NO. 10.

THE

Committee Met Wednesday and Heard Important Testimony.

SOME STARTLING REVELATIONS

Messes Cungingham and Fowler Tell of Transactions in Regard to the thre of

The legislative committee appointed just at the close of the general assem-bly to investigate into the management of the State ponitentiary began its work Wednesday at noon in Columbia. Chairman Stevenson, Senators Livingston and Hay and Representatives l'atten and McDow were all present. They first went to the penitentiary and there decided upon a general plan for conducting the investigation. Under the plan the committee adjourned until :30 o'clock, when it reassembled in the judiciary committee room of the senate and began to take testimony. Hereafter all its meetings will be there. Miss Marion Gibbes was elected official stenographer.

Three witnesses were examined. The first one was Mr. John Taylor, the exol. Neal, the retiring superintendent. In view of later developments his testimony dwindled into insignificance. He simply pointed out several small errors of a clerical nature which, he said, did not change the real result, so far as he had been able to determine.

The testimony of Mr. T. J. Cunning-

ham and Mr. Fowler was startling. The nature of it is best seen by reading it. The searching questions asked by all members of the committee show that they intend to "hew to the line, let the chips fall where they may.

THE TESTIMONY. Mr. John Taylor, the expert bookkeeper employed to examine the books of the superintendent of the state penitentiary, was the first witness called. The questioning of the witness was conducted by Chairman Stevenson, of the investigating committee. Upon being sworn and in answer to questions, Mr. Taylor said that he had examined the accounts of the state peniteutiary from the 1st of January, 1893, to the 1st of the same month 1899, so far as he was able in the two weeks. Ho had confined his examination principally to the book known as "prison accounts." This had to do with the hire of convicts. For the six years he had found several small er-

wrong column and similar other cleri-The witness then exhibited a statement of the "prison accounts," which showed that these errors placed \$1,237 on the debt side of the ledger and \$1,447 on the credit side, thus leaving a discrepancy of \$210 in the accounts.

rors made by placing amounts in the

In reply to the direct question as to in whose favor was this discrepancy, the witness said it was in favor of the penitentiary management, as it appeared on the paper account. He could not say that there was any advantage derived from this discrepancy.

Other errors and discrepancies of a small nature were pointed out in other of the books. One was for \$24 and this Mr. Taylor said he would call an unim-

portant clerical error. In another place he pointed out variance of \$6,809, but this he explained was due to failure to charge up certain

items from the journal or cash book. Mr. Taylor's testimony dealt in large measure with explaining the in tricacies of bookkeeping and of show

ing how the errors occurred. In con-clusion, he same hat it would be impossible for him to prove every item of the books, but from such examination as he had been able to make in the past two weeks he would say that, aside from what would be termed clerical errors, the books were all right.

Mr. Stevenson asked Col. Neal if he desired to question the witness. The colonel, who seemed desirous of knowing exactly what effect the errors in bookkeeping had on his accounts, took advantage of the opportunity and ask

'You say that as far as the investigation has gone it shows the penitontiary short how many dollars? I didn't say that. None at all, sir.

"You said a while ago that there was a discrepency of \$24?" That is what we call an error in ad

dition-an unimportant error, but that does not make the account so. If you fail to put the item down it altars the account in the book.

"This last \$6,000 and somethingyou don't mean that the account is that much short? What do you mean?" "I mean that the paper account

shows that, but not the actual account. It means that there was a neglect to put down on the ledger the figures amounting to that much. These figures en tirely relate to what is the difference between the journal, cash book and ledger. If you put down so much or the journal and skip it on the entry there is an apparent error in bookkeep ing but not in fact.'

'Have you gone far enough to know really what is the status?" No sir, the time has been too short but so far as I can see I can see no reason to suppose that the status is

'As far as you have gone in your investigation you are not prepared to say whether there is mything wrong over

there or not. "I don't think there is anything, Colonel, so far as the books are concerned. Not more than what I call unimportant errors in bookkeeping.

