

THE SEWERAGE TANGLE.

The Sewerage Commission is Split on Question of Contract With Engineer Lyons—Points of Difference Aired Before City Council.

The sewerage question seems to be one that is loaded with difficulties, misunderstandings, contentions and unfortunate contracts. Those whose memories run so far, will recall the long drawn out and at times acrimonious discussion that attended the initial effort to have made a sewerage survey of the city for the purpose of arriving at the approximate cost of a system of sewerage. This contention was finally settled for the time by the employment of Mr. J. L. Ludlow, who made a survey of the city some four or five years ago, and made maps and prepared plans for a complete system of sewerage for the city. His estimate of the cost of the proposed system was, if the writer's memory is not at fault, \$56,000 for about 12 miles of sewerage. For this work Mr. Ludlow was paid \$750, which sum it was agreed should be deducted from his commission in the event that he should be employed to supervise the construction of the system. This ended the sewerage matter for the time.

The complications that arose over the employment of Mr. C. C. Wilson as sewerage engineer, and Mr. Ludlow's contention that he had a contract with the city when the sewerage question was revived a few months ago are of too recent occurrence and are too fresh in the public mind to necessitate review.

When this trouble was adjusted and everything started afresh with the new sewerage commission, composed of three members of City Council and four citizens, it was hoped that there would be plain sailing and that Sumter would soon be provided with an up-to-date sewerage system. Developments, however, show that trouble dogs the footsteps of the present sewerage commission, as it had those who had previously been charged with the management of the undertaking. When the sewerage commission organized the first step was to select an engineer. Applications were received from a large number of sewerage engineers—fifteen or more. They submitted various propositions for planning and superintending the construction of the sewerage system, ranging from 5 per cent. to 10 per cent on the cost of the system.

The various propositions were considered and that of Mr. W. W. Lyons, being the lowest, viz 5 per cent., and it appearing to be the most advantageous to the city, was accepted and he was elected sewerage engineer, contingent upon his submission of acceptable plans. This action was taken by the unanimous vote of the commission, after satisfying themselves by thorough investigation of Mr. Lyons' record as an engineer and the inspection of sewerage work done under his supervision. Up to this point everything had been smooth sailing.

No difference of opinion arose until time to draw the contract between the commission and Mr. Lyons. There were several points upon which there was a difference of opinion, the chief of which was the condition that Mr. Lyons made that the sewerage system be completed within seven months, and that in the event of a longer time being required to complete it that he should receive \$200 per month after the expiration of the seven months, in addition to the 5 per cent. commission on the total cost of the system. The whole matter was discussed at great length. Mr. Lyons being present, and it was finally decided to appoint a committee to draw a contract to be submitted to the full commission for approval. On this committee Messrs. H. C. Haynsworth and Perry Moses, Jr., were appointed and Clerk C. M. Hurst was directed to assist the committee in the preparation of the contract. A form of contract was prepared by Mr. Hurst and submitted to Messrs. Haynsworth and Moses. Mr. Moses objected to the incorporation in the contract of the seven months time limit and the \$200 a month additional compensation after seven months to Engineer Lyons, on the ground that he had offered to plan and supervise the construction of the system for a flat commission of 5 per cent., and that upon this understanding he had been selected in preference to others. When the contract was submitted to the full commission it met with the approval of five members. Mr. J. P. Booth alone taking the same view of the matter as Mr. Moses. Messrs. Moses and Booth declined to sign the contract and have continued to refuse to yield to the majority. Things have continued in this shape for some time and in consequence various reports have been current, although no official statement of the status of sewerage affairs has been made. At the last meeting of City Council Alderman R. F. Haynsworth, as chairman of the sewerage commission, made a report "in detail" of the actions of the sewerage commission, and a motion was made and adopted expressing the approval of council of the work of the sewerage commission. As a result of this, or rather in consequence, Messrs. Moses and Booth requested an opportunity to be heard by council so that they might state their side of the controversy and give the reasons the minority of the commission have for declining to sign the contract with Engineer Lyons, which has been approved by five out of the seven members of the commission.

