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BOARD OF HEALTH MEETS.

CONSIDERED LETTER FROM CITY COUNCIL AS TO HEALTH OFFICER.

Diligence Requested in Maintaining Sanitary Regulations—Investigation of Tuberculosis and Spitting on Side Walks—Unused Wells Must be Filled.

From The Daily Item, July 17.

A special meeting of the City Board of Health was held at 6 o'clock yesterday afternoon at City Council chamber. Present: Dr. E. S. Booth, president; Dr. F. K. Holman, Mr. R. K. Wilder, Mr. Isaac Schwartz. Absent: Dr. E. R. Wilson, President Booth stated that he had called this meeting for the purpose of placing before the board for its consideration and disposal a letter of importance from the City Council in reference to the Health Officer, with statements therein intimating that he had been more or less neglecting his duty. He then had the Secretary to read the following letter:

"Dr. E. S. Booth, Chairman Board of Health:

Dear Sir:—At Council meeting last night the Chairman of the Police and Sanitary Committee made inquiry concerning the Health Officer and his absence from duty and non-performance thereof. He declared that the city needs the continuous active service of an officer in the enforcement of the sanitary laws of the city. There was some discussion of the matter which resulted in the adoption of a resolution asking your board to secure an officer who will be diligent and faithful to duty, and who will devote his entire time to his office and not engage in any other work.

Very respectfully,

C. M. EURST, Clerk."

In reply to this communication the following letter was sent to Mr. Hunter as Clerk of Council to be submitted to Council at its next meeting: Sumter, S. C., July 16, 1909. Mr. C. M. Eurst, Clerk:

Dear Sir:—Replying to yours of the 14th we would respectfully state for the information of the City Council that the Health Officer of the City of Sumter was absent from his duty, taking his ten day vacation and ten day sick leave of absence by the consent of the Board of Health, and during his absence the President of the Board of Health requested the detail of a Police Officer, and by the consent of the Chairman of the Police and Sanitary Committee of the City Council, Officers J. K. Bradford and Henry G. McKagen were detailed as health officers and very efficiently performed the duty of health officer during the absence of the regular Health Officer. As to that part of your communication in reference to the Resolution asking the Board of Health to secure a Health Officer who will be diligent and faithful to duty, this board feels that ordinarily it has a very efficient and particularly intelligent Health Officer, and immediately on its arriving at the conclusion that the board is not getting a reasonable service from the present Health Officer it will certainly consider the securing of another.

Yours very truly,
By E. S. BOOTH,
President Board of Health.

The Health Officer was admonished to be particularly diligent in the maintaining of sanitary regulations as much as possible during the present extremely warm weather, and to carefully inspect all meats, fish and other food, and to notify all meat markets, butchers and dealers in fish to be careful of the quality of meat and fish which they offer during the warm weather and to notify the dealers in fresh meats to be careful in bringing into the city all fresh meats, having the same wrapped in clean and sanitary covering, and brought in vehicles which are likewise clean and sanitary; that all meats during transportation from slaughter pens and shipping points must be protected with such wrapping from flies and dust, and unless these requirements are complied with the board will forbid the sale of said meats in Sumter. The Health Officer was instructed to make an inspection of all slaughter pens outside of the city which supply the city with fresh meats and to investigate the sanitary condition surrounding same with a view to protecting the public health, and to instruct the owners of the said slaughter houses to keep the same in sanitary condition, and failure to comply with his orders and instructions would result in the prohibiting of meats from such slaughter pens entering the city.

The secretary was instructed to write City Council asking what action

SLUMP IN COTTON.

MORE THAN TWO DOLLARS A BALE DECLINE.

Dr. Hunter's Report on the Boll Weevil Causes Drop in Prices—Whole New Crop Affected.

New York, July 16.—One of the most remarkable breaks in the history of the New York cotton market occurred today as a result of a special report on the boll weevil situation by the government entomologist Dr. Hunter. At the end of the decline, cotton for new crop delivery was selling at \$2 a bale less than the closing price of Thursday.