MR. CUNNINGHAM. Mr. T. J. Cunningham, chairman of the board of directors of the penitenti-ary, was the second witness. At first it looked as if his testimony would be unimportant, but it soon made sur-prising revelations as to the hire of convicts. After a few introductor questions about his connection with the penitentiary, Mr. Stevenson said:

Til sek you as to the rules as to the hiring of convicts. How do you hire them for cash or or on credit?" "Well we have hired them in various

What is your rule for the payment I the mency for convicts, say for the "Generally about November we take the contract matter. We first decide

have to hire and then the price of that labor and then we instruct the superin-tendent to go to work and place it." When he places it what arrange ments do you require about the pay-

ment for the hire?" "Werequire a contract with sufficient bond to secure.'

"Do you take notes for the labor ?" "We have done it." "What is your rule about notes with regard to discounts?" Well, I remember a year ago last

November, in making contracts the superintendent was instructed if he made notes at all to make them that could be discounted without the institution endorsing them " "Mr. Cunningham, have any notes

been taken for labor in the last few years which have not been paid?" "It has been reported from the Carolina National bank that three notes are part due by the institution

"What notes? Who gave the notes?" After some further questions and answers, Mr. Cunningham read the following statement, which he said were the amounts for convict hire still O. C. Scarborough, due Nov.

C. W. Ragsdale, due Dec. 24 2,000.00 and interest.... W. W. Russell, due Jan, 11

J. B. Watson check for \$2,600 which the Carolina National bank was now holding the pointentiary responsible, Mr. Cunningham said it was given to take up the B. B. Ragsdale note.
"That B. B. Ragsdale note, you say,

the positentiary?"
"Yes, sir. It is in the office now. "Well, then, how did the peniten-"Well, the B. B. Ragsdale note ap

was endorsed by the superintendent of

peared with the endorsement of the superintendent on it and Watson held up the check. How did you get the note?" "I took the check to the bank and

got the note."
"And then the check was held up?" "Yes; it was a five-days check on the Anderson bank." "How did that B. B. Ragsdale note appear on the books of the penitenti-

"It didn't appear at all." "What record then did you have with egard to B. B. Ragsdale? "We had none at all. "Did the penitentiary get the mon

We presume that these notes came from the Watson contract.

"Just tell us about that" "We made a contract with J. B. Watson in 1806 for three years. He settled up at the end of 1895. On the first of January the books showed a settlement in cash; in 1897 the same way. We presume from the best information we have that these notes were given in settlement."

"To whom were these notes given? "To the Carolina National bank. "How did the penitentiary happen to be liable on it?"

"I suppose by the endorsement of the superintendent."
"Was he authorized to endorse notes to the bank? "As I understood our resolution it was that he must take notes without

the institution's endorsement.' "Did the directors know in having their annual settlement with Mr. Watson that the penitentiary was endorsing the notes of any one to settle up?"
"It was not a question at all; the

money just appeared. So far as the directors knew they were getting the "And you didn't know the penitents

ary was assuming any liabilities in assisting him to raise that money?" "I didn't know of these notes at all

until recently."
"When did you first learn of them? "I think it was the day of the election of a superintendent, or the day be

Further questioning brought out the fact that the convicts employed by J. B. Watson were for use on a farm which he at first leased from Col. Neal and later on said he had bought from

Mr. Stevenson then went on to ques

tion: Ragadale for \$2,000. Have you seen the note?"
"No sir. The only way I can figure out that note is through our report.

appears in the report of 1896. 'Have you a copy of that report?' "No sir. The note of C. W. Rags dale is the same as the convict hire to

Mr. Watson in 1836. 'And your understanding was that the note was put in the bank and the money got for it. Has Col. Neal explained this matter to you; have you asked him about those notes?

'Yes. I have.' "What is his explanation?" "He has not given any satisfactory explanation. He said they would be

"The only information the board has from him is that they will be settled. *This check of J. B. Watson he said he had just discovered was unsecured by bond.