At the special meeting of council held Tuesday afternoon Messrs. Moses and Booth were present and stated their position at length. Alderman R. F. Haynsworth and Barnett and Mr. G. L. Ricker, also members of the commission, discussed the contract complication also. The statements and arguments of the several gentlemen were quite lengthy, and it is impossible to reproduce what they said in full, hence the salient points are merely summarized in a general way above. Council took no action on the matter and there was no discussion of the question by the members of council, the position being taken that the whole sewerage question is in the hands of the commission.

THE CONTRACT AWARDED.

New School House Will Be Built By McKenzie, DeLeon Construction Company.

The City Board of Education met at 1 o'clock yesterday.

Present — Commissioners Neill O'Donnell, Chairman; J. A. Mood, E. C. Haynsworth, W. B. Boyle and Marion Moise, Superintendent S. H. Edmunds and Architect A. W. Todd.

Minutes of May 24th, June 17th, July 2nd and 8th were read and confirmed.

An offer was received from W. K. Todd & Co. to buy the \$30,000 school bonds, 20 years 5 per cent semi-annual interest at par. This being the only offer, the board directed the secretary to telegraph acceptance of it to Todd & Co., on motion of Messrs. Mood and Boyle.

The annual report of the Secretary and Treasurer was presented and approved on statement of Commissioner Haynsworth and Supt. Edmunds that it had been examined and found correct.

The following bids for erection of new high school building was received:

Bernard M. Thomson, Charleston, S. C., a commission of 9 1/2 per cent. of estimated cost; J. F. Ong, Columbia, S. C., for \$25,963; McKenzie, DeLeon Construction Co., Atlanta, Ga., \$25,235. The McKenzie-DeLeon offer was accepted. The bid being so much in excess of the building fund of \$20,000 that Mr. Todd, architect, and Mr. DeLeon were requested to go over the specifications and if possible make alterations that will reduce the cost to \$20,000, provided that can be done without sacrificing any necessary feature. The board then adjourned to meet at 4 o'clock p. m.

On reassembling at 4 o'clock with all members present, the board was informed by Messrs. Todd and DeLeon that the cost of construction of the building could be reduced \$1,640 by the following changes: 1. Instead of marble, have granite steps and coping and limestone window sills. 2. Instead of exterior stucco, use selected common brick, either Camden, Columbia, Darlington or equal. 4. Reduce concrete footings under basement 9 inch walls to 12 inches. 5. Reduce concrete basement floor to 3 inch x 3-4 inch finish and use cinders for base. These changes were adopted and the contract closed with Mr. DeLeon at \$23,595. The amount remaining so much greater than the available funds, the board considered reduction of the size of the building, but came to the conclusion that it would be unwise to depreciate the symmetry and utility of the structure by any further alterations. After careful discussion the board determined to lay the matter before the City Council, and request them to relieve the situation by paying for the building lot. Mayor Boyle directed that the council be called to meet at 6 o'clock p. m. to hear the board in this matter.

At 6 o'clock p. m. the board waited upon the City Council and explaining the dilemma of the board—asked for an appropriation of \$5,000 to be paid out of city taxes next fall. The sum asked was granted by unanimous vote of the council. The board retired to the city clerk's office, adopted a resolution authorizing the chairman and secretary to sign the contract with the McKenzie DeLeon Co. for \$23,595; ordered that the \$30,000 bonds be printed, and adjourned to meet at 7 a. m. July 17th on the lot where the building is to be erected. July 17th 1907, the full board met on the Calhoun street school lot and marked location of the building. They authorized the sale of the old residence standing on the grounds. They directed that the chairman and secretary sign contract with the McKenzie, DeLeon Construction Co., ordered payment of commissions due Architect A. W. Todd to date and adjourned.

Superintendent Edmunds served as secretary of this morning's meeting.

Beware of Ointments for Catarrh That contain mercury, as mercury will surely destroy the sense of smell and completely derange the whole system when entering it through the mucous surfaces. Such articles should never be used except on prescriptions from reputable physicians, as the damage they will do is ten-fold the good you can possibly derive from them. Halls Catarrh Cure, manufactured by F. J. Cheney & Co., Toledo, O., contains no mercury and is taken internally, acting directly upon the blood and mucous surfaces of the system. In buying Hall's Catarrh Cure be sure you get the genuine. It is taken internally and made in Toledo, Ohio, by F. J. Cheney & Co. Testimonials free. Sold by druggists. Price 75c per bottle. Take Hall's Family Pills for constipation. No 4

Mrs. Addie Canfield, of Greenwood, was struck by lightning Friday afternoon and seriously injured while out driving. The horse was killed.

