

A SEWERAGE TANGLE.

ENGINEER LUDLOW CLAIMS TO HAVE CONTRACT WITH CITY.

Superfluity of Supervising Engineers Proves Embarrassing and the Final Outcome May Be Even More Serious—City Threatened With Suit.

The Commissioners of Public Works and the City Council are in an annoying and serious tangle with Mr. J. L. Ludlow, of Winston-Salem, N. C., over the contract for the supervision of the construction of the sewerage system.

The facts of the case are as follows:

In the spring of 1903 it was decided by the City Council then in office to have a sewerage survey of the city made for the purpose of ascertaining the cost of a sewerage system. A committee, consisting of Alderman G. W. Dick and D. J. Chandler and Dr. S. C. Baker, of the Board of Health, was authorized to employ an engineer to make the survey, prepare maps and plans and make an estimate of the approximate cost of a sewerage system. This committee in the exercise of this delegated authority engaged Mr. Ludlow, who had recently planned and supervised the construction of the sewerage system in Columbia, and who had a wide experience in that class of work, to make the survey. Mr. Ludlow made the survey, prepared the maps and plans and presented an estimate of the approximate cost of the proposed system. For this work the committee contracted to pay him the sum of \$750, which was duly paid on order of council upon the completion of the survey. It was further understood that when the system should be constructed, that in the event of the employment of Mr. Ludlow as the supervising engineer, this \$750 paid him for the survey should be deducted from the amount to be paid as commission for supervision.

In pursuance of this understanding of the matter, the commissioners of public works, thinking that the city was under no obligation to employ Mr. Ludlow to supervise the construction of the sewerage system which he had planned, if they could make a more advantageous contract with some other competent engineer, engaged Mr. C. C. Wilson as supervising engineer, he having offered to do the work for a less commission on the cost than Mr. Ludlow.

A few days after the engagement of Mr. Wilson was approved by City Council, Mr. Ludlow notified council that he had a contract to supervise the construction of the sewerage system and would insist upon the contract being carried out by City Council. As a result of this correspondence Mr. Ludlow came to the city yesterday and a special meeting of council, at which the commissioners of public works were present, was held to confer with Mr. Ludlow.

Mr. Ludlow produced the contract upon which he bases his claim. The contract was signed by the special sewerage committee above referred to, consisting of Aldermen Dick and Chandler and Dr. S. C. Baker, of the Board of Health. It was not signed, however, by the mayor and clerk. The contract, if valid, certainly sustains Mr. Ludlow's claims. He proposes to stand on the contract, and in the event of the commissioners of public works and council declining to admit its legality and binding force, he will, it is said, enter suit in the Federal courts against the city.

At the meeting Tuesday afternoon no action was taken and no decision has been arrived at, but the question raised is a serious one and it is receiving the most careful consideration. There are several points involved in the matter, any one of which permits a wide difference of opinion. It is a question as to whether or not the special committee had authority to enter into a contract. It is also a question as to whether City Council would have had authority to enter into a contract of the nature of the alleged contract with Mr. Ludlow, in view of the provisions of the act of 1902 providing for the election of commissioners of public works and enumerating the powers and duties of the same.

Disregarding the legal questions of the case and taking it in a plain matter of fact way, it cannot be denied that the complications that have arisen are to be regretted, both on account of the litigation in which the city may be drawn, and on account of the delay in the construction of the sewerage system that may result.

ANOTHER COUNCIL MEETING TO DISCUSS LUDLOW CONTRACT.

Engineer J. L. Ludlow Insists That His Contract as Designing and Construction Engineer is Legal and Binding—Council Defers Action.

A special meeting of City Council was held at 8 o'clock Thursday night for the purpose of further considering the claim of Mr. J. L. Ludlow that he holds a valid contract as "designing and construction engineer" for the sewerage system, said contract having

been executed by a committee of council, clothed with full authority to make a contract on behalf of the city. As a matter of information it is well to state, by way of parenthesis, in this connection, that the committee was appointed at the request of the Board of Health and other citizens who appeared before council and urgently requested that some action be taken preliminary to the installation of a sewerage system. The specific request of these citizens was that a survey of the city be made to ascertain definitely the conditions existing and the approximate cost of a sewerage system. The minutes of the meeting of council state in explicit terms that the committee was authorized to make a contract with an engineer to make a sewerage survey, furnish maps and furnish an estimate of the cost of the construction of the sewerage system. On this committee Aldermen D. J. Chandler and George W. Dick were appointed, and Dr. S. C. Baker, of the Board of Health, was requested to serve as the third member. This committee was appointed in the early part of 1903.