A number of other questions served to show that these notes had appeared in the superintendent's report as being satisfactory. The balance due by O. C. Scarborough, the witness said, had been paid. In regard to the overdraft of \$3,355.62, he said the bank had allowed it to be made when Col. Neal paid the \$10,000 into the State treasury this year. It had since been paid by funds derived from the sale of certain produce from the State

farms. The disposition of the convicts for the present year was taken up. Mr. Cunningham said that 260 convicts

were hired out, In answer to questions be said that the majority of the convicts let were in Anderson county. A number of them were hired to Hammond, J. B. Watson. Fowler and others. These men had promised that they would pay up i

their contracts were renewed. In answer to several question by Mr. Hay as to the disposition of the farm products, the witness said the mem-bers of the board of directors were sat-isfied that all these things were sold and due credit given to the peniten

Mr. J. S. Fawler, of the firm of Coo-ley & Fowler, came into the room se Mr. Cunninghom was finishing his tee-

still due the State for convict hire \$866.51. This he said was erroneous. He had paid \$300 of the amount.

CAMDEN

"Have you a recoupt for such pay-mont?" asked Mr. Stevenson. "I have," answered Mr. Fewler, and he pulled from his pecket a draft of the date of February 24, 1801, these him-self drawn by Col. Neal, and which was marked paid. It was paid through the Farmers' and Merchants' bank of An

Mr. Patten theo took up the ques-tioning and brought out the facts that when the legislature was an session Mr. when the legislature was in session Mr. Fowler had been to Columbia to see about renewing his contract for convicts. The board of directors did not used by Col. Neal business to let him have them until he had want to let him have them until he had settled his account for past hire. He assured them that were the contract renewed he would see that the past claims were paid. He was not very positive about the assurances given the directors, but said;

At the time this matter was brought up I was in a great hurry to get off. The matter was to be left open tempo rarily. Col. Neal went up on the same train, and as room as we got there (Auderson) errangements were to be

facts that if Col. Neal made satisfac tory arrangements, that he (lowler) was to let him have the \$500 to help balance the account. These arrangements, Mr. Fowler said, were not made. Col. Neal was offered the privilege of

Further questioning developed the

questioning either Mr. Powler er Mr. unningham, but declined. This ended the testimony for the The committee is proparing to sum-

mons witnesses from beyond the city.

The following is, in substance, the testimony brought out the second day of the special legislative investigation committee, appointed to inquite into the management of the pantentiary: In 1896 J. B. Watson and Col. W. A.

Neal made a contract whereby the lat ter was to redeem or buy back his farm in Anderson county, which he had turned over to the fermer for debt. The price was to be \$14,000, and this was to be paid in installments of \$2,000 a year. At the same time and on the same day, according to the tes-timony of Col. Neal, Mr. Watson made a contract with him as superintendent of the penitentiary for 39 con victs who were to work on this farm and another owned by him (Neal) in lickens county. The superintendence of the Anderson county farm work was to be under B. B. Ragsdale and the By this contract for convict hire J. B. Watson was to be nominally responsible, while Neal in reality was to get the benefit of the labor. This was done apparently to get around the statute the penitentiary from employing convicts to work for himself individually. This contract with Watson was not se cured by bond as is generally required because Col. Neal considered him "a

responsible man. Under the instructions of the board fo directors a note properly endorsed so that it may be discounted at a bank may be accepted in payment for con-

In the year 1896 J. B. Watson got 30 convicts who worked the two farms of Col. Neal in Anderson and Pickens counties. These convicts worked those farms during 1896, '97 and '98. In pay ment for their work the first year B. B. Ragsdale gave his note for \$2,505.99. endorsed by W. A. Neal as superin-tendent. For their work in 1897 C. W. Ragsdale gave his note for \$2,012.4 endorsed in the same way. The account for 1898 is still open, though under the head of assets, J. B. Watson is charged with their hire. These two Ragadale notes were placed in the Carolina National Bank and the money drawn on them. The B. B. Ragdale note for \$2,595, 29 was taken up by the payment of a check given by J. B. Watson. The check was made payable in five days, but before that time had expired Mr. Wat con held up the payment. now demands from the penitentiary the payment of these two amonuts, W. A. Neal as superintendent having endors

ed the two notes. This puts the State virtually in the position of endorsing notes in order to get money and then having to pay the notes herself, the maker of the notes

not having paid them.

Col. Neal testified that the two Rags dales who gave their notes in payment for this convict hire for the years had not derived a cent's benefit from the convicts' work. It had been done on his farms and he had gotten the benefit of the work.