Stimulation without Irritation. That is the watchword. That is what Orino Laxative Fruit Syrup does. Cleanses and stimulates the bowels without irritation in any form. Shert's Drug Store.

SEWERAGE AFFAIRS.

Commission Held a Meeting Wednesday—Order for Pipe Placed—Mr. Chandler Resigns.

The sewerage question is still the absorbing subject of discussion amongst all interested public-spirited citizens who are anxious for work on the system to begin at the earliest possible date. Owing to the difference of opinion that has arisen in the sewerage commission respecting the terms of the contract to be made with the supervising engineer, much interest has been manifested in the exact form of the proposed contract, and, as a matter of information, a copy of the contract has been obtained from the commission for publication. The contract will be published tomorrow.

The sewerage commission met on Wednesday afternoon, but the only matter of importance that came up was the execution of a contract for the purchase of sewer pipe. The contract was awarded to Stevens Sons Co., of Macon, Ga., on terms that will enable the city to pay for it as suits the convenience of the city, viz. in three equal installments, in one, two and three years.

The status of the contract with Engineer Lyons remains unchanged.

Mr. D. J. Chandler handed in his resignation as a member of the commission, to take effect at a future date. Mr. Chandler's reason for resigning is that he expects to be absent from the city for a large portion of the next year, during which time the sewerage work will be in progress.

THE SEWERAGE CONTRACT.

Text of the Agreement Proposed to Be Entered Into By the Sewerage Commission and Engineer W. W. Lyon.

The following is the text of the proposed contract between the Sewerage Commission and Supervising Engineer W. W. Lyon, over which a difference of opinion has arisen in the commission:

State of South Carolina—County of Sumter.

This indenture made and entered into by and between the Sewerage Commission of the city of Sumter, a municipal corporation under the laws of South Carolina; parties of the first part; and William W. Lyon of Palatka, Fla., party of the second part, witnesseth:

1st. That the party of the second part hereby agrees to make survey, prepare plat, furnish plans, detailed drawings, working plans of disposal works, septic tanks, filter beds, flush-tanks, man holes and lamp holes, and profile of all streets, showing grade of pipe, size of pipe, with velocity and discharge in gallons per twenty-four hours; also showing cuttings in all trenches (number of feet deep for every hundred feet) and has agreed and obligated himself to furnish and supply all other drawings, plans and blue prints, and to perform all services necessary to complete the sewerage system of the city of Sumter; also specifications and estimates of the cost of the same, said plans being in accordance with the best engineering practice for work of such character.

2d. The parties of the first part hereby agree to pay to the party of the second part, two and one-half per cent. of the contract price of the sewerage system aforesaid; the same to be due and payable when the said plans, specifications, estimates, etc., have been completed and accepted and contract for the said sewerage system has been let; or when work thereon is ready to be started by the parties of the first part, should they construct the said system themselves and not let it out on contract. In which latter case the said two and one-half per cent. commissions shall be upon the estimated cost. But should the estimated cost prove to be more than the actual cost, the party of the second part shall refund to the parties of the first part all commissions which may have been paid to him over and above two and one-half per cent. of actual cost; and should the estimated cost prove to be less than the actual cost the parties of the first part shall pay to the party of the second part a sum which shall make his commissions two and one-half per cent. of the actual cost of the said sewerage system. The said system to extend only so far as the present water system of the said city extends, or to such points as the party of the first part may direct in addition thereto.

3d. The parties of the first part hereby contract with and engage the party of the second part to supervise and superintend the construction of the said sewerage system for the city of Sumter, according to plans and specifications to be prepared and adopted as aforesaid; or as the same may be modified and changed.