The break was marked by panicky liquidation, and excitement seldom equaled except in times of complete demoralization. Within half an hour prices declined fully 35 points and while the market recovered a few points of the loss the close was barely steady, the general nervousness of the traders suggesting a thoroughly unsettled state of sentiment.

The decline today was the culmination of a gradually increasing lack of confidence in the stability of prices, which nearly reached the 13c level earlier in the week, when the low July condition report was received, showing a continuation of hot dry weather in Texas, where the crop was supposed to be rapidly deteriorating. English interests were disappointed that crop disaster predictions did not create enormous demand for contracts to insure future supplies. The selling movement which started around 12.37 for December early in the week continued in increasing volume until at the opening this morning December was selling at 12.15.

Upon the publication of the boll weevil statement, indicating that the pest was less threatening this year than last, liquidation reached record-breaking proportions and the decline was not checked until December contracts had sold at 11.92—47 points below the closing figures of the previous night, and 95 points (\$4.75 per bale) below the high record of last Tuesday.

There was a slight recovery later, with December closing 12.05 bid, a net loss of 34 points for the day.

Rumors of rains in Texas were denied tonight and bulls pointed out that the conditions which have restricted the ravages of the boll weevil have also been very unfavorable to the plant in the Southwest. But it is believed that a strong bear clique has been formed under the leadership of Theodore H. Price and that this clique exerted a strong influence on the day's market and will probably remain a factor in the immediate situation.

Drought Kills Weevils.

Dallas, Texas, July 16.—Prof. W. D. Hunter, the government boll weevil expert, made public today a statement, saying the present status of the weevil is not so bad as at the same time last year. Dry weather is destroying 50 per cent. of the weevils.

The divorce courts prove that even on the sea of matrimony there is the fool who rocks the boat.

The man with a chronic thirst resembles a sponge, except that a sponge isn't always dry.

Don't place too much confidence in appearances. The fellow who is up with the lark may have kept the lark up all night.

had been taken regarding the passing of an ordinance requiring physicians to report all cases of tuberculosis, and forbidding families wherein are such cases from moving from one house to another without the written permission from the Board of Health, thus enabling the Health Officer to keep in touch with such patients that he might better control them and disinfect buildings occupied by them: Also about the ordinance against expectorating on side walks. It was decided that a record of the sanitary condition of the city be kept by the Health Officer, who will also use this record of inspection and other work as a report to the board for their information and the Health Officer be provided with printed notices to inform owners and renters of any nuisances found at any house when there is no one at home.

A resolution was passed requiring all unused wells to be filled in or closely covered with twelve inches of earth in accordance with an ordinance to that effect.

E. I. REARDON,
Secretary Board of Health and Health Officer.

"NO FUTURE CONTRACTS."

THAT IS THE DECISION OF JUDGE BRAWLEY.

"A Gambling Contract Disguised Under the Form of Legitimate Business is None the Less Obnoxious," Says the Court in Reversing Referee's Holding in a Greenville Case.

Charleston, July 17.—In an opinion filed in the United States District Court yesterday, Judge William H. Brawley refused to allow a claim for "future" contracts for cotton on the ground that the contracts were and are intended to be speculative for deferred delivery of spot cotton. "A gambling contract disguised under the form of legitimate business is none the less obnoxious," says Judge Brawley.

The question came before Judge Brawley in the matter of Aetna Cotton Mills bankrupt, ex parte Knight, Yancey & Co. A claim was made against the mills for about \$12,000 on cotton contracts, and being first referred to Referee Julius H. Heyward, the referee allowed the claim and a petition was made to Judge Brawley to review the order of the referee. The case was argued before Judge Brawley, who after consideration, reversed the referee and disallowed the claim.