The State will have to redeem these two notes and by doing so loses the pay for 30 convicts for the years 1896 and 1897. This amount is in round num bers \$4,500, to say nothing of the past year, which will run the amount up to about \$6,000. All this labor Col. Neal was using on his farms, though under the contract Mr. J. B. Watson is the nominal lessee of the couviets.

Mr. Watson's testimony was important in that it told of the contracts made between himself and Col. Neal. He gave his reasons for refusing to pay the check taking up the B. B. Ragadale notes and then went on to say that under their personal agreement he had sold the cotton crop from the two farms made in 1896. After taking out from the proceeds the first payment on the farm o himself, he turned over to Col. Neal 31,465.85, for which Col. Neal recorpted s superintendent, and which ho understood was to go to pay the convict hire for that year. It had not been so credited and the records gave no evidence of it having been paid. In 1895 he had also paid a draft of \$500 to Col. Neal, but, as was afterwards shown, he was not credited with this in any

Col. Neal, in reference to the \$500 draft said he had used it for traveling Mr. Watson, he claimed that it had been paid out to hands and for the expenses of making the crop in 1890. Mr. Stevenson asked the pointed question, after Col. Neal had stated

to Mr. Watson, in payment on the farm as per private contract, if the payment of these installments were not virtually private debts.

Mr. Burrisa, testified to several irregularities devolving several hundred debts, and showed where early a part

that he had paid \$2,700 in 1896 and 1897

Mr. Stevenson called his attention to the fact that in the last report of the board of directors he was put down as placed to the personal credit of W. A. In that way, if we may it we have the rest has used to the personal credit of W. A. Neal

The facts so far brought out in the penitentiary investigation show that Col. W. A. Neal, the retiring superintendent, is due the State the following amounts:

Cash collected from Couley & Fowler Duc, 9, 1896, for the viet hire for which no return was made to the pententiary, 9 Cash collected from W. O. Hannmond in the same way on Nov. 500.00 passed on the special and the attention necession was spend in hearing into it. In the decision of the special passed of the spend of the spe

2,800.00 to Treaton. In the same conversation about leads and his need for 12,000 of Col. Neal in 1898 W. W. Russell's note endorsed thou, according to Col. Lamp scomb's recollection of the story

by Neal as superintendent Balance of \$1,352.23 collected Cooley & Fowler and J. Harmond Feb. 24th, 1897, de-posited to his own personal ac-count and not credited.

Received of J. J. Fretwell 1-1 337.15 | shipment than he said. "I have been outs and not accounted for Check given the Neal to balance Hentlary report as cash.

If the three items for convict hire used on Col. Neal's Auderson farm in the years 1896, 1897 and 1898, and for which J. Belton Watson is nominally responsible is deducted, then Col. Neal has misappropriated funds to his own own use to the amount of \$2,649.12. In his testimony, however, Col. Neal virtually admitted that he was the benliciary of the convict labor, though Watson, under his contract with the

State, is responsible for their hire. The testimony the third day clarified many points that had before this beer confused. It also served to show that | the board of directors who were charged with a general supervision of the entire penitentiary has been kept woefully in he dark in regard to matters wh they were supposed to know something

about. Mr. J. Belton Watson, Col. Neal, Chairman J. T. Cunningham, of the board of directors, and Messrs. Tatum and Garris were the witnesses examined. Immediately upon the committee's meeting Senator Livingston offered the

two following resolutions, which were Resolved, That R. E. Burriss, book-keep of the pentientiary, do forthwith furnish this committee in writing the number of convicts hired or leased out during the ears 1892, 1893, 1894, 1895, 1896, 1897 and 1598 and 15 whom hired out or leased; amount of compensation paid therefor; what amount has act-ually been paid by the respective parties and gone to the credit of the instituution, and what balance, if any, is due y the parties respectively, and to jurnish uch other and further information on the

et matter of this resolution as he poses Resolved, That E. H. Westfleid, captain of the guard, and W. W. Adams, sergeant, do forthwith furnish this committee in writing the number of convicts in the penttentiary of the first day of January, 1899, the number received each year since, the disposition made of them and whether or not any lessee or contractor received during any year a number greater than his contract called for, and if such excess was reported and charged up against such lessee or contractor and any further information upon the subject matter of this resolution as they may possess.

