

**COTTON CONTRACTS BINDING.**

**THOSE WHO SELL FOR FUTURE DELIVERY MUST COMPLY.**

**Judge Brawley's Charge in the Case of Sprunt vs. Hurst-Streator Co. in Which He Laid Down the Law.**

"I think that the case of Springs against Carpenter, reported in 83 Fed. Rep., is conclusive as to my duty in this case. There is no motion on behalf of the defendants that the court direct a verdict in favor of the defendants in the cause of action, and that it should further direct a verdict in favor of the defendants for the sum of \$1,687.50, the amount paid in money on 25th of October. The case of Springs vs. Carpenter was tried before me at Greenville. It arose out of a transaction on the New York Cotton Exchange. I was of opinion then, and my opinion has not changed since, that nine out of ten, I may say ninety-nine one-hundredths out of one hundred, of the transactions upon the New York Cotton Exchange are gambling contracts; that they are nothing more than wagers upon the future price of cotton, and although in form, by the rules of the New York Cotton Exchange, there was an agreement actually to deliver and actually to receive the cotton, yet, as a matter of fact, I do not believe that in one case out of a hundred there was ever an intention to receive or to deliver actual cotton. Consequently, I left that question for the jury to say whether it believed there was an actual bona fide intention to deliver cotton, and the jury found in that case, and, I think, properly found, that there was no such bona fide selling and buying of actual cotton, and that it was a wagering contract, void at common law, void under the very stringent statute of South Carolina. I am in thorough sympathy with the object of that legislation, and would, so far as I could, do what Chief Justice McIver said was the intention of that legislation in this case, uproot these gambling in future contracts. That case was carried to the Court of Appeals, and the facts in it are much stronger on the side of the defendant than any of the facts proved in this case, and the Court of Appeals decided that it was the duty of the court on the testimony in that case, to direct a verdict for the plaintiff.

Now, this suit here is on a contract of May 17, 1909, between the Hurst-Streator Company on the one part, and Alexander Sprunt & Son, on the other part. The testimony is, and it is a matter of notoriety, even without testimony to satisfy me of the truth of it, that Alexander Sprunt & Son are large dealers in actual cotton, in the city of Wilmington, which is probably the nearest port to Cheraw, in the State of South Carolina; that they were buyers and exporters of cotton in large amounts; that they had their agents all through this country, who bought cotton for them, and made contracts for them for future delivery of cotton. There is nothing in the law of South Carolina, and there is no law anywhere that I know of which makes illegal or immoral transactions of the kind set forth in this contract. A contract for the future delivery of cotton is as valid as any other contract, provided it is a bona fide contract, and if the parties intend on the one part to buy, and on the other part to sell and to deliver the actual cotton. Now, on its face, and in all the circumstances which have been detailed in the testimony, there is not a doubt in my mind that this was a bona fide transaction; that Sprunt & Son intended to buy, and that Hurst-Streator Company, who were dealers in cotton, intended actually to deliver the 300 bales of cotton mentioned in this agreement. The same is true as to the other two contracts, 100 bales each, one dated in May and the other in June. There is testimony as to what occurred at the time when the contracts were entered into. Certain

changes, certain interlineations were made in the printed form of the contract at the suggestion of the defendant here, Hurst, and that those interlineations were made by E. H. Duval, who was the clerk of his father, M. W. Duval, the agent of Sprunt & Son; those interlineations were approved by Sprunt & Son through their agent, M. W. Duval; all of them tend to confirm what appears upon the face of the printed form of the contract, that there was an expectation at the time on the part of the defendants, Hurst-Streator Co. to deliver the actual cotton. Later, in the autumn of that year, in September and October, actual cotton was delivered in conformity with this contract, to the extent of about 115 bales. A little later still, according to the testimony, agent of Sprunt & Son called upon Hurst-Streator Company to deliver more cotton to them, actual cotton; that he was informed by the defendants that they had the cotton on hand, mixed up with other cotton, and that it would take some time to separate it, and that this agent of the plaintiff went to Chesterfield, to the defendants, talked with them about the cotton which was in the yards of the defendants, and endeavored to secure the one hundred bales that he had been informed was on hand, and offered to assist in having it delivered to the railroad station in accordance with his contract, but that some days elapsed before that was accomplished and at the request of the defendants, acquiesced in by Duval, the agent of the plaintiffs, a settlement for that 100 bales was made in money, and \$1,687.50 was paid on that account. It was for the money so paid that this counter-claim was set up, and the court is asked to direct a verdict in favor of the defendants for that amount. The court must refuse to give such direction. It would not hesitate to direct a verdict for that amount if it believed that this was, which is contended for by the defendants, a gambling transaction, but believing, as it does, that it was the bona fide intention of the parties at the time the contract was made to deliver the cotton, the actual cotton, the mere fact that the plaintiffs, after that time, late in October, after vainly endeavoring to obtain the actual cotton, failing to receive it, accepted payment in cash, does not throw any light upon what the intention of the parties was at the time the contract was entered into. What was the intention of the parties at the time must govern, and if they intended then, that is on May 17, a bona fide transaction, if it was the intention then on the part of the defendants to deliver and on the part of the plaintiffs to receive actual cotton, as expressed in this contract, then it does not vitiate it, because afterwards, when they were unable to get the actual cotton they accepted payment in cash. It would be otherwise if in the inception there was any evidence that this was a mere gambling transaction. I believed in the case of Springs against Carpenter that that was a gambling transaction, but in that case the court held that notwithstanding the defendants' claims it was a gambling transaction, there was no evidence sufficient to go to the jury to establish the invalidity of the contract, and therefore it was the duty of the court to direct a verdict.

