recall deserters; it will be simply read and forgotten."

— The facts stated in this paragraph, from the Pittsburg Post, are full of significance: "We have not noticed the hanging around the corners the old set of Republicans who kept their pocket-books out, bantering democrats to bet on the election. They don't appear to have any heart or change to invest in this campaign, in which is a fair indication they have no confidence in the result. We do hear of some pretty sick chaps who bet in Ohio on the election of Garfield, and have since been in Pennsylvania, and finding the tide running one way, would like to hedge."

— The Philadelphia *Times* closes an article on the political battle that is to be fought in that city this year as follows: "Everything points to a contest of unusual desperation in Philadelphia, and the largest poll by many thousands ever given in the city. The Republicans have three-fourths of the election boards and the machinery neccessary to resolve all doubts in their favor; but they will now be met with the most confident, defiant and desperate Democratic army they have encounted since 1860. It will be Greek locking horns with Greek, and the Repulican supremacy in the city will be contested at every step by the Democratic faith that looks for a Hancock triumph in the State."

— When Hayes announced to the Senate that he had dismissed Arthur from the government service, he said: "With my information of facts in the case, and with a deep sense of the responsible obligation imposed upon me by the Constitution, to "take care that the laws be faithfully executed," I regarded it as my plain duty to suspend the officer in question and to make the nomination now before the Senate, in order that this important office may be honestly and efficiently administered." That is, the office had, under Arthur, been dishonestly and inefficiently administered, and with this Republican testimony of Arthur's entire unfitness for any office, the Republican party nominated him with shouts of joy at Chicago.

— The Scranton (Pa.) *Times*, an Independent journal, speaks its mind very plainly in this brief article: "The *Times* is for Hancock, because he is Hancock, and not because he is a Democrat. This paper has favored no candidate but Hancock, and since he has been nominated we propose to show a little independence by speaking a word for him and through its columns; whether it has effect or not we will do our duty just the same. And right here we want to say that we believe one party is as bad as the other—if not a gread deal worse—and when the Democrats put up a good man, and when the Republicans put up a bad man—as see the New York *Times* and *Tribune*, both Republican papers, of Feb. 19, 1873, concerning the Kelly Garfield Credit Mobilier affair—we are for the Democrat, although we never voted for one in our life, and you'll find all the independent voters and at least two-thirds of the greenbackers will be for the same man next November—Gen. Winfield Scott Hancock, a man who has a bigger, nobler and truer heart than all the wiry politicians in the land."

NO GOOD PREACHING.—No man can do a good job of work, preach a good sermon, try a law suit well, doctor a patient, or write a good article when he feels miserable and dull, with sluggish brain and unsteady nerves, and none should make the attempt in such a condition when it can be so easily and cheaply removed by a little Hop Bitters. See other column.—*Albany Times.*

— The strongest heart will faint sometimes under the feeling that enemies are bitter and that friends only know half the sorrow.

— A wood shed is a necessary part of every economical farmer's home. It does not cost much in construction, is a great convenience in keeping the wood dry, and furnishes a shelter in which, much, if not all, work of preparing the wood for the stove can be done in stormy weather of winter and the rainy days of summer.