The committee was in session only during the mofning. Only three witmer Timmerman presented the three onds under which Col. Neal operated, which were found to be valid and suffiently strong. The last one was a litle incomplete, but the defect does not ffect the validity or force of the bond. Mr. Breazeale was examined to show

hat Mr. J. B. Watson paid him money on a private transaction about the time of the making of the \$850 note, which was endorsed by Col. Neal as superintendent

The main evidence of the day, how ever, was that as to the Carolina Natotal Bank where the main peniten uary account was run. President turk, of the bank, made a splendid sitness and gave the committee all posble light on the pontentiary transac It was very soon developed that the bank's books showed notes dis counted on a certain date of which credit was not reported to the peniten lary for months afterwards, and some imes not at all. The evidence of Mr lark, as taken from the bank's rec ords, opened such a large field that he committee requested, and Mr lark kindly consented, to have a rec-

ord made of all notes discounted by Col. Neal as superintendent of the Penitentiary and credited to the Penientiary account, and how they were taken up or originated. During ession of the committee Mr. F. H. Weston appeared and stated that Col. Neal was absent, and that he had been asked by Col. Neal to attend the hearing in Col. Neal's behalf. Mr. Weston was invited to a seat in the om. It was later in the day that Mr. Weston sprung the sensation of the session by objecting to an inquiry as to the state of Mr. Neal's personal account, and this provoked a statement of the investigation, as far as it had progressed, from Mr. Stevenson, the mairman of the committee, which is

given in full: Mr. Stevenson: of the situation as I view it, and let the com-mittee decide. On Friday Col. Neal said he would like for us to adjourn, as he wanted to go home. I told him we had determined to run until Monday afternoon; that it would e expensive. It would be some time before we could convene again, and we wished to examine the bank accounts today, and he aid that was all right: "Whatever the bank books show I will swear by." It has come out in the evidence that on a certain day be collected \$1,331.36. The bookkeeper ha tostified that Col. Neal deposited that money - \$812.17 to the penitentiary account and \$519.19 to his individual account—at this ank. Col. Neal at first was inclined not to acquiesce in this statement. He stated that it had cone for expenses, etc., and left it sloudy es to whether he had deposited the money for the penitentiary in this bank at that time. Therefore, it seems to us that if

"Another reason is this: It is apparent is admitted by Col. Neal that he has spent a good deal of the State's money, and he has virtually admitted that he is responsible for something over \$10,000. It is our duty to severtain if possible, what disposition he has made of it, and what his financial condiany of that money is here on deposit. There is another reason: These notes that have been discounted here from time to time.

Interest was added to the Neal in

vertigation by fluding as, anyard and uncharged claim for 12,000 brick which

the Litiman come is an added a new

tract sharing brick and brick alike, that

he wished he would shap him a carlor

going to Clemson and Winthrop vol

ask the legislature for remuneration. The brick were shipped to the remo-

Col. Lipscomb took the privilege sending a bill along with them. No a

were so charged, the positentiary par-for them, but has never collected fro

no effort ind been made to do so at the item was not even carried at 1

the committee is seeking to fin Lout .

In the positiontiary report of 1897 there

are reported on hand 225, met brick a

an asset and are valued at 35 per thou

sand. In the report of the only to the

of these brick are reported on have

sales. The committee wants to kno

the testimony that followed about to

1000 were accounted for, though the committee has not finished its in-jury

spring term of court is approaching to

different circuits the members of the

committee decided they would take a

IT IS NOW LAW.

Trust Bill.

