

# The Business of the DRAKE-INNESS-GREEN SHOE CO

For the past year was the largest in its history, and we beg to thank the merchants of South Carolina for the liberal share of patronage they have given us, and trust it was handled to their satisfaction. We also wish to thank the wearers of shoes for buying our well known brands in preference to all others.

The Cotton Growers' Association, for two reasons, is in part responsible for the enormous increase in our business. First—Their influence on the cotton market enabled the farmers to get a good price throughout the season. This put more money in circulation. Second—A sentiment is being created in favor of patronizing home enterprises. Professional and business men, as well as farmers, have been invited to join the Association and are working together as a man. They realize that the success of the one contributes largely to the success of the other. The sentiment is there now, and the shoe jobbers in the cotton belt sold more goods last year by far than any year previous. There were four shoe jobbers in Charleston ten years ago—there are four now. We sold more goods last year than the four sold ten years ago, and we believe there has been a large increase in the business of the other three. Charleston stands today in the front rank as a shoe market. And we are in a large measure responsible for this condition. Why? Because we have put out a line second to none in the United States, and do not allow any of our competitors to offer better values than we do. The following celebrated brands are as well or better known than any other shoes handled in this State:

FOR MEN.				FOR LADIES.			FOR BOYS AND GIRLS.		
Red Eye,	Astoria,	Consolidated,	Sam Lichten,	The Countess,	Ainslee,	White House Queen,	Full Dress,	Warrior,	Good Wear,
Southern King,	Iron Age,	Columbia Calif,	Black Mingo,	The Queen,	Golden Bell,	Blue Bell,	Red Eye,	The Queen,	Blue Bell,
Missing Link,		Bates' Ga Special.		Inness' Kangaroo,	Ruby.	Gentry's Special.	Blue Star,	Red Star,	Clondyke.

## FOR SALE BY ALL FIRST CLASS DEALERS.

Leather is very high now, but it is our intention to keep the above brands up to the standard. It has been our policy in the past and will be our policy in the future to improve the quality of a shoe rather than to reduce it so as to be able to put out a shoe at a price. Again thanking you for the liberal share of business given us the past year, and wishing you a Merry Christmas and Happy and Prosperous New Year.

Yours very respectfully,

# DRAKE-INNESS-GREEN SHOE COMPANY.

### The Watchman and Southron

WEDNESDAY, DECEMBER 27, 1905.

The Sumter Watchman was founded in 1850 and the True Southron in 1866. The Watchman and Southron now has the combined circulation and influence of both of the old papers, and is manifestly the best advertising medium in Sumter.

#### A GOOD SUGGESTION.

We heartily endorse the suggestion made today by a citizen that a fund be raised by popular subscription to erect a stone to mark the grave of Joseph Levan. The gentleman who made this suggestion showed his earnestness by tendering a subscription. Joseph Levan was a man to whose memory the people of Sumter can only add to show this mark of respect by so doing they will pay a merited tribute to honest citizenship throughout his long life. Joe Levan was true to his friends and never swerved from allegiance to the people of Sumter and to the white men of the community in particular. He openly declared to his friends and truest friends of the community that his conduct and his political views were proof of the sincerity of his profession and during the reconstruction period it required a little courage for a negro to take and maintain the stand that he did. As we have said heretofore there was no negro in Sumter more sincerely liked and respected by the white people of all ages than Joe Levan and it would be but a small testimonial of their respect for them to mark his lasting resting place with an appropriate monument.

We know that the old Confederate soldiers will gladly contribute to this fund for they showed in what esteem they held him by attending his funeral in a body.

The Daily Item suggests that the contributions be handed to Mr. J. D. Wilder, who is an officer of Camp Dick Anderson, U. C. V., and the use of these columns is tendered him for the purpose of making acknowledgment of the contributions received.

#### A QUIET LYNCHING

Occurred in Barnwell Last Friday Night.

Columbia, December 26.—In one respect the most unusual lynching that ever occurred in this State took place in Barnwell Friday night. Nothing has been published about it and the first known of it was when the governor received information from a report of Sheriff Creech this morning. The lynching took place at Ummers, two negroes being the victims, they being accused of killing a white man named Craddock. Only suspicion attached to the negroes, there being no proof. While awaiting in the village lockup to be taken to jail a mob shot them to death. Constable Hardy reported to the sheriff next morning that the prisoners had escaped.

#### Notice to Veterans.

Crosses of honor will be given to sons and descendants of Confederate veterans by Dick Anderson Camp U. D. C. on January 19th, 1906. Application blanks can be obtained from Mrs. S. C. Baker at 166 West Hampton Avenue. Blanks must be filled in and returned promptly, or crosses cannot be obtained in time for bestowal on the 19th.

Adele Moses, Corresponding Secretary.

#### Daily Market Report.

By Private Wire to The Sumter Cotton Exchange.

#### NEW YORK COTTON.

	Open	High	Low	Close.
Jan.	11 51	11 57	11 50	11 57
March	11 57	11 57	11 50	11 54
May	12 00	12 01	11 95	11 99
July	12 07	12 02	12 05	12 05

Jan. 13 00; unchanged.

