

ST. MARY'S BEACON

LEONARDTOWN, MD.

THURSDAY MORNING, June 2, 1870.

Circuit Court.—Parties interested will bear in mind that the June Term of our Circuit Court (non-jury) will commence on Monday next, the 6th instant.

SUPPOSED DEATH.—We are indebted to Henry W. Yates, Esq., of Omaha, Nebraska, for the following mortuary information in regard to a former countryman. There is little doubt, we apprehend, from the statement of Mr. Yates, correspondent, that the person referred to is our once popular and genial young friend, Thomas Morgan, Jr., who left our county some two years since to take up a residence in the West.

Writing to Mr. Yates from Fort Steele, Wyoming Territory, the correspondent states:

"A young man came here yesterday from Rawling's Springs, named John of Thomas Morgan and died a few hours after his arrival. Starratt Carron says he knew him in Omaha and that he was in your employ in the bank. The Hospital Steward says he lived in Washington. He left no papers of any kind and the above is all that seems to be known of him here. I thought I would give you the intelligence, as, if he was in your bank, you might know where his relations live and let them know of his death. He is buried here."

Writing to the Editor, Mr. Yates states:

"From the above letter, I am satisfied that the person referred to is Thomas Morgan, Jr., son of the late Thomas W. Morgan, of your county, although my correspondent is misinformed, as he never was in the employ of this bank. I met with him occasionally when he lived in Omaha, but have known nothing from him for a long time. Fort Steele is on the Union Pacific Railroad, about 700 miles from Omaha."

NORTH BRITISH REVIEW.—We have been able to give the April publication of the North British Review only a cursory examination. The contents are—1. The Church Policy of Constantine. 2. Earl Godwin and Earl Harold. 3. The Early Authorship of Shakespeare. 4. The Will and Free will. 5. Jane Austen. 6. Parties and Politics of modern Russia. 7. The Home Policy of the Session. 8. Cotemporary Literature. Published by the Leonard Scott Publishing Company, 140 Fulton street, N. Y. Price, \$4 per annum, postage 8 cents.

"WAR WITHIN THE STATES."—We have received from the National Publishing Company, Philadelphia, advanced sheets of the second volume of Alexander H. Stephens' great work on the war. The work is sold by subscription only and an agent is wanted in every county. Address, National Publishing Company, 26 south Seventh street, Philadelphia, Pa.

CLOSURE OF THE LEVY.—The County Commissioners closed the levy on Tuesday last. It is believed that the rate of taxation this year will approximate \$1.40 on the \$100. The heavy increase is attributed, in measure, to a special levy for school purposes.

The Little Corporal Magazine, for June, is received. In July this sterling Juvenile is to be enlarged and improved. Those subscribing now receive one number free if they ask for it when they subscribe. One Dollar a Year. Published by Sewell & Miller, Chicago, Ill.

LAND SALES.—The property, known as Truth and Trust, containing 750 acres of land, was sold at Trustees' sale by Messrs. Combs & Downs on Tuesday last for \$2050. Purchaser, Jacob Hoffman, Esq., Philadelphia, Pa.

COMMUNICATED.

Georgetown College, May 27th, 1870.

The second of the series of games for the championship was played on Tuesday. May the 24th, between the Quikstep and Stone wall clubs, resulting in favor of the former. They reflected much credit upon themselves by their excellent acquaintance. It was the most exciting game of the season, owing to the closeness of the scores, each side striving to gain the ascendancy. The fourth inning brought a change, the Quikstep took the lead, making eight runs, while the Stone wall could score but three. In the seventh the Quikstep, by a timely sacrifice, but unfortunately for them, rain began to fall, putting a sudden cessation to all play and compelling the game to fall back to the 6th inning, leaving the Quikstep five ahead. The following is the score:

Table with columns for team, runs, hits, errors, and total score. Quikstep: 5 runs, 10 hits, 2 errors. Stone wall: 3 runs, 8 hits, 1 error. Total: 8 runs, 18 hits, 3 errors.

Even a compulsory law cannot be unacceptably applicable either to all citizens or on all occasions. The storm may occur in planting time, in harvest or during the threshing season. In these ca-

Great Mills, Md. May 16, 1870.

Jno. E. CARPENTER, Esq., County Commissioner for St. Mary's County.