Now, if there was any conflict of testimony, if there was any room for a reasonable doubt as to what this contract was, I should prefer to submit that question to the jury, and upon the inception of the case that was the inclination of my mind, to let the jury decide whether this was a bona fide transaction or whether it was a gambling contract; but, reviewing the testimony, endeavoring to recall all that was said and all that was done, I can't see that there can be any other than one conclusion. Feeling that it would be my duty to set aside the verdict if the jury should find in favor of the defendants, which I doubt that it would, but if it did it would be my duty to set it aside I feel that it is my duty to direct the foreman to find a verdict for the plaintiffs for the amount claimed.

Defendants note exception to the court's refusal to direct a verdict for the defendants, and also to its granting the motion to direct a verdict for the plaintiffs.

An ozone-producing electric fan now being made in Vienna utilizes Dr. Franz Fischer's novel discovery that when air is much heated and then suddenly cooled ozone is produced. A combination of small fly wheel and air-fans is driven by an electric motor, and sucks in air and sends it through a kind of funnel to a Nernst radiator giving a heat of 2,000 degrees C. The heated current is cooled by mixing with the air into which it is then forced. Of the oxygen passed through about 4 per cent is ozonized, and this proportion can not be exceeded, so there is no risk of an excessive production of ozone. A single piece of apparatus, weighing not more than thirty pounds and needing but a small amount of power, is sufficient to purify the air of a large hall.

A knitting mill will be operated at Chester in the near future. The company will be capitalized at \$25,000.

**"STOP RESOLUTING. WRITE LETTERS."**

**President of Farmers' Union Urges Members to Get After Lawmakers With a Flood of Letter-Writing.**

President C. S. Barrett, president of the National Farmers' Union, is squarely in behind congressmen and senators regarding measures of interest to the farmers.

Not only is President Barrett after the law-makers with a sharp stick, but he is urging members of the organization everywhere to do likewise. "Stop resolving," he says, "and do more letter-writing."

Here is a communication he is sending out:

"To the Officers and Members of the Farmers' Union:

"Let's give 'resolving' in Farmers' Union conventions, that is regards legislation, a rest for a little while and instead get in behind congress to make it put into force so many of the resolutions we've passed.

"I have been writing to the brethren much a long time lately and now, in addition to getting in behind congress personally, I am sending the following letter to every representative and senator in congress to ascertain their sentiment with regard to the measures we are pressing.

"This isn't the last letter I'm going to send either. I'm going to write them time after time, early and often. But the result of this present letter will be to line up the congressmen, from the biggest to the smallest, Republicans, Democrats, insurgents and the rest of them.

"Brethren in national and state conventions are used to 'resolving' before breakfast, between meals and they even get up in the middle of the night to 'resolve' for or against some especial measure. Upon these occasions, harmony prevails as at a love feast, the dove settles down and only rises when it is scared by some unusually fiery denunciation of the farmers' wrongs, such as are embodied in a resolution.

"We all agree on 'resolving' Now, let's put up some of the energy spent this way into getting congress, as well as Farmers' Union conventions, to pass resolutions.

"Get in on the ground floor on these measures, by asking the candidate for congress how he stands on them before you vote for him. Often he says 'yes.' Make him stick to it if he is elected.

**Kind of Letter to Write.**

"Here's the letter every senator and representative is shortly to receive. Follow it up, once or twice a month, with one like it to your own representative and senator.

"Washington, D. C., Feb. 18, 1910.

"Dear Sir—You are aware that during the current session of congress the Farmers' union, consisting of 3,000,000 bona fide American farmers and farm workers, has maintained in Washington a legislative committee in the interest of various national legislation of moment to the organization.