An Act to prevent fire insurance companie

Section 1. Be it enacted by the General As

with other insurance agents, companies, as sociations or partnership, for the purpose of governing or controlling the rates charges

for fire insurance, charged on any property

shall problid one or more of such companies from employing a common agent or agents

o supervise and advise of defective struc-ures or suggest improvements to lessen fire

Section 2. That all fire insurance compan

4 March, 1900, and in each year the fler, with the Comptrofter General

this State, the affidavit of some officer or agent of said company, association or part

nership, who resides in this State, setting forth the fact that the company of which he is an officer or agent has not in the twelve months previous to the date of the

aid afficiavit entered into my trust, combi-

his state. The said affidavit shall be made refere some officer of this State authorized

o administer onths, and any false state

perjury, and punished by a fine of not less than one hundred dollars, and more than one thousand dollars, and by confinement in the penitualiary for one

ear, or, in the discretion of the Court

confinement in jail for a period of not less than thirty days nor more than twelve months: Provided, further, that any attempt

person, or number of persons, for the pur-pose of making rates for all such insurance

companies, associations or partnerships, of by buying rate books made by any person of

persons, shall be deemed a violation of this Act, and shall be punished as herein pro-

Section 3. The Comptroller General or other official to whom said company, associ-ation or partnership are annually required

to report to this State, shall forthwith rvoke and recall the license or authority

such company, or companies, association cassociations, partnerships t

associations, partnership or partnerships to do or to transact business in this State for any violation of this Act, and no renewal of authority shall be granted to do it for three years after such official revocation. Notice

years after such official revocation. Notice of such revocation to be duly published for

of such revocation to be duly published to one consecutive week in three or more daily papers published in this State and for a vio-lation of any of the provisions of this Act by any such company, or companies, associa-tion or associations, partnership or partner

snips, they shall, on conviction thereof, pay a fine of not less than five hundred dollars Section 4. It shall be the duty of the At

torney General or the solicitor, upon his request, to cause the provisions of this Act

Section 5. It shall also be the duty of th

Comptroller General or other official, now charged, or to be charged, with the enforce-

ment of the insurance laws of this State, t

require every fire insurance company association or partnership doing a fire in

surance business within this State, to fill with the annual statement made to him

with the annual statement made to him a statement duly sworn to by the manager or president of each company, association or partnership, legally admitted in this State, that it has not in the year intervening be-tween the issue of its last license and that

applied for violated the condition of this

the first day of March, 1900, and all Acts parts of Acts Jecons stept therewith are

hereby repealed.

Section 6. This Act shall be in force from

Some of the Indians of the United

States are among the richest farmers

in the world. The annual income of

the Osage tribe, for instance, consist-

ing of only 1,729 persons including

sach man, woman and child.

rent made in said affidavit shall be deemed

nation or as sociation for the purpose of pre-

venting competition in insurance rates

hazard.

full text of which is given below:

wook off and resume the investigation

while only \$2.27 were tembzed on

what became of the other 200,000.

into this particular matter.

Wodnesday 22d.

connection with the brick matter is the

eges as trustee and now I am going to

The Decision of the Supreme Court in Test Case.

MANDAMUS WILL NOT BE

Granted Profits Will Not be Divided Antong All the Counties in the State Full Text

There is in the siats treasury \$60,000 after April, 1808. According to a foint resolution adopted by the general assembly on February 21st of that year, this money is to be distributed among the public schools of the State. The as untraied by Co. Neal, Sounter fillman's man! seemed to have distribution was not made promptly, dwelt upon the ingratuade of republics for not much sooner had be ordered the and the Richland county board of education, through Mr. Ellison Ca-pers, Jr. and Mr. Juo. P. Thomas, Jr., on December 20th instituted proceed ings in the supreme court to obtain part of that fund for Richland county, as when a provious distribution bad been made on July lat. Comptroller General Derham distributed \$10,000 among those counties whose receipts from poli tax, three mill tax and supplementary school fund dul not reach the amount of \$3 per capita. There were 24 counties which derived benefit from this fund.

Since the distribution of the amount above specified the board of control has declared \$60,000 profits from the dispen sarv, and it is claimed that, in compliance with the resolution, this amount should be distributed among the counties of the State, irrespective of whether or not they had received part of the

The comptroller general, according to the statement in the petition to the supreme court, refused and still refuses, notwithstanding the provision of the joint resolution," etc. Consequently the matter was taken before the State supreme court, All of the counties received a portion of the \$70,000, except Richland, Korshaw, Colleton, Charleston, Clarendon, Mampton, Charleston, Clarendon, Mampton. Barnwell, Beaufort, Abbeville, Aiken, Anderson and Laurens. However, it Mr. Capers had won his case, every county is the State would have had a whack at the \$60,000.