### DECISION OF ASSOCIATE JUSTICE WOODS

#### Declares That Water Works Bonds Are Valid.

Commissioners Are Authorized to Sell the Bonds Turned Over to Them by the City of Sumter and Purchase the Water Works System.

The friendly suit brought by Mayor Geo. W. Dick and the city aldermen against the commissioners of public works of the city of Sumter was to establish the validity or invalidity of the \$116,000 worth of bonds voted to be issued for the purchase of the plant owned and operated by the Sumter Water Company.

The decision of the State Supreme Court was in favor of the validity of the bonds, which was established by the following opinion of Associate Justice Woods in which the rest of the court concurred:

In this proceeding, the city council of the city of Sumter asks for a writ of mandamus to compel the commissioners of public works to sell certain municipal bonds, aggregating in amount one hundred and sixteen thousand (\$116,000.00) dollars, turned over to them by the city council and to use the proceeds in the purchase, under option held by the city, of the water works now owned by and operated by the Sumter Water Company.

The answer admits all the facts set out in the petition, but alleges that "the bonds are invalid, unsalable and void, because, (a) the bonds were issued for the purchase of water works already constructed, and under the statutes a city in South Carolina has no power to purchase waterworks already constructed.

(b) Because the question voted upon in the election was as follows: "Shall the city of Sumter purchase the property and rights of the Sumter Water Power Company and issue bonds in payment thereof in such amount as may be necessary?"

"Yes." The negative ballots, it is alleged, were in precisely words, "No" being substituted for "Yes." "Whereas it is respectfully submitted that the definite amount of bonds to be issued should also have been submitted to the voters voting in said election."

The first objection to the validity of the election raises a serious question of constitutional and statutory construction.

It is provided by Section 5, Article VIII of the constitution:

"Section 5. Cities and towns may acquire by construction or purchase, and may operate, water works systems and plants for furnishing lights, and may furnish water and lights to individuals, firm and private corporations for reasonable compensation: Provided, that no such construction or purchase shall be made except upon a majority vote of the electors in said cities or towns who are qualified to vote on the bonded indebtedness of said cities or towns."

This article of the constitution expressly conferring the power to issue bonds for the purchase of "water works systems" "upon a majority vote of the electors," necessarily implies the power of the municipality to hold an election to ascertain the will of the majority, though possibly this right might have been defeated by the failure of the General Assembly to provide election machinery.

Section 7, Article VII, contains this provision:

Section 7. "No city or town in this State shall hereafter incur any bonded debt which, including existing bonded indebtedness, shall exceed 8 per cent. of the assessed value of the taxable property therein, and no such debt shall be created without submitting the question as to the creation thereof to the qualified electors of such city or town, as provided in this article."

Under the facts of this case the ballots were sufficient. It is therefore ordered and adjudged that a writ of mandamus be issued requiring the commissioners of

voting on the question shall be in favor of creating such further bonded debt, none shall be created."

The provision for "such special election" here referred to is found in Section 13 of Article II, which is as follows:

Section 13. "In authorizing a special election in any incorporated city or town in this State for the purpose of bonding the same, the General Assembly shall prescribe as a condition precedent to the holding of said election a petition from a majority of the freeholders of said city or town as shown by its tax books, and at such elections all electors of such city or town who are duly qualified for voting under Section 12 of this Article, and who have paid all taxes, state, county and municipal for the previous year, shall be allowed to vote, and the vote of a majority of those voting in said election shall be necessary to authorize the issue of said bonds."

In pursuance of the articles of the Constitution, the General Assembly enacted a general law on the subject, (Code, Section 2008) providing for elections to be held "in accordance with the laws of force governing municipal elections" and prescribing as a condition precedent to the holding of the election, the filing of the petition described in the Constitution. Either by inadvertence or design, however, this statute while providing for the issuance of bonds, sanctioned by an election, for the construction of water works, omits all reference to bonds for the purchase of water works. The case, therefore, stands thus. The constitution conferred upon municipalities the right to acquire, by construction or purchase, water works systems and to issue bonds therefor, under the sanction of an election. In enacting the general law for holding such elections it was not within the power of the General Assembly to so limit the use of the election machinery provided as to deny one of these constitutional rights while giving opportunity for the exercise of the other, which was linked with it and stood on precisely the same footing. When the machinery is provided, and the prerequisites of the election are laid down by the General Assembly under the mandate of the Constitution, all rights to which they were intended by the Constitution to give effect may be exercised under them whether expressly mentioned in the statutes or not.