"It is proper to state also that by reason of the fact that the union has an organization of strong sympathizers in every American community, its attitude on public policy truthfully represents the attitude of the farmer-at-large in this country.

"You will, therefore, see the unprecedented nature of this appeal coming up to the law-makers of America for the first time in the history of either.

"The Farmers' union, the American farmer generally without regard to location, is interested fundamentally and vitally in the following six great issues, to which others are to be added:

- "1. Abolishing gambling in farm products.
- "2. Securing without delay, a parcels post.
- "3. Securing, without delay, postal savings banks.
- "4. Securing, without delay, more stringent legislation along the line of restricting foreign immigration.
- "5. Securing the defeat of the proposed central bank.
- "6. More liberality in national appropriations toward agricultural projects. The farmer supports America; he is the hope of America. Yet more attention is paid both to battleships and waterways than to the American farmer.

"As a representative of the people at large and particularly as the representative of your immediate constituents, whether representative or senator, you have undoubtedly formed an opinion regarding the merits of these issues, and many of you have probably heard from home regarding them.

"The object of this letter is to secure, for the purpose of record, for publication and information, aiding us in our campaign for and against these measures, the attitude of each individual congressman.

"Kindly answer me, care of the National hotel, Washington, D. C. how you stand on the six issues outlined. Our 3,000,000 members and sympathizers everywhere are anx-

iously awaiting news of this congressional pool that they may know the status of their hopes.

"Is it asking too much to let me hear from you as soon as possible in Washington? Very truly yours,

C. S. BARRETT,  
National President."

**STRENGTH OF A GORILLA.**

**How It Kills Human Beings—Attacks On Animals.**

(From The London Times.)

Of all the existing man apes the gorilla is beyond question the most formidable, a large male standing not infrequently over 5 feet 6 inches in height, and bones being known of one which apparently measured in life no less than 6 feet 2 inches. It is not, we know from experience in the gardens and elsewhere, always when young quite so "utterly untamable a beast" and so "entirely and constantly an enemy of man" as Du Chaillu represented, but it is savage and morose enough.

It is still uncertain whether in a wild state, except in the immediate moment of attack, it ever actually walks erect without either resting its knuckles on the ground or supporting itself in a branch overhead, but that it does beat its fist upon its breast when enraged (Du Chaillu says that he heard the noise "like a great brass drum" at a distance of a mile) is established; and when the male gorilla turns, as seemingly it does, to confront man fearlessly when attacked, with its huge size, its great hairy limbs, the hideous head set almost down into its shoulders, we can believe that "no description can exceed the horror of its appearance." Add that the gorilla usually lives in the depth of forests where the light is so dim that it is difficult to see any object clearly at a distance of more than a few yards and it is not to be wondered at that the natives have invested it with attributes even more horrible than those which it possesses.

Many believe the gorilla to be human; others hold that, though itself, a beast, it is often informed with the transmigrated spirits of the human dead. It is said to lie in wait crouched on the lower branches of trees overhanging a path and when a human being passes to drop one of its long hind limbs and, clutching the victim by the throat so suddenly and in so terrific a grip that hardly a sob is heard, to drag it—man or woman—up to its lurking place. It is credited with capturing and stealing women and carrying them off to keep them in the forests, and, armed with clubs, is said to attack and beat off elephants. The formidableness of the great apes as compared with other beasts, however, is not an easy matter to pass upon. In Africa it is noteworthy that the lion and the gorilla do not occur together, and it has been conjectured both that the lion has exterminated the gorilla within its territory and that the gorilla has driven out the lion.

In Borneo the most serious neighbors of the orang are the python and the crocodile, and the natives say that the ape overcomes them both, the python by seizing and biting it and the crocodile by leaping on its back, clutching it with the upper jaw and by sheer main strength tearing it open. The name "orang" is in itself a title of honor, meaning roughly "wise one," the Malays giving it alike to their chiefs, to elephants and to the "wild men." Perhaps, however, no native myth or story eclipses in wonder the statement of Emin Pacha, made seriously, that in the Mbongewe forest the chimpanzees used to come to rob the banana plantations in troops, bearing torches to light them on the way! "Had I not witnessed this extraordinary spectacle personally," he is reported as saying, "I should not have believed that any of the simians understood the art of making fire."

**CATARRAH.**

**Quickly cured by a Pleasant Germ-Killing Antiseptic.**

The little Hyomei (pronounced High-o-me-) inhaler is made of hard rubber and can easily be carried in pocket or purse. It will last a lifetime.

Into this inhaler you pour a few drops of magic Hyomei.

This is absorbed by the antiseptic gauze within and now you are ready to breathe it in over the germ infested membrane where it will speedily begin its work of killing catarrah germs. Hyomei is made of Australian eucalyptol combined with other antiseptics and is very pleasant to breathe.