Dear Sir:—I received and have read the Board of County Commissioners have been and still are by applications for appropriations. I fear you have severely mistaken the time left to read this communication. This, however, is no petition for a levy on the County, and therefore will, I hope, receive your patient consideration.

The condition of our public roads has been so much commented on both by high officials as well as by private citizens, that a few hints on the subject of road making must it would seem be acceptable to the taxpayers of the County, and especially to the Commissioners of the Tax Court, of which you are a member. When this subject is better understood, we will likely hear less complaining of the roads, both from the people and the Court—the resident taxpayers at least.

When the cost of a good road (one that will continue firm and passable at all seasons and in all weathers) is properly appreciated, the common sense of the people will satisfy them, that such accommodations are beyond our limited means, and sparse population. It is but a waste of time to attempt to prove this, but the ceaseless complaints before referred to seem to justify an enumeration of the conditions and requirements of a permanent good roadway.

In the first place then the roads must be graded—the hills cut through and the valleys filled over. Unless the grades on our public roads are greatly reduced, they will wash into gullies and holes notwithstanding all the brushwood and poles you can put upon them.

But the valleys and branch bottoms cannot be filled over without making a passway for the rain-fall and water-flow. Culverts and bridges are therefore indispensable. These may be temporarily made of wood, but all experience goes to show that this is the most costly material in the end. The repairs on a 50 feet wooden bridge is said to have supported a workman and family for life—a dozen wooden culverts would probably have been equally convenient to him.

Having graded the road, and made the necessary culverts in the bottoms, and the larger water courses, we have next to protect the road bed from wear and tear, and especially from rain and frost, otherwise it will work into deep ruts and become miry and impassable in the clayey portions of it. This is done by a superstructure consisting of a coating of some hard, durable material, with an over coating of gravel or broken rock. In addition to this the side ditches must be paved in many situations, and centre and cross drains made in the springy and glady places. Then all trees (pines particularly) must be felled which can cast a shadow over the roadway, or may be blown across it by any wind.

Such is the cheapest passable road that can be relied on for convenient and safe travel at all times, and it only remains to eat up the probable cost to satisfy the public that we cannot afford to build them.

Table showing costs for various road materials and labor. Graduation per mile on an average: 6000 c. yds. at 25 cts. = \$1,500.00. Bridges and Culverts per mile: 800.00. Under coating: 2,000.00. Over coating: 150.00. Engineering expenses per mile: 150.00. Total cost per mile: \$5,250.00.

A gravel road may be made possibly for \$2000.00 less per mile, but experience justifies me in saying that they are not reliable where heavy freights pass over them.

Now every citizen has an equal right to traveling and shipping facilities. You will not levy upon all for traveling accommodations to a few. You would not entertain the thought for a moment—and it would be equally unjust to accommodate one section of the County and require another neighborhood to wait. Every one has the same right to immediate advantages from the taxation you impose on him.

Now, from the most careful estimate in my power, I find 370 miles of public road in this County, independently of some 30 or 40 miles of roads once public, but now private and rarely if ever repaired at the public expense, and 370 multiplied by (say only) 3000, gives over \$1,110,000—a sum far beyond the capacity of the County to bear at any one time, or even in half a century.

I know that none of the grumblers ask for this enormous appropriation. They expect only that the public roads be kept in passable order—that is that the holes and gullies be filled evenly as soon as they are formed—that the trees be cut out of the way as soon as they are blown down, and that the log drains, poles and bridges be replaced as soon as they are washed away or worn out.

To gratify the traveling public in this matter, will require considerable force, and some legislation. Every mile of our public thoroughfares may be rendered impassable (to the fast drivers at least) at any hour. You cannot be held responsible for this unless you have control over the winds and the clouds. Let us see if you have it in your power to make the necessary repairs, in time to save John from a job or a somersault.