But the supreme court on Friday deeided against the petition of Mr. Capers. The opinion was filed by Justice Ira B. Jones and reads as follows:

Governor Signs the Mauldin Anti-Insurance This is an application in the original jurisdiction of this court for mandamus to com pet the comptroller general to apportion certain supplementary school tands, \$60.000 now in the State treasury as net income from the sale of liquors under the dispensary law, and to issue his warrant in favor of the county treasurer of Richland county Governor Ellerbe has signed the Mauldin anti insurance trust bill, a resociations or partnerships doing business in this State, or the agents of said com-panies, associations or partnerships from entering into combination to make or conor \$1,700.89, the amount thereof alleged to

to be due said county.

The point of difference between the petitioners and respondent is tills: Petitioners contend that said fund must be apportioned troi rates for fire insurance on property in this State, and providing a punishment for violation of this Act. among all the counties in proportion to the enrollment of pupils in suid counties as shown by the report of the State superinsembly of the State of South Carolina, that it shall be unlawful for any fire unautament com-pany, association or partnership doing a fire tondent of education for the year 1895, while respondent contends that said fund is first applicable, in aid of the supplementary insurance lessgess in this State to enter into any compact or combination with other fire axes provided for in the 6th section of a ticle 2 of the constitution, to supply defi-ciencies in those counties wherein the polinsurance companies, associations or part-nership or to require or allow their agents to enter into any compact or combination ax and three mill tax do not yield an amoun equal to \$3 per capita of the number cosch county for the acholastic year ending October 31st, 1895, as appears in the report of the State superintendent of education for that year, and that it is only the surplus re-maining after such application which may be appartioned among all the countries in proportion to the enrollment of the pupils as shown by the report of the State superinas shown by the report of the State superit tendent of education for the year 1895. es, associations or partnerships doing i fire insurace businers in this State half cause to be filed on the 1st day

The rule of apportionment of such funds must be as provided in the 6th and 12th sec-tions of article 2 of the constitution in the joint resolution, approved February 21, 1898, so far as it is consistent with said pro-visions of the constitution. Said sections of the constitution, which must be construed together, so as to harmonize, are as follows He then quotes sections 6 and 12 of the con stitution, and also the resolution adopted in 1897, which reads as follows: "That the comptroller general is hereby

authorized and directed to rants on the State treasurer in favor of the for the amount to which each county is en-titled out of supplementary school fund arising from the net income to the State from the sale of alcoholic liquors, according to a calculation to be made by him, based on the netual collections of the poll tax and three-mill tax collected in each county, so as to raise the amount of school fund in each county, including the poll tax, the three-mill tax and said supple-mentary school fund, to \$3 per capita, as provided in the State constitution. And the comptroller general shall apportion the remainder of said supplementary school fund now in, or which may bereafter come ato the State treasury during the fiscal year 1898, among the counties of the State, in proportion to the caroliment of the countles as abown by the report of the fitate superintendent of education for the year 1895, and to draw his warrant therefor as above provided and that the said supplementary school fund shall be annually apportioned and paid out in the manner herein provided." By these two sections of the constitution, it

is the duty of the comptredler general to apportion the net income derived during the years 1896, 1897 and 1898 from the sales of liquors to make up deficiencies in the school fund in each county for the years 1896, 1897 and 1898 respectively, so that the school fund in each county in each of said years shall equal \$3 per capita of pupil enrollment is each county according to the enrollment o 1895. So far as the net incomes from the sa of liquer for the years 1896, 1897 and 1898 are concerned, the rule of apportionment fixed concerned, the rule of apportionment fixed in the joint resolution could only operate to dispose of any surpins remaining of the net income from the said of liquors in each of said years after application to make up deficiencies in the school fund in each sale It is clear, therefore, that petitioners, is

order to have the fund in question appor-tioned as contended for by them, must show that said fund is surplus remaining after application to meet defigiencies. (This showing they fail to make. It does appear that the fund in question [\$60,000] was received into the State treasury during the year 1838 some time after April 20th, on which day \$70,499.55 of similar funds were apportioned and paid out among 24 counties of the State to make up deficiencies for the year 1898, but we are not informed whether the \$60,000 consti-tutes the net income for 1897 or up deficiencies in the school funds of coun-ties for the year 1897 or 1898, nor whether and sum, or any portion thereof, is surplu-after application to deficiencies as require

The Mennanite Church in this country is about to establish its first for-

by the constitution.

