The Press and Banner

ABBEVILLE, S. C.

Published every Wednesday at $2 a year in advance.

Wednesday, Nov. 1, 1899.

Bruce's Restaurant.

Go to Bruce's Restaurant for meals at all hours.

Bruce's Restaurant is open for the Fall and Winter trade.

Bruce's Restaurant is open day and night knock and the door shall be opened unto you

THE Literary Club will meet at the home of Judge Gary the second Friday instead of the first Friday night.

WELCOME HOME.

Mr. James M. Baker of Washington is at Lowndesville and Abbeville.

Last week we forgot to note the return of Mr. J. M. Baker from Washington, who came on a visit to his old home and to his old friends. Mr. Baker is a most efficient librarian in the United States capital, and gives universal satisfaction. Lowndesville has reason to be proud of the success of her young men, and especially of the Baker brothers. Mr. C. T. Baker is now captain of a transport ship, Mr. Gibbes Baker has a good government job in New York, and Mr. James M. Baker is Librarian for the Senate. We have more intercourse with Mr. J. M. Baker for the reason that he is at the Nation's capital, and he always seems to regard it as a favor for home folks to bother him.

Mrs. Mary Taggart has returned from Atlanta with all the newest ideas in dress making and millinery.

Mrs. Mary Taggart has brought on a nice line of dress goods and trimmings, ladies and misses combination suits, hosiery, corsets, ribbons, handkerchiefs, braids and jet trimmings.

Prettiest 50 cents corset in town at Mrs. Taggarts.

Plush capes at $1.50 up at Mrs. Taggarts.

A Lady's Rambling at R. C. Bernau's.

Sterling silver friendship bracelets and hearts in great many styles with your initials engraved on them, all the go now, can be found at Bernau's, prices 15 to 75 cents.

Leather purses, card cases and cigar cases, with or without sterling mountings, are shown at Bernau's in greatest profusion, you are sure to find what you want, prices 85 cents to $5.

Sterling silver spoons and ladles and forks from $1.85 each upwards, and in handsome silk lined boxes, will make an inexpensive but useful wedding present.

Better select your Christmas presents now and have them laid aside, the jewelers North are keeping busy day and night filling orders and goods will be hard to get later on, and you may not get what you want. R. C. Bernau is getting in new goods every day and you are sure to find something you want now.

WILLINGTON'S BUDGET.

Modest Thief—Whiskey and Pistols—Education and Other Topics.

Willington, S. C., Oct. 30th, 1899.

Mr. Isaac Porter has been very sick for some days past but is out again. He has been suffering from rheumatism and now moves around on crutches.

Mr. Arch Andrews is again restored to health. He has just overcome a spell of fever.

Mrs. Davis Porcher returned home this week. She has been on an extended trip to her mother-in-law. Mrs. Porcher lives in St. Louis, Mo.

Milton Scoggins, the nineteen year old son of T. D. Scoggins was very seriously shot with a 38-calibre pistol last Wednesday night. It is not known but believed to have been an accident. Whiskey did it.

Perrin Wells spent Saturday night with his parents and while away some conscienceless thief visited the store and carried away flour enough for some weeks. The thief must have been stealing from necessity and not from a natural desire as he was alone in his glory and could have made way with a great deal more than he did. Hunger is terrible and we suspect more stealing will be done before winter is gone.

Dr. Sam Cade who was recently romantically married is building a beautiful residence near his father's, and will begin housekeeping soon.

R. W. Perryman returned Saturday from an extended trip to Augusta. He has laid in a supply of winter goods.

Rev. W. P. Witsell will deliver an address on "Education" at the Willington Academy, Friday night, Nov. 3rd, at 8 o'clock. Public cordially invited. No admission fee. Music by the Willington Orchestra and songs by the school.

Thomas Black is now in Mt. Carmel studying telegraphy under the agent at that place.

Miss Kate Jones, of Mt. Carmel, is visiting her sister, Mrs. J. T. Black.

Mr. O. D. Black, one of our handsome and most popular drummers, has become attached to our neighboring mountain town and is found there quite often, so I have been told. Mt. Carmel's loss will be Willington's gain.

Invitations are out for a Hallowe'en party at Mr. and Mrs. John Oliver Hemmingers's, Tuesday night, Oct. 31.

ROLLER MILL.

Along with a friend I visited Martin Shoals Saturday evening. The shoals and land have undergone a great change—a fair example of what money and energy will do when in the hands of wide-awake citizens. We understand the company is contemplating putting up a large roller mill and grist mill in order to use the surplus 40-horse power of electricity the power will generate. We know of nothing that will benefit Abbeville County more and be a better paying investment to the company than a good mill at Willington. I say at Willington for the town is only three miles (straight line) from the shoals. It is the best located town on the C. & W. C. R. R. The mill would be easily accessible. A good site could be secured on the railroad and a large territory well adapted to raising corn and wheat surrounds the town. Besides, more of Georgia territory could be reached than from any other town on the road. Now a word to our merchants, call a meeting of our citizens take steps to get the mill if you want our town to continue growing. It will be to your advantage as well as for the mill. You have your school, your churches, your progressive citizens, get the roller mill and before the one-horse towns along this road knows it, we will have an oil and cotton mill.

B.

You can buy a nice Cape or Jacket from Smith's Dry Goods and Millinery for very little money.