Following is Judge Brawley's opinion in part:

"This is a petition to review the order of the referee, allowing a claim of Knight, Yancey & Co. The claim is for a balance alleged to be due upon an account for losses sustained upon certain contracts for the future delivery of cotton. There are four contracts for the sale of 250 bales each, dated June 2, 1905, and in form are for the sale of 250 bales of cotton deliverable at Union, S. C., the first being for delivery in October, the others for delivery in November, December and January respectively, the price being fixed at 30 points on January delivery in New York, the price to be called at buyer's option on any day prior to September 25, 1905, the seller has the option to fix the price within five days thereafter.

"Upon the face of the contracts, it is apparent that provision is made for a speculation in cotton. By the terms of paragraph 3, the buyer has the option on any day prior to September 25, to put the cotton to the seller at 23 3-4 points on January delivery in New York and by paragraph 6 the 'put the call' to be repeated one or more times at buyers' option, prior to September 25, and by paragraph 7 cash settlements to be made on each 'put' based on an average weight of 500 pounds per bale. On these puts and calls, it is not pretended that actual cotton was to be delivered or reserved, and what was actually done was what presumably was intended to be done at the time the contracts were made, and what in terms they permitted to be done. That is to say Sartor, as president of the cotton mills, exercised his option to put this cotton as provided in the contract within less than a month after the contracts were executed, and as the result of that operation nearly \$12,000 was lost by the Aetna Company, settled in part by payments in cash and in part by notes given in July, 1905, which have since been paid and what Sartor contends was intended to be a settlement in full of the contracts.

"I am of the opinion that the preponderance of the testimony is that these contracts were and were intended to be speculative for deferred delivery of spot cotton. The fact that the parties had actually settled differences arising out of the 'put' transaction, and that the cotton to be delivered was not actually delivered, tends to show that at the inception of the contract the parties intended to settle the differences and not deal in actual cotton. A gambling contract disguised under the form of legitimate business is none the less obnoxious.

"It does not seem that any of the cases referred to by the referee are controlling here. They are based upon contracts which differ essentially from those now under consideration and the facts are different.

"I am of the opinion that the referee was in error in allowing the claim, and his order is set aside and the claim disallowed."

Some people couldn't make both ends meet in an abattoir.

A pretty woman doesn't always wear well. In fact, beauty very often rubs off.

The man who is satisfied to rest on his laurels is generally afflicted with insomnia.

Taft and the Tariff.

PRESIDENT COMMITTED TO DOWNWARD REVISION.

Plain Talk to Protesting Republicans—Tariff Must Come Down—Threatened to Veto—Taft Stands with the Chicago Platform.

Washington, July 16.—All doubt as to where President Taft stands with regard to the downward revision of the tariff was swept away today, when a statement was given out at the White House setting forth in detail what the president had to say to the twenty-three Republican members of congress who called to protest against putting raw material on the free list.

The president declares that the Republican party is committed to a downward revision; that he has never had any other idea of the Chicago platform, and that he, personally, has promised a downward revision to the people.

This statement is interpreted in some quarters here tonight as a direct notification to the conferees on the tariff bill that, if the measure they finally agree upon does not constitute a material reduction in specific duties, the president will veto it.

The story of the conference is outlined in the White House statement, in the third person, which follows:

Mr. Young, of Michigan, opposed free ore, Mr. Mondell opposed free coal and reciprocity with Canada and free hides, each on the ground that the policy would injure the interests of his State, and a discussion was participated in by other representatives, who urged that the doctrine of free raw material was not a Republican doctrine.

The president replied that he was not committed to the principle of free raw material, but that he was committed to the principle of a downward revision of the tariff, which he had promised, and that he was obliged to look at the matter, not from the standpoint of any particular district, but from the standpoint of responsibility for the entire Republican party. He said the question in each case was a question of fact, to be determined by evidence as to whether the present duty was needed for protection or whether the rate was excessive, so that a downward revision or putting the article on the free list would not injure the industry.