Can you compel any citizen to accept of a superintendence of one foot of the public roads? Or can a supervisor compel any citizen to aid in making repairs? Howard County has asked for and obtained a law compelling the appointed supervisor to serve one year, or pay a commutation fine. Is it the fault of your Board that there is no similar law in St. Mary's? In this County a pecuniary consideration seems to be regarded as equivalent to a compulsory law, but such is not really the fact, and nothing less than a compulsory law, both for supervisors and laborers, can justify or reasonably render the County Commissioners responsible for the condition of the public roads. Even a compulsory law cannot be unacceptably applicable either to all citizens or on all occasions. The storm may occur in planting time, in harvest or during the threshing season. In these ca-

the less necessity must yield to the greater. It is better, on such occasions, that the fast drivers should lag for a few days (a year or two would do the County no great injury) than for the slower to lose the season or the machine to leave the harvest field or the threshing machine to be idle, the sick and infirm, as well as their physicians and attendants, must be excused, and the Sabbath as well as other church fairs and festivals must be respected. It follows therefore that obstructions to travel are unavoidable at times for a few days, even under a reasonable compulsory law.

Let us see next what means you have to keep the traveling thoroughfares in order as the law now stands. Have you the power to offer unlimited pecuniary inducements to supervisors and laborers? You can enlarge the pay of these men only at the risk of losing your seats in the Court. The taxpayers speak unmistakably and emphatically on this point at the last election.

But let us disregard this, and make out the first and only consideration. Let us estimate as well as we can what sum will be sufficient to induce supervisors to accept, and the people to labor promptly. The number of supervisors will depend upon the length of the road assigned to each, and this must depend again upon the nature of the service you expect of them. The supervisor must see personally all of the road under his charge once a week, and immediately after every strong wind and heavy rain-fall besides, taking special note near the places of public resort, for there it is that the fast drivers expect to their fastest trot. He must then estimate the number of hands necessary to make instant repairs—employ them if he can, and complete the work before the Jehus start out on the drive.

But to relieve themselves of all responsibility the Commissioners must put the supervisors or contractors under bond, and must therefore appoint such men only as are able to give one and to be responsible for neglect of duty. The next consideration is how many miles of road should be assigned to each supervisor, and what pecuniary consideration will be sufficient to induce a responsible citizen to undertake the duty? I suppose that 5 miles in some sections, and 10 miles in others, or 8 miles upon an average is as much as any one man can attend to promptly without neglecting his regular business, and that with all the power to compel the labor, no one would accept of the superintendence for less than \$100.

By this estimate we have more than 40 supervisors at an annual cost to the County of more than \$4,000, independently of the cost of the labor, all of which together with the repairing of bridges, log-trains and poaling, will amount likely to \$10,000—a sum which I am confident the taxpayers will be unwilling to pay.

In this justification of our unwillingness to submit to heavy taxation for road repairs, let me remind you that wood and timber haulers have the greatest benefit from our common roads, while very few of them are on the tax list, and these few, for a small amount only, or in other words, that you compel one class of laborers to furnish accommodations for another. This is an unparadise oversight in past legislation. Every wood and timber wagon should be taxed per ton and per mile for the use of the public roads, as the drays, hacks, &c., are taxed for the use of the city streets.

Permit me further to remind you that the injuries sustained by the travelers over our roads are confined almost exclusively to the fast drivers. The steady and cautious rarely sustain either damage or delay. My own car was once stalled, and lying itself of a hhd. of tobacco—and on another occasion it was stalled in the mud with a load of 3 sacks of Guano, but in both cases we reached our destination without damage, and in good time. In the expectation of bad roads, we provide ourselves with axes and a pioneer ahead to cut turnouts if necessary, in preference to making a demand for damages upon a people who are already taxed almost beyond endurance.

It is often asked why we of St. Mary's County cannot have good roads, as well as the people of some other sections of the State. For the same reason, I answer, that a few settlers in the wilderness are denied such accommodations. The traffic and travel of the settlement will not justify it.

Were there but one landing nearer to Brandywine, and the country below, than St. Mary's or Millstone, it is more than likely that a good Macadamized or Turnpike road would long since have been made for that point; because in that event, all the exported productions of the peninsula would be taken to that landing and the difference of labor in the transportation would justify the making of the road and keep it in repair. But who, even if such a road were now built, would send his loaded wagon 40, 30 or even 20 miles, under any reasonable tariff of tolls, over the best road in the country, when in one or two hours, he can reach a landing equally as good, over the common roads of the county; and who would ever seriously think of making such a road when the tolls collected from the travel upon it would not probably pay for the necessary repairs?

Good roads, it is granted, are a great accommodation, and a great saving of labor also—so a threshing machine, but what sensible man would ever wait a year? Another consideration often urged is that fine roads would tend much to reconcile strangers to this section of the State, and ultimately induce a crowded population. This is very sensible and reasonable, and it is much to be regretted that we cannot afford the means until the end is obtained—or that we cannot construct the road until the crowded population is first secured.