When Mayor Boyle called the meeting of council to order Thursday night he stated that the object of the call meeting was to hear the contention of Mr. J. L. Ludlow in the matter of his claim based upon a contract alleged to have been executed by a committee delegated with authority from council to select a "designing and construction engineer" in the matter of the sewerage system for Sumter.

Mr. Ludlow rose to a point of order, saying that he did not understand the purpose of the meeting to be as stated by the mayor, having fully set forth his position in the meeting of Tuesday, and he stated, also, that he thought that this meeting of council was called for the purpose of arriving at some definite disposition of the question, in view of the fact that he believed that council was ready and willing to handle the matter in a fair and honorable manner, saying that their action in awarding a recent contract to Mr. C. C. Wilson was purely in error, as a consequence of ignorance of the contract executed with him.

Then Mayor Boyle stated that all of council was not present at the meeting on Tuesday, and requested that Mr. Ludlow go over the grounds of his claim. Mr. Ludlow then said that Mr. Allen Green, of Columbia, who was his counsel, would present his claims. Mr. Green briefly outlined Mr. Ludlow's demands, quoting from the alleged contract, which reads in the main, bearing on the contention of Mr. Ludlow, that he was employed as "designing and construction engineer," that he would "assume and take responsible charge of the construction of the works as consulting engineer, to direct, control and manage the work." And that the fee of \$750 for preliminary survey was to apply in part payment, of the 10 per cent. commission of the whole cost of the construction of the system.

The following letters which passed between City Clerk Hurst and Mr. Ludlow in January of this year were read:

(Letter from Mr. Hurst to Mr. Ludlow, Jan. 16, 1907.)

"We have not yet reached the stage where we desire to talk to an engineer. Send me your address, and I will write at the proper time. No one shall be ahead of you."

(Mr. Ludlow to Mr. Hurst, Jan. 19, 1907.)

"Whenever the city is ready to go ahead I am ready to carry out my contract to look after the construction of the works and look after all matters pertaining to letting contracts which would probably consume about a month or six weeks; so if it desires to get the work under way in the early spring it would be necessary to begin making preparations very soon."

Considerable stress seemed to be laid on the fact that council was ignorant of the conditions of the contract and that if a duplicate of the contract was made its whereabouts were not known.

Mr. Ludlow then proposed that the Council hear from Dr. Baker. Dr. Baker said: Some four years or more ago this matter came up and after a Council meeting which I attended I received a letter from the Clerk of Council, under seal of the city, announcing that I had been appointed on a committee composed of D. J. Chandler, Geo. Dick and myself for the purpose of consulting engineers in the matter of the construction of a sewerage system and to obtain a survey in order that the public at large might be intelligently informed as to actual conditions existing in the matter. We were in correspondence with a number of engineers, through Mr. Reardon, and, notwithstanding the fact that others had personal friends on this committee, from the recommendations from the reference furnished by Mr. Ludlow, it appeared to the committee that Mr. Ludlow was the most competent man and the cheapest. After more correspondence Mr. Ludlow came to Sumter and in a meeting to close the deal with him the question of the authority of the committee to act arose. Whereupon Mr. Hurst was sent for, and my recollection was that the question of authority was settled and Mr. Hurst signed the contract as a witness. He further stated that he believed that the payment of the \$750 by the City Council under the contract was a ratification of the authority of the committee to act. As to the duplicate of the contract he was under the impression that it was in the hands of the city and so told representatives of other engineers.

Dr. Dick's statement coincided with Dr. Baker, differing only in minor details. He also said that he had repeatedly told Mr. Armstead, a representative of Mr. Wilson, of the existence of contract with Mr. Ludlow, which he thought was binding and he too believed that the authority to make a contract was vested in the committee by Council.

Mr. D. J. Chandler the other member of the committee is absent from the city and therefore was not present at the meeting to make a statement of his recollection of the matter. Health Officer Reardon, who conducted a part of the correspondence with Mr. Ludlow and other engineers, for the special committee, also made a statement coinciding in the main

with the statements of Drs. Baker and Dick. The question was discussed at length in open meeting in order to bring out all possible information, and council then went into executive session.