"He repeated the platform of the Republican party and said he had always understood that it meant a downward revision in many instances, though perhaps in some few instances an increase might be needed; that he reached this construction of the platform on what he understood to be the principle of protection and its justification, namely, that after an industry was protected by a duty equal to the difference between the cost of production abroad and the cost of production in this country, including a fair profit to the manufacturer, the energy and enterprise of American business men and capitalists, the effectiveness of American labor and the ingenuity of American inventors, under the impulse of competition behind the tariff wall, would reduce the cost of production, and that, with the reduction and cost of production, the tariff rate would become unnecessarily high and ought to be reduced. This was the normal operation of the tariff as claimed by the defenders of the protective system—not in every case, but as a general rule that of course a revision of the tariff could not be perfect, must have defects and inconsistencies; but, in so far as his influence went, when called upon to act in connection with legislation, it would be thrown in the direction of performing the promises of the party as he understood them, and that if iron ore and oil and coal and hides did not need protection, and the conditions were such as to enable the ore producers and the oil producers and the coal producers and producers of hides to compete successfully without reduction of wages, with the producers abroad, then they did not need a duty, and their articles should go on the free list. It was a question of fact which he hoped to make up his mind with respect to, on such evidence as was available to him in order to carry out what he understood to be the promises of the party to the whole people.

"He said he felt that his position as the titular head of the Republican party and as president, with the whole people as his constituency, gave him a somewhat broader point of view than that of a single member of congress in respect to articles produced in his district. He felt strongly the call of the country for a downward revision within the limitations of the protective principle, and he

FREIGHT RATES.

COLUMBIA IS HURT AS SHOWN BY MR. PARKER.

Why Is This Discrimination?—The Mills in Greenville Get Coal So Much Cheaper Than Do the Columbia Enterprises.

Columbia, July 16.—The newly appointed freight committee of the Chamber of Commerce held its initial meeting yesterday afternoon at 5 o'clock. Present were all the members of the committee, and also Mr. Lewis W. Parker, president of the cotton mills corporation.

Mr. Parker was the first person outside of the committee's personnel to lay facts before the committee looking towards relief from what appears to be railway discrimination against Columbia shippers with special reference to coal.

Mr. Parker told of conferences he has held with the railroad people over the facts that Columbia is badly discriminated against in the matter of rates. For example, he said that Greenville obtains its coal at a rate of 55 cents less a ton than does Columbia, and this discrimination he claimed to be without any adequate reason.

As the city of Columbia ships in and uses some 80,000 tons of coal annually, this is a considerable item; and as the mills managed by Mr. Parker use about 50,000 tons of this total product, or five-eighths of all the coal shipped into the city, he is interested in knowing the reason for this discrimination by the railroads against Columbia.

Mr. Parker told the committee that unless the rate was reduced to Columbia he would proceed to make arrangements to have all his mills at Columbia run by hydro-electric power, which would result in cutting the railroads out of carrying approximately 50,000 tons each year.

The discussion that followed was quite interesting. It was shown that not only in the rate on coal in Columbia discriminated against, but as well on many other articles, and that so long as this discrimination is permitted to continue small industries and commercial enterprises can not be profitably conducted here to compete with Augusta, Charleston and other points that sell goods in this territory, which, goods ought to be supplied from the factories and wholesale establishments of Columbia.

It was stressed that many people have come to Columbia seeking location for investment in the establishment of industrial plants, and all the conditions were satisfactory and pleasing; but, the parties left to not return—after they discovered that Columbia freight rates well nigh are prohibitive.

The complaints of discrimination were informal in their method of presentation but none the less earnest, and it is the expressed purpose of the committee to take proper steps to ascertain why this condition of affairs exists.

It is not the purpose of the committee to take up individual complaints against the roads, and make collection of overcharges in such cases, or to attempt to adjust individual differences, but to proceed on broad lines of action for the benefit of the entire community.