4th. Therefore, it is agreed by and between the parties hereto, that the party of the second part shall supervise the engineering during the construction of the said sewerage system—shall lay out all lines, furnish proper grades, diagrams and blue prints and shall carefully inspect the work during the construction thereof, so that in all particulars, it shall be in accordance with the plans and specifications hereinbefore recited, until the said sewerage system shall be completed in accordance therewith; and should the parties of the first part construct the said sewerage system themselves, and not let it to contractors—then and in that event, the party of the second part agrees to give all information, instructions and directions to such foremen or other persons in charge of the work as may be necessary for expeditious and correct construction of the said sewerage system—according to the plans

and specifications thereof. And for such services, the party of the first part shall pay to the party of the second part, two and one-half per cent. of the total cost of the said sewerage system, the said percentage to be paid monthly during the progress of the work, upon estimates made by the said party of the second part.

In the event that the said sewerage system shall not be completed within seven months from the day on which the work of construction shall actually begin, provided that within the said period the work done shall not exceed fifty thousand (\$50,000) dollars, then the parties of the first part shall pay to the party of the second part, the sum of two hundred dollars per month, for each month thereafter that he shall be engaged in the supervision and direction thereof, unless the commission of two and one-half per cent on the actual cost shall exceed the sum of two hundred dollars per month, it being agreed that if the construction shall extend beyond the period of seven months, the cost of supervision shall not exceed two hundred dollars per month for the whole period of supervision.

5th. The parties of the first part shall be at liberty to discontinue the supervision of the party of the second part at any time, and the party of the second part agrees that he will do and perform the said services and will protect the parties of the first part as their agent and supervisor in construction of the said sewerage system and will see that the same is constructed according to plans and specifications—and of the materials set forth therein, to the best of his judgment, skill and ability.

In testimony whereof the said parties have hereunto set their hands and affixed their seals, in duplicate, at Sumter, in said State and county this 17th day of June, 1907.

Long Live the King!

*Is the popular cry throughout European countries; while in America, the cry of the present day is "Long Live Dr. King's New Discovery, king of throat and lung remedies!" of which Mrs. Julia Ryder Paine, Turo, Mass., says: "It never fails to give immediate relief and to quickly cure a cough or cold." Mrs. Paine's opinion is shared by a majority of the inhabitants of this country. New Discovery cures weak lungs and sore throats after all other remedies have failed; and for coughs and colds it's the proven remedy. Guaranteed by Sibert's Drug Store. 50c and \$1. Trial bottle free.

Judge Dantzler refused on Friday at Columbia to grant bail to William S. Green, former coroner of Richland.

*During the summer kidney irregularities are often caused by excessive drinking or being overheated. Attend to the kidneys at once by using Foley's Kidney Cure. Sibert's Drug Store.

Price Moultrie, a negro, was killed by lightning at Hamburg while working on the Southern road.

ALL WRONG.

The Mistake is Made by Many Sumter Citizens.

Don't mistake the cause of backache. To be cured you must know the cause. It is wrong to imagine relief is cure. Backache is kidney ache. You must cure the kidneys.

T. H. Bobo, employed at the cotton mill Orangeburg, says: "Doan's Kidney Pills did me more good than any other remedy I ever used."

"My wife also used them for backache with the same good results as I obtained. I don't know whether her back was worse than mine or not, but both of us had been ailing for some two or three years, and at night we tried rubbing on liniments, coal oil, turpentine, etc., but the old pain came back again and nothing we could do seemed to help us until I got Doan's Kidney Pills. Since using the pills we are like different people for the backache disappeared. Doan's Kidney Pills are a wonderful remedy, and are worth every cent they cost."

Plenty more proof like this from Sumter people. Call at A. J. China's drug store and ask what customers report.

For sale by all dealers. Price 50 cents. Foster-Milburn Co., Buffalo, N. Y., sole agents for the United States. Remember the name—Doan's—and take no other.

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BARGAIN FOR PRINTERS We have one 8 Point Simplex Typesetting Machine and about 450 pounds of type that will be sold cheap for cash or on time to responsible person. In good order, but discarded to make room for Linotype. Also one 6x9 Job Press, in good order and now in daily use, but to be displaced by a larger press. Also one 2 h. p. Gasoline Engine. Osteen Publishing Co.