When the meeting adjourned it was stated that no decision had been reached and no action would be taken until further information was obtained. It was also stated that the meeting had adjourned subject to the call of the mayor.

VALUABLE MAIL BAG MISSING.

Four Hundred Contents are Worth Four Hundred Thousand Dollars Goes Astray Between New York and Paris.

Paris, March 20.—An American mail bag, the contents of which are valued at approximately \$400,000, has been stolen. The theft occurred either on board a steamship running between New York and Havre, or between Havre and Paris.

The postal authorities have just placed the affair in the hands of detectives, although the theft occurred a fortnight ago. A cable inquiry to the New York Office brought confirmations of the fact that the mail bag in question had been embarked at New York.

The name of the steamer by which the bag was shipped has not yet been disclosed.

BASEBALL.

Organization of a State League Now Under Way.

As a result of Mr. C. G. Gunter's trip to the Piedmont section of the State and letters addressed to men interested in baseball in Florence, Camden and Darlington, the prospects for a State league this summer appear very auspicious.

Spartanburg, Union, Greenville and Anderson have signified their intention of coming into the league, and these four cities together with the three first mentioned and Sumter will send representatives to Columbia on Tuesday next to try to perfect an organization. So much interest and enthusiasm has been manifested in the project that there is little doubt but that baseball will be in full blast by the beginning of May.

Mr. Gunter will manage the Game Cocks, and knowing his splendid work with the Camden team last year, Sumter has every right to figure on being at the lead of the percentage column when the season closes.

Sumter will certainly back up the team, and, if she does in the future as has always characterized her conduct in the past, it will take a pretty fast bunch to trim the Game Cocks' wings.

CHARLOTTE BANK FUNDS SHORT

An Assistant Cashier Accused of Taking Sixty-eight Thousand Dollars—Left Saturday Night.

Charlotte, N. C., March 20.—Frank H. Jones, assistant cashier of the Charlotte National Bank, of this city, is missing with \$68,000 of the bank's funds. News of the defalcation was given out today. Jones left the city Saturday night, stating to a bank official that he had an urgent call to Richmond. The shortage will not seriously inconvenience the bank, as it has assets of over a million dollars and the co-operation of all the city banks. Jones was a member of the First Presbyterian Church and to an extent active in church affairs. He leaves a wife and several children here. The bank has offered a reward of \$1,000 for his arrest.

LAST CENSUS COTTON REPORT.

It Shows That 13,290,677 Bales Have Been Ginned.

Washington, March 20.—The final census report on cotton for the year issued today shows that 13,290,677 bales of cotton, counting round bales as half bales, including linters, have been ginned. The number of active ginneries this year is 28,720.

The 1906 crop is compared with 10,725,602 for 1905; and 13,697,310 for 1904. The average gross weight of the bale for 1906 is 510.7 pounds, and the crop expressed in 500 pound bales, is 13,576,226. The items entering the totals for the crop of 1906 are 13,099,927 square bales; 266,795 round bales; 57,352 sea island bales; and 321,160 linters. The quantity of cotton estimated by ginneries and delinters as remaining to be ginned and included in the report of 1906 is 155,704 bales.

GEN. WINT DEAD.

He Was in Command of Army in Cuba Until Three Weeks Ago.

Philadelphia, Pa., March 21.—Brigadier General Theo. J. Wint, U. S. A., died today of heart disease. He had been on duty in Cuba commanding the United States troops until three weeks ago when he was relieved on account of ill health and ordered here for treatment.

FIRE AT GAFFNEY.

A Portion of the Star Theatre Was Burned on Monday.

Gaffney, March 19.—Just after dinner today fire was discovered in the property room at the Star Theatre, and for some time it seemed that the town would be wiped out. Fortunately the water was soon got to play on the fire, which was confined to a part of the building. The wind was very high at the time.

NEGRO IN HER ROOM.

Young Woman at Columbia Awakened by Feeling a Hand on Her Arm.

Columbia, March 23.—John Richardson, a young negro, is in jail here under the charge of attempting criminal assault. Richardson was employed in the home of a respectable family in this city, No. 699 Taylor street, and was allowed to sleep in the kitchen. During last night or about 2 o'clock this morning one of the young ladies of the family, Miss Leila Norton, was awakened by the passage of a hand over her arm and she cried out in alarm. She was sleeping with her sister and they soon had the household awake. The negro escaped through a window, the means of his entrance, as a ladder had been placed against the window. The negro was suspected, but he was found on his pallet, at least feigning sleep, if not asleep. The matter was investigated before a private hearing before Recorder Stanley this morning and the negro was sent to jail to await trial at the regular term of court on the charge of attempting criminal assault. He is from Sumter and says he is about 16 years old, but looks to be older. The affair has caused no excitement whatever, and was not known to many persons in the city today.