To this end the committee desires to receive all information available relating to freight rates to this and to other points for comparison, and provide themselves with an arsenal of facts, and then have conference with the railroad officials to ascertain the why, if such discrimination as alleged is found to exist.

The committee will meet again in regular session on August 17, and thereafter on every third Tuesday of the month; and in the meantime, the committee may be called together by any one member. Meetings are to be held at the Chamber of Commerce rooms at 6 o'clock each time.

NINE-HOUR DAY.

Result of Conference With Seaboard Officials.

Norfolk, Va., July 16.—Announcement is made today that committees representing the employes of the Seaboard Air Line, which have been in Portsmouth, Va., conferring with the general officials of the system, have secured the desired concession of a uniform nine-hour workday on that road. They are still at work on the adjustment of the mechanical wage scale.

Heard to be able to respond to that call as he heard it, as well as in the interest of the party as of the country."

EARTHQUAKE KILLS SCORES.

HEAVY DAMAGES TO PROPERTY WROUGHT BY SHOCKS.

Water in Rivers and Brooks Turns Reddish Color After Tremors—Severe Shocks Near Lisbon Throw People into Panic—Tremors in the West.

London, July 16.—Special dispatches from Athens says that 300 persons were killed or injured by an earthquake yesterday in the province of Elis, in South Greece. Damage to property was also very great.

Hot water is flowing today from many of the springs in the stricken district, while the water in the rivers and brooks has turned a reddish color.

400 Houses Destroyed.

Athens, July 16.—The earthquake demolished 400 houses in the village of Havar. Thirty lives were lost at this point and a number injured. Neighboring villages suffered greatly.

All the houses of Amalava were rendered uninhabitable. Outside of Havar few lives were lost.

Severe Near Lisbon.

Lisbon, July 15.—Severe earth tremors were experienced last night at Belem, a seaport, twenty-seven miles northeast of Lisbon. The population was thrown into a panic, but the damage was slight.

Tremor in California.

Santa Barbara, July 16.—A sharp earth tremor was felt here at 1:23 o'clock this morning. It shook buildings, but no damage was done so far as known.

DAUGHTER OF DAVIS DIES.

Mrs. J. Addison Hayes, Child of Confederacy's President, Passes Away At Colorado Springs.

Colorado Springs, Col., July 18.—Mrs. J. Addison Hayes, daughter of Jefferson Davis, president of the Confederacy, died tonight at her home, after an illness of six months.

Mrs. Hayes, 54 years old, was the wife of J. Addison Hayes, president of the First National Bank of Colorado Springs.

Friends throughout the country had gained the impression that Mrs. Hayes suffered from cancer, but the cause of her death was announced by attending physicians as a complication of diseases.

Mrs. Hayes, the last of the family of the only president of the Confederacy after the death of her sister, Miss Winnie Davis, at Richmond, Va., made a trip through the South a few years ago, when she was made the "daughter of the Confederacy" in her sister's stead. Her mother, widow of the Southern president, died in New York about two years ago.

Mrs. Hayes is survived by two sons, Jefferson Davis Hayes and William Hayes and two daughters, Lucy Hayes and Mrs. Virginia Webb, wife of Dr. Gerald B. Webb, of Colorado Springs. Jefferson Hayes Davis bears the name of his grandfather through a special act of the legislature.

WILL HOLD FARMERS' SCHOOL.

Union to Offer Its Members Instruction in the Cultivation and Handling of Cotton.

Little Rock, Ark., July 18.—In an effort to better fit its members for the cultivation and handling of cotton the Farmers' Union will hold a six weeks' term of school here, beginning tomorrow, for the purpose of instructing the members about cotton and matters closely associated with it. The school will be for members of the Farmers' Union only. J. Alston Cripp will be principal of the school.

Perhaps the good die young, but you can't make all the old people believe it.