It is guaranteed to cure catarrah, bronchitis, sore throat, croup, coughs and colds or money back. It clears out a stuffed up head in two minutes.

Sold by druggist everywhere and by J. F. W. DeLorme.

Complete outfit including inhaler and one bottle of Hyomei, \$1.00. And remember that extra bottles if afterward needed cost only 50 cents. 2-2-14w3-9.

**FERTILIZER TRADE GREAT.**

**Records for Shipments at Charleston Will Probably be Broken.**

Local records of fertilizer shipments promise to be broken this year, with the figures at present indicating an increase around twenty per cent in volume shipped, and the month of March just opening, and probably to see a higher pressure of between 400 to 500 carloads of phosphate rolling from Ashley Junction every day.

The real pressure of phosphate shipping started about three weeks ago, and it has kept up ever since, with indications of increased volume well through March. Under full force, the dozen fertilizer works on the Neck are filling multitudinous orders from all at home, after one of the shortest campaigns on the road in years, a little over three or four weeks being required to get all the orders in sight, and fertilizer this year is bringing fat prices to the manufacturers at that, for the demand is lively and strong.

Farmers are realizing their strength and determined to take full advantage of the high prices of their products, are planning to drench their soil with fertilizer, to get the largest crops of their history. Hence when the

traveling salesman of the factories entered among them, they found the farmers ready to give generous orders, without delay, and consequently well through March the local factories will ship a remarkable volume of soil food, probably the local record rising as high as 450,000 tons, for already roughly estimated, some 340,000 tons of material have left Charleston, in 16,000 cars, and maybe 5,000 or 6,000 more carloads will be hauled this month, running the figures high above the usual record. The phosphate hands struck for higher wages recently at the right time, for the rush of the companies was too great to brook loss of time or labor. —Charleston Post.

Ridger Haggard is just now engaged upon two books that have to do with the experiences in love and war, in youth and early middle life, of a certain late Mr. Allan Quartermain, as related in MSS. of his that have been discovered recently.

Edward B. Sterling, of Trenton, N. J., has discovered in the outskirts of the town the largest specimen of polyporous on record. This mushroom weighs forty-three pounds, is thirteen inches in height and measures 105 inches in circumference.

**How Do You Feed Your Crops?**

**DO YOU KNOW** just what your cotton and corn need, and are you furnishing it in such quantities as required and in such shape that the plant can use it?

Suppose you should put the food for your stock in a box, nail it up and place it in their trough—would you expect them to thrive and grow fat?

Hardly!

Well, did it ever occur to you that when you use lumpy, badly mixed fertilizers you are putting this same proposition up to your crops—offering them plant food in such shape that they can't get to it?

Fertilizers, to do your crops any good, must dissolve in the soil waters. These are constantly in motion, rising to the surface during the day and sinking at night—passing and repassing the roots of the plant, which absorb the food contained in the water—and this is the **only** way in which the plant can feed.

Therefore, when you buy fertilizer, you should do so with the idea of furnishing food for your crop and on the same principle that you should purchase food for your stock. It should not only contain the necessary Ammonia, Phosphoric Acid and Potash, but **above all else these should be in soluble form**—the mechanical condition of the fertilizer should be such as to permit the plant to absorb every particle of it, and the goods should be manufactured from materials that will not give up their plant food at one time, but furnish a steady supply throughout the entire growing season.

This is the fertilizer you **should** have and **can get**—in only one way. It is impossible to produce a goods like this by the dry-mixing of raw materials, whether you do this at home with a shovel and a screen or buy it from someone who has made it the same way—the only difference being in the quantity.

These materials must be ground to a powder, and it requires machinery costing thousands of dollars to do it properly. They must then be so manipulated that when complete, you have a **compound**, each ounce of which is exactly like every other ounce, and not a **mixture**, one part of which would contain too much Ammonia and too little Potash, while another part would be exactly the opposite—and all of it contain plant food **locked up** and not available.

Remember that the chemical analysis of a fertilizer is no test of its crop growing qualities. The chemist can pulverize lumps and by the use of various means search out the plant food; **your crop can't.**

You can take an axe, break open the box and get the corn; **your mule can't.**

Don't risk a crop failure!

Insure your peace of mind as well as your crop by using

**Armour's Animal Ammoniated Fertilizers**

Manufactured by **Armour Fertilizer Works**  
ATLANTA, GEORGIA



**Remember!**

Our superb array of jewelry and watches makes buying easy. Everything is in perfect taste and everything may be fully relied upon. We sell you nothing that we don't know all about and we tell you all we know about the goods we sell you. Prices reasonable.

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