The negro practically confesses his intention in entering the room and the situation looks rather dark for him.

*You should be very careful of your bowels when you have a cold. Nearly all other cough syrups are constipating, especially those containing opiates. Kennedy's Laxative Cough Syrup moves the bowels—contains no opiates. Conforms to national pure food and drugs law. Bears the endorsement of mothers everywhere. Children like its pleasant taste. Sold by druggists.

NATIONAL INDEBTEDNESS.

Census Bureau Makes Public Interesting Statistics.

Washington, March 23.—The census bureau announced today that the per capita public indebtedness in the United States is \$35.50. The total indebtedness, including that of the national government, State, county, township, precincts and school district debts is \$2,729,990,120. For every \$2.85 of public indebtedness there is \$100 of national wealth. In Great Britain the ratio is \$10.50 instead of \$2.85; in France \$14.25; Italy, \$17.36 to \$100 of national wealth. The percentage of increase in wealth from 1900 to 1904 was unprecedented in this country except from 1850 to 1860.

No Case on Record.

*There is no case on record of a cough or cold resulting in pneumonia or consumption after Foley's Honey and Tar has been taken, as it will stop your cough and break up your cold quickly. Refuse any but the genuine Foley's Honey and Tar in a yellow package. Contains no opiates and is safe and sure. Sibert's Drug Store.

Auto Crank Breaks Doctor's Arm.

Bennettsville, March 22.—Dr. Kinney's arm was broken yesterday by an automobile crank which got beyond control when starting the machine.

Tetter, Salt Rheum and Eczema.

*These are diseases for which Chamberlain's Salve is especially valuable. It quickly allays the itching and smarting and soon effects a cure. Price, 25 cents. For sale by DeLorme's Pharmacy.

MORGAN DENIES STORY.

Says He Made No Effort to Have Railroad Men Visit President Roosevelt.

Liverpool, March 22.—J. Pierpont Morgan, who arrived here today, denied that any effort had been made by him to have American railway presidents visit Washington for a personal inspection of the "big stick."

*Kodol digests what you eat and quickly overcomes indigestion, which is a forerunner of dyspepsia. It is made in strict conformity to the national pure food and drugs law and is sold on a guarantee relief plan. Sold by druggists.

TWO KILLED IN EXPLOSION.

Prominent Newberry Planter and a Negro Laborer Meet Instant Death.

Prosperity, March 19.—A terrific explosion started this place about 11:45 today. Many ran out of the stores and offices to find out the cause of the noise, but nothing unusual could be seen. In about 15 minutes a 'phone message came to Mr. A. M. Lester to the effect that a boiler belonging to Mr. N. R. Lester, his brother, who lives near St. Luke's Church, about five miles from Prosperity, had exploded, and that Mr. Lester and a negro hand had been instantly killed and another negro seriously hurt. Mr. Lester was a well-to-do planter and a prominent man in his community and the church. Particulars are meagre, as there are no direct 'phone connections.

Worked Like a Charm.

*Mr. D. N. Walker, editor of that spicy journal, the Enterprise, Louisa, Va., says: "I ran a nail in my foot last week and at once applied Bucklen's Arnica Salve. No inflammation followed; the salve simply healed the wound." Heals every sore, burn and skin disease. Guaranteed at Sibert's Drug Store.

SEVEN YEARS FOR TOWNSEND.

The Negro Pension Agent Swindler Pleads Guilty and Receives Sentence.

Charleston, March 21.—George Townsend, who is regarded by pension officials as one of the shrewdest men with which the department has ever had to deal, entered a plea of guilty in the United States circuit court yesterday to the seven indictments brought against him, and was sentenced by Judge Brawley to seven years in the federal prison in Atlanta.

Do Not Crowd the Season.

*The first warm days of spring bring with them a desire to get out and enjoy the exhilarating air and sunshine. Children that have been housed up all winter are brought out and you wonder where they all came from. The heavy winter clothing is thrown aside and many shed their flannels. Then a cold wave comes and people say that grip is epidemic. Colds at this season are even more dangerous than in mid-winter, as there is much more danger of pneumonia. Take Chamberlain's Cough Remedy, however, and you will have nothing to fear. It always cures, and we have never known a cold to result in pneumonia when it was used. It is pleasant and safe to take. Children like it. For sale by DeLorme's Pharmacy.