The proper course to be adopted by the Commissioners is therefore a plain one, i. e. to keep a little in the advance of the past, but far in the rear of the fast drivers' demands. You will find it a great improvement to have all trees, bushes, hedges, &c., removed that obstruct the sun and wind from the road bed. Be-

lieve me the carpet-bagger comes here and tells you that he is your friend, and the Southern people are enemies; they tell you that as free. Oh, yes, they've done it all, no doubt. They set us free. They done it all to help the Yankee and to injure the Southern man; they can't do that better than we can. They done it all to help the Yankee and to injure the Southern man; they can't do that better than we can. They done it all to help the Yankee and to injure the Southern man; they can't do that better than we can.

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Trustees' Sale of REAL ESTATE. BY virtue of a decree of the Circuit Court for Saint Mary's County, sitting as a Court of Equity, passed in a cause in which Ed. P. Combs and others are Complainants, and John M. Dyer, wife and others, are Defendants, and bearing date of the 5th day of February, in the year 1869, the undersigned, as Trustees, will offer at Public Sale, at the Court House door in Leonardtown, between the hours of 10 o'clock, a. m., and 4 o'clock, p. m., on

Tuesday, the 28th day of June, 1870, the following real estate, to wit: One tract or parcel of land called and known as

FURBER OF DEAN, containing 66 acres, more or less.

This land is located near the "Red Gate," in Leonardtown district, is of kind soil and has considerable timber upon it. It has a Dwelling House and other ordinary improvements upon it.

TERMS OF SALE. One-half of the purchase money in cash on the day of sale and the residue at twelve months credit—the deferred payment to be secured by the bond of the purchaser, with security to be approved by the Trustees, and to bear interest from the day of sale. When all the purchase money shall be paid, the Trustees will execute a deed to the purchaser, free, clear and discharged from all claims of the parties to this suit and of those claiming under them.

ROBT C COMBS, JAS S DOWNS, Trustees. JAS F & B R ABELL, Auctioneers. June 2, 1870—ts.

Trustee's Sale of valuable REAL ESTATE. BY virtue of authority vested in me by the last Will and Testament of the late Eliza A. Gayther, I will offer at public sale, at the Court House door in Leonardtown, on

Tuesday, the 5th day of July, 1870, between the hours of 10 o'clock, a. m. and 5 o'clock, p. m., all the Real Estate, of the said Eliza A. Gayther, consisting of: One tract or parcel of land called and known as PART

PINEY POINT, containing 175 acres, more or less.

This estate lies adjacent to the well known and popular watering place called "Piney Point Park" and its value is greatly enhanced in consequence thereof. There is a fine oyster creek bordering on the property, and the soil of the land is well adapted to the culture of GRASS and VEGETABLES as well as the staple products of this section of the State. Its proximity to Piney Point affords a ready market for the sale of Stock, Butter, Milk, Poultry, Vegetables, &c., whilst steamers to and from Baltimore, Washington and other cities call daily at the Piney Point wharf which is only half a mile distant from the residence.

The buildings upon the property are in tolerable repair, and there is an abundance of TIMBER. TERMS OF SALE ARE: One-third of the purchase money in cash on the day of sale, and the balance in equal annual installments at one and two years credit—the deferred payments to be secured by the notes or bonds of the purchaser, with security to be approved by the Trustee, and to bear interest from the day of sale.

HENRY WATTS, Trustee. June 2, 1870—ts.

SELLING OUT AT COST!!! THE undersigned respectfully announces to the citizens of St. Mary's County that, in view of certain changes which they propose to make in their business, they have determined to sell, from this date, all of their splendid Spring and Summer stock, consisting of

Dry Goods, Groceries, Boots and Shoes, Hats and Caps, Ready-made Clothing, Gents Furnishing and Fancy Goods, &c., &c. at Prime Cost. Our stock embraces a full line of every description of merchandise usually kept in country stores, which has been purchased at unusually low prices. We urgently request all persons indebted to us on account to come forward and settle their indebtedness without delay. WILE & FORD. June 2, 1870—ts.