CANNED BEEF IN ZULULAND.

& fradesman's Experience let An African Chief's Kraal.

Charles R. Rusby, the representsin Cape Town, South Africa, and C. H. Dochitte, a merchant of the same place but who until recently was mintog near Baluwayo, were at the Midband Hotel, Kansas City, recently. 'youring the year," he said, "I have Theored my regular territory. 1,500 miles by atcamer up the coust and about the same distance in the interlor. I travelled overland by traid and bullock wagons. My business was, of course, to introduce the products ox

the Armout Packing Company, Bust-

ness has been excellent during the last year about double that of 1897. "tonsiderable of the time." continned Mr. Rusby, "I spent in Zuzuland. calling upon the chiefs and natives. and trying to induce them to eat our meats rather than 'meale meal.' This nealie is nothing more than corumeat They make it into much three Nimes & day by boiling the stuff in a post. All sit around the pot with flat sticks, and after dipping the paddles they tick

them closus.
The Zelhs live in huts called kraals. These houses are made of sticks and grass, qud are of rather generous proportions. There is only one opening and that is the 'door, about two or three feet high and as many broad. To enter one is compelled to crawl upon his hands and knees. In there they do all their cooking, and us no chimney is provided the smoxe finds the way out as boot it can be-

"The first time I chiered a kraal ! remember I felt quite lost. It was pitch dark in there, and for three or four minutes I could see nothing. Becoming accustomed to it. I flually saw the chief seated on his legs in the middle of the ground. He was surounded by various wives, children, doge, goats and caives, all living in there

I opened a tin of corned beef and havited the chief to try it. At first he was suspicious of polson and refused. Later he got to work, and before be had unished all the beef was gone. Then he passed the empty tin to the nearest wife, who licked part of the inside, when another took her turn. When the children had had their turn the tin was bright and clean. I noticed on leaving that one of the children was chewing the can label.

"In Africa there are 120,000,000 niggers they will go by that name there. A large per cent, are employed by developing companies, which feed them on mealic and corned beef. So one can readily realize the opportunities for trade mere.

"Since I was in Kansas City I had my first ostrich fight. It was in Cape Colony. Ordinarily the bird is barmless, except in the mating season. In this case the female was setting and the male was on watch. In some way I got too close, when he started for me. Fortunately I knew what to do. so I stretched myself on my back in the saud, otherwise he would have ripped me with his foot. As it was he struck the back of my hand," showing the scar where the ostrich foot bad left its mark.

Time to Call on the Powers. General Rios, the Spanish commander in the Philippines, in an offi-cial espatch acquainting the Spanish covernment with the fact that Major eneral Otis has stopped the negotiations for the release of the Spanish risoners in the hands of the rebels, ays: "I protest in the name of humanity, and believe the time has arrived to appeal through the consuls to the good offices of the powers.

83 Ships Lost and 411 People Drowned. A special from Brisbane, Queensand, says: A steamer which has just eturned here from Cooktown, on Enland, says: A steamer which bas deavor river, this colony, report that three schooners and 80 luggers were ost, and that 400 colored persons and 11 white persons were downed, during the recent hurricane that swept the northeast coast of Queensland.

South Carolina & Georgia Railway Co.

"THE CHARLESTON LINE."

Schedule in Effect Jan. 1st. 1899

ly Charleston v Augusta Kingville Aiken ar Aiken ar Kingville ar Kingville 1949 a ar Charleston 11 00 a ar Augusta MAST DAILY. WEST DAILY. v Augusta 3 10 ly Charleston 5 30 lv Columbia 3 55 p lv Kingville 4 38 p ar Aikin 9 57 p er Alken lv Kingville

ar Columbia CAMDEN BRANCH, daily except Sunday. MORTH. iv Kingville ar Camden

Ar Kingville 4 38