Mr. M. M. Hamelreth, a northern visitor in Columbia was assaulted and robbed of \$37, his shoes and coat on Green street, that city, Tuesday night.

How to Remain Young.

*To continue young in health and strength, do as Mrs. N. F. Rowan, McDonough, Ga., did. She says: "Three bottles of Electric Bitters cured me of chronic liver and stomach trouble, complicated with such an unhealthy condition of the blood that my skin turned red as flannel. I am now practically 20 years younger than before I took Electric Bitters. I can now do all my work with ease and assist in my husband's store." Guaranteed at Sibert's Drug Store.

PURE LIQUORS.

If you want pure LIQUORS why not order from

J. D. MILLS, Wadesboro, N. C.

The following are a few brands from my large and carefully selected stock:

- Old Harvest Corn Whiskey - \$3 00 per gallon
- W. W. Cooper's Laurel Valley Corn Whiskey - 2 50 per gallon
- Old Dixie Corn Whiskey - 2 00 per gallon
- 100 proof, Pride of N. C. Corn Whiskey - 2 00 per gallon
- 100 Mills Lilly White Corn Whiskey - 2 00 per gallon
- New North Carolina Corn Whiskey, 1 25 1 40 and 1 50 per gallon
- 90 proof, Pride of Davie Corn Whiskey - 1 50 per gallon
- Rose Valley Rye Whiskey, (5 years old) - 3 50 per gallon
- J. W. Harper's Rye Whiskey (5 years old) - 4 00 per gallon
- Jefferson Club Rye Whiskey - 4 00 per gallon
- Pimlico Club Rye Whiskey - 4 00 per gallon
- Old Henry Rye Whiskey - 3 00 per gallon
- Rock Bridge Rye Whiskey - 1 50 per gallon
- Apple and Peach Brandy (3 years old) - 2 50 per gallon
- Apple and Peach Brandy (5 years old) - 3 50 per gallon
- Holland and other gins from \$1.50 to 3 50 per gallon

Also a large stock of fine case goods, Wines and Export Beers. Express charges from Wadesboro to Sumter are less than from Georgia points or any other North Carolina point.

The above goods are guaranteed under the National Pure Food and Drug Act of June 30, 1906.

J. D. MILLS, Wadesboro, N. C.

GEO. P. MCKAGEN, Traveling Representative,

SUMTER, S. C.

Feb 25—tf

Attention, Farmers

We make a specialty of insuring COTTON GINS, (system and old style,) COTTON at gins and COTTON ON PLANTATIONS. See us for rates, before insuring.

The Sumter Insurance Agency, Agents,

No. 10 N. Main Street, Sumter, S. C. 9-5-12-38

When Buying a Fence

The weight per rod and size of wire must be taken into consideration; also the CONSTRUCTION of the FENCE.

Heavy wires and the best galvanizing are always used on the AMERICAN, and the quantity already in service on farms is good evidence of its merit.

The HINGE JOINT on the American allows for CONTRACTION and EXPANSION, to withstand sudden and severe pressure from contact with animals, without bendings stays, the fence springing back to place the instant pressure is removed.

The most secure, lasting fence is the AMERICAN. Sold by

CAROLINA HARDWARE CO.

ROOSEVELT TO SPEAK.

The Address at the Opening of James-town Exposition Will Be Important.

Washington, March 20.—April 26 President Roosevelt will make a speech at the opening of the James-town Exposition. It is his present plan to make a few remarks pertinent to the railroad situation saying either new things or old things in a new way. It is pretty certain that Wall stree will again become "jumpy."

The railroad investigation is over, but still none of them know why a car window will never go up nor a shade down.—Baltimore Sun.

FOR SALE—At Hagood, S. C., 100 acres of land that brings over a bale of cotton to the acre. Address, Miss Emmie Saunders, Hagood, S. C. 10-17-tf

FOR SALE.

A LARGE QUANTITY OF DRAWN SHINGLES AND BRICK, DELIVERED AT DALZELL, S. C.

FOR PRICES, ADDRESS OR APPLY TO DALZELL MERCANTILE CO., 1-23-tf Dalzell, S. C.



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