Trustees' Sale of REAL ESTATE. BY virtue of a decree of the Circuit Court for Saint Mary's County, sitting as a Court of Equity, passed in a cause in which Ed. P. Combs and others are Complainants, and John M. Dyer, wife and others, are Defendants, and bearing date of the 5th day of February, in the year 1869, the undersigned, as Trustees, will offer at Public Sale, at the Court House door in Leonardtown, between the hours of 10 o'clock, a. m., and 4 o'clock, p. m., on

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JOHNSON BROTHERS, Commission Merchants AND Wholesale and Retail Dealers IN GROCERIES, No. 1107 Water Street and No. 1115 Johnson's Wharf, WASHINGTON, D. C.

Respectfully announce to the citizens of St. Mary's and Charles counties that we have been appointed by the Commission and forwarding business in conjunction with our established grocery trade, and solicit consignments of all kinds of country produce, also wood and lumber, for which we guarantee the highest market prices. We would also call attention to our large stock of Groceries, which we offer to our Patrons at wholesale rates.

References: Geo H B White, assistant Cashier National Bank, Washington, D C; George & Jenkins, Baltimore, Md; John Palmer, D W Tyler and John B Abell, St Mary's County, Md; Wm R Lewis, Accomac County, Va. June 2, 1870—1y.

Valuable HOUSE AND LOT IN LEONARDTOWN FOR SALE. THE undersigned will offer at public sale, at the Court House door in Leonardtown, on

Tuesday, the 21st day of June, instant, between the hours of 12 o'clock, m. and 5 o'clock, p. m., a valuable HOUSE AND LOT in Leonardtown. This property is located on Washington street, near the center of the Town, and is now occupied by Wm. A. Loker, Esq.

TERMS OF SALE: CASH. COMBS & DOWNS, Attorneys for Owners. June 2, 1870—ts.

BANKRUPT NOTICE. DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND. In the matter of Julius A. Bond, } In Bankruptcy Bankrupt.

THIS IS TO GIVE NOTICE, that on the 27th day of May, 1870, a Warrant of Bankruptcy was issued out of the District Court of the United States for the District of Maryland, against the estate of Julius A. Bond, of Fairfield, in the County of St. Mary's, in said District, adjudged a Bankrupt, on his own Petition: That the payment of any debts and the delivery of any property belonging to said Bankrupt, to him, or for his use, and the transfer of any property by him, are forbidden by law; and that a meeting of the creditors of said Bankrupt, to prove their debts, and to choose one or more Assignees of his estate, will be held at a Court of Bankruptcy, to be holden at the Law Office of Shelby Clarke in Upper Marlboro', before Shelby Clarke, Esq., Register in Bankruptcy for said District, on the 20th day of June, A. D., 1870, at 12 o'clock, M.

EDWARD Y. GOLDSBOROUGH, U. S. Marshal for said District. June 2, 1870—2s.

HATS, latest styles, at the Old Brown Store June 2, 1870 FINE TABLE and Pocket Cutlery, Hardware, &c., at the Old Brown Store June 2, 1870

Farmers' and Planters' Agency AND GENERAL COMMISSION BUSINESS. THE undersigned have formed a co-partnership under the name and style of OWENS & SIMMS with a view of conducting a Farmers' and Planters' Agency and General Commission Business at No 7 Wood Street, Corn Exchange Building, Baltimore.

The Senior partner, having been engaged in the business over thirty years and being thoroughly conversant with this peculiar branch of trade, induces the firm to say that the highest prices for produce, especially grain and tobacco, will be returned to our patrons. The Junior would appeal to his friends and fellow-countrymen to patronize him in his efforts to establish a reliable agency for the transaction of business intrusted to their care. Especial attention will be paid in the sampling of consignments of tobacco and grain. Orders for fertilizers, seeds, groceries, &c., filled at the lowest market rates. WM. B. OWENS, F. X. SIMMS, May 5, 1870—3s.

GREAT BARGAINS! GREAT BARGAINS!! MESS IRENE PURCK has just returned from Baltimore with a full and carefully selected stock of Dress and Fancy Goods, including PIQUES, very cheap, with MILLINERY of all kind—some of the very latest styles. Her entire stock having been purchased at prices approaching good rates, and as she is willing to sell at a small advance for cash, she believes that ladies will find it to their interest to give her a call before purchasing elsewhere. Grateful to her friends and the public for past encouragement, she respectfully asks for a continuance of their favors. may 5, 1870—1t.