*Thousands of people are suffering with kidney and bladder troubles—dangerous ailments that should be checked promptly. DeWitt's Kidney and Bladder Pills are the best remedy for backache, weak kidneys, inflammation of the bladder. Their action is prompt and sure. A week's treatment for 25c. Sold by all druggists.

*Nearly all old-fashioned cough syrups are constipating, especially those that contain opiates. They don't act just right. Kennedy's Laxative Cough Syrup contains no opiates. It drives the cold out of the system by gently moving the bowels. Contains honey and tar, and tastes nearly as good as maple syrup. Children like it. Sold by all druggists.

Well Armed is he

who has the foresight to carry a bank book in his pocket instead of cash. He is protected against thievery by others and from error by himself. It is easy to secure this protection. We will open an account with you, even if your cash resources are not large. The way to make them large is to be careful in your spending. And the necessity of drawing a check cannot help but make you careful.

THE BANK OF SUMTER,

Richard I. Manning, President. W. F. Rhame, Cashier.

THE SHIELD OF QUALITY FIRST AND LAST \$HIELD BRAND SHOES\$ Mean \$\$ made to all who buy or wear them. In style, ease and durability, "Shield Brand Shoes" toe the mark of perfection. SOLD BY RELIABLE MERCHANTS ONLY M. C. KISER CO., Manufacturers. ATLANTA, GA.

SKINNER IRON WORKS For Everything in the MACHINERY LINE. PLUMBING, STEAM-FITTING AND ALL KINDS OF MILL AND ENGINE REPAIRING AND MILL SUPPLIES. FOUNDRY WORK A SPECIALTY. —CASTINGS ALL SIZES AND PATTERNS.— Manufacturer of the Famous SKINNER Portable Steel Cages for Chain Gangs. Edgar Skinner. PHONE 141. SUMTER, S. C.

Atlantic Coast Line. Time Table No 3—Effective May 27, 1907. Schedules of trains arriving and leaving Sumter [subject to change without notice.] Train * 31—Passenger—Florence to Augusta, leaves Sumter 5:11 a.m. Train * 32—Passenger—Augusta to Florence, leaves Sumter 7:30 a.m. Train * 33—Mixed—Sumter to Darlington, leaves Sumter 8:15 a.m. Train * 34—Mixed—Darlington to Sumter, arrives Sumter 9:25 a.m. Train * 35—Passenger—Charleston to Greenville, leaves Sumter 9:31 a.m. Train * 36—Passenger—Greenville to Charleston, leaves Sumter 9:35 a.m. Train * 37—Passenger—Sumter to Camden, leaves Sumter 9:45 a.m. Train * 38—Passenger—Camden to Sumter, arrives Sumter 10:00 a.m. Train * 39—Passenger—Fayetteville to Columbia, leaves Sumter 10:50 a.m. Train * 40—Passenger—Columbia to Sumter, arrives Sumter 5:50 p.m. Train * 41—Passenger—Columbia to Fayetteville, leaves Sumter 6:10 p.m. Train * 42—Passenger—Greenville to Charleston, leaves Sumter 6:41 p.m. Train * 43—Passenger—Augusta to Sumter, arrives Sumter 6:51 p.m. Train * 44—Passenger—Sumter to Orangeburg, leaves Sumter 6:50 p.m. Train * 45—Mixed—Orangeburg to Sumter, arrives Sumter 7:40 p.m. Train * 46—Mixed—Darlington to Columbia, leaves Sumter 9:44 p.m. Train * 47—Passenger—Camden to Sumter, arrives Sumter 9:00 a.m. Train * 48—Mixed—Camden leaves Sumter 9:35 a.m. Train * 49—Mixed—Wilson Mill to Sumter, arrives Sumter 12:30 p.m. Train * 50—Mixed—Sumter to Wilson's Mill, leaves Sumter 3:30 p.m. Train * 51—Mixed—Camden to Sumter, arrives Sumter 5:45 p.m. Train * 52—Passenger—Sumter to Camden, leaves Sumter 6:30 p.m. Note—All trains marked * daily. Others daily except Sunday. Note—No. 32, Augusta to Florence, is through train; Sumter to Florence and will not stop at local stations. J. T. CHINA, Ticket Agent A. C. L.

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