The facts of this case do not warrant the court in sustaining the objection to the form of the ballot. Without doubt, it is safer in such elections to have the ballot express the precise amount to which it is proposed to issue bonds for than there can be no doubt of the voter having fair notice of the import of his vote. But there is no statutory provision as to the form of the ballot, and the most that the court can require in this respect is that the voters should have reasonable notice of the election and the issue it involves. In this case the ballot expressed that the issue was whether the city should purchase the Sumter water works and issue bonds for the purchase money. The record shows the purchase price agreed on by city council before the election was \$116,511.65, with certain small contingent additions for experimental boring of additional wells, and that this was published officially and was otherwise known to the qualified electors and the freeholders of the city of Sumter." It thus appears that the municipal voters with full knowledge, by the election gave their assent to a bond issue exceeding \$116,000.00, which is the aggregate of the bonds actually signed and now in the hands of commissioners of public works.

The bonds, therefore, cannot be held invalid on the grounds that the ballot did not give notice to the voters of the issue involved in the election. Under the facts of this case the ballots were sufficient. It is therefore ordered and adjudged that a writ of mandamus be issued requiring the commissioners of

public works of the city of Sumter to sell the bonds turned over to them by the city of Sumter and make the purchase of the waterworks, sanctioned by the election hereinbefore referred to.

### THE COMPTROLLER GENERAL

Is Preparing an Interest Comparative Statement of Land Tax Values.

Columbia, December 26.—Comptroller General Jones is preparing for incorporation into his annual report to the legislature, an interesting comparative statement of the land tax values of this State, the comparison being as between the three decade periods ending in the tax years of 1833-4, 1893-4 and 1904. The table, when completed, will also show the values for the present year. The figures are given by counties, and while the table is not yet complete enough to show all the final results for which it is intended there are some interesting figures ready. The table shows only the values for property outside the incorporated cities and towns, but these values include the buildings on this country land. The table is therefore of particular interest as showing the tax values on farm property. The figures show that while this class of property increased in value from 1833-4 to 1893-4 from an average of \$3.36 per acre to \$3.74, there has been an actual decrease since the Tillman regime to \$3.72 per acre in 1904. The figures for 1905 have not yet been tabulated. In 1833-4 the number of acres returned was 17,404,927, the tax value of which was \$58,475,922, as against the total valuation of \$67,462,620 in 1893-4. Since that time there has been a great quantity of land added to the tax books, through the recovery of marsh lands and for other reasons, over 245,000 acres in the past ten years, there has been not only no proportionate increase in the total valuation, but an actual average decrease of 2 cents per acre. Although it is a well known fact that the selling value of farm property has gone up in this State along with everything else. In passing it should be noted that this property does not include cotton mill plants either outside or inside of cities and towns.

The table as a whole is not yet available for publication, but the figures for Anderson, Charleston, Florence, Sumter and Greenville counties were pointed out as showing interesting changes.

The figures for Anderson are: Total valuation in 1833-4, \$12,689,769, as against \$3,373,732 for 1893-4, \$2,817,013 for 1904 and \$2,829,311 for 1905; the average value per acre for these periods are \$5.90, \$7.67, \$6.04 and \$6.08.

Charleston—\$817,510, \$610,309, \$1,842,105, \$1,833,645; average per acre, \$16.92, \$9.12, \$4.74 and \$4.70. (Just prior to the third period Charleston added 50,000 acres from Berkeley county.)

Florence—\$1,546,655 for 1893-4, \$1,477,310 for 1904 and \$1,488,412 for 1905, the average per acre being \$3.71 \$4.50 and \$4.06. (Florence is a new county, and there are therefore no figures for the first period.)

Sumter—\$2,295,100, \$2,946,160, \$1,696,760, \$1,694,660; average per acre \$4.33, \$5.39, \$4.54 and \$4.52. Sumter recently lost considerable territory to Lee county.

Greenville—\$2,309,255, \$2,666,535, \$3,049,225, \$3,069,250; average per acre, \$494, \$5.50, \$6.23, \$6.24.

Mrs. Thomas W. Woodward, of Wimsboro, was knocked down by a trolley car on the streets of Columbia Wednesday, but was not seriously injured.

J. F. Grandy & Sons, of Greenville, the contractors who have been building the big power dam on the Saluda river, have been adjudged bankrupt and work on the dam has stopped. Their assets are \$100,000 and they owe \$300,000.

# TAKING STOCK!

We are now engaged in our annual work of taking an inventory of our stock. It is possible as we proceed we may find a few items of which we have too much, or some that we are especially anxious to dispose of at a sacrifice. If so you will be advised of it. In the meantime permit us to wish you the compliments of the season, and to express our thanks for the liberal patronage bestowed upon us during the year about to close, to which we will be forced, regretfully, to say

## FAREWELL!

# O'Donnell & Co.

# GOLD WATCH GIVEN AWAY.

On February 1st, Durant's Pharmacy will give away a handsome Gold Watch worth \$40.00, or its equivalent, to be selected at Folsom's Jewelry Store.

The watch will be awarded to the person who guesses nearest the number of seed contained in the big pumpkin now on exhibition.

A disinterested committee will be appointed to cut the pumpkin and count the seed the day the contest closes.

With each five (5) cents purchase one guess is given. Ask for a "Pumpkin guess" ticket, and record one guess for each 5 cents you spend.

# Durant's Pharmacy.