WANTED — SEVERAL BRIGHT AND honest persons to represent us as Managers in this and close by counties. Salary $900 a year and expenses. Straight, bona-fide, no more, no less salary. Position permanent. Our references, any bank in any town. It is mainly office work conducted at home. Reference. Enclose self-addressed stamped envelope. The Dominion Company, Dept. 3, Chicago. Sept. 25, 1899, 16t.

GARLAND STOVES AND RANGES The World's Best

FOR LADIES ONLY---

And those who are interested in House Furnishings, would we call attention to our fine COOK STOVES —"Garlands," "Iron King's," and "Superb's." These are sold on MERIT. Avoid the "just as good" kind. If you must have something cheaper, we have all grades.

Abbeville Hardware Co.

"Everything in House-Furnishings."

Go to Milford & DuPre for nice toilet soap.

Go to Milford & DuPre for cacti soap.

Ring our phone and let us know your wants and we will do the rest. Milford & DuPre. Phone 107.

Go to Cochran's for groceries.

When you want a good ham call on J. S. Cochran.

L. W. WHITE

NOW HAS HIS THREE LARGE STORES FILLED WITH THE MOST DESIRABLE AND SEASONABLE GOODS. CALL ON HIM AND YOU WILL FIND IN ABUNDANCE DRY GOODS OF ALL KINDS, CLOTHING, BOOTS AND SHOES, GENTS' FURNISHING GOODS, HATS AND CAPS, MATTINGS AND RUGS, CROCKERY, FANCY CHINA AND GLASSWARE, GROCERIES AND HARDWARE.

His stock in all lines has never been larger, more attractive or cheaper. The ladies cannot fail to be pleased with our immense stock of Dress Goods. In this department they will find Silks, Satins and Velvets, all-wool fabrics in the different colors, and materials of every conceivable kind for making Waists, Skirts and Full Suits from 5 cents to $2.00 a yard.

We always carry a good stock of EMBROIDERIES, and this season we are stronger in this line than ever before. We have the finest stock of TOWELS we have ever shown, ranging in price from 5 cents to 50 cents each. We have never before had such bargains in FINE BED BLANKETS as we are offering now. We will sell a 10-4 Wool Blanket at $3.00 a pair, worth $4.00, and the 11-4 and 12-4 in the same proportion. Our stock of CARPETS is much larger than usual, and as for RUGS we have the most beautiful assortment ever shown in our city. Here is a sample of some of our prices: We will sell an extra large genuine Smyrna Wool Rug at $5.00, which is worth $7.00; one at $2.85, worth $4.00, and one at $2.00, worth $3.00.

Our Stock of Clothing Was Never Better and Prices Never Lower. We Have Suits at All Prices, from $2.00 to $25.00.

We have also a fine assortment of CHILDREN'S and BOY'S CLOTHING. Our line of UNDERWEAR is complete. We have it for LADIES', MISSES, CHILDREN, MEN and BOYS.

A cordial invitation is extended to the people of Abbeville County to call on us whenever in need of goods of any kind. We always carry as complete a stock of MERCHANDISE as can be found anywhere in upper South Carolina. We have a mammoth stock now which needs to be moved. It will be moved if there is any virtue in low prices. Come and see.

L. W. White.

You can be pleased in the line of Silks and Satins shown by Smith's Dry Goods and Millinery.

NOT SO EASY TO CHEAT.

The Supreme Court is Looking After the Tricks by Which Insurance Companies no Often Defeat their Customers.

In last week's issue we showed that our Supreme Court had laid down principles protecting the rights of the people against foreign Building and Loan Associations.

Our Supreme Court has been equally careful in guarding the rights of those sustaining loss by fire under policies of insurance.

In the case of Copeland Western Assurance Co. 43 S. C., 26 the following principles were stated:

1. That where the defendant claims that the plaintiff has not a right of recovery on the policy of insurance, by reason of the fact that he failed to comply with the requirements of the policy, such objection must be set up in his answer to the complaint.

2. That where the defendant sets up a defense in his answer that the plaintiff is barred of his right of recovery on the policy of insurance, by reason of his failure to perform certain things therein required to be done on his part, *it is not incumbent on the plaintiff to introduce testimony showing such performances by him, and consequently a failure to introduce such testimony does not entitle the defendant to an order of nonsuit.*

3. That where the defendant sets up such defence in his answer, and the facts brought out during the introduction of plaintiff's testimony in chief show that there has not been performance by the plaintiff of such requirements of the policy, *still the defendant would not be entitled to an order of nonsuit, because such order would deprive the plaintiff of his right to show waiver or estoppel on the part of the defendant to make such objection.*

In the recent case of Kingman Lancaster Ins. Co., 154 S. C. 599 these principles are affirmed. The Court in commenting on the above mentioned case and others sustaining the same doctrine uses this language:

These cases show that forfeiture is matter of defence, and that plaintiff may show waiver in rebuttal of evidence of forfeiture, although in these cases waiver has not been pleaded. Appellant contents, however, that sec. 183 of the Code leads to a different conclusion. That section reads: "In pleading the performance of conditions precedent in a contract, it shall not be necessary to state the facts showing perfomance; but it may be stated generally that the party performed all the conditions on his part; and if such allegations be controverted, the party pleading shall be bound to establish, on the trial, the facts showing such performance." In this case the complaint alleged the performance of all conditions of the policy in the general terms of section 283, and the answer contained a denial of such allegation. In the first place, we do not think the production of the inventory, taken previous to the issuance of the policy, after a loss, is a condition precedent, which is some act or event necessary to make contract take effect. It is rather a condition subsequent, which is intended to defeat a contract, which being matter of defense, need not be noticed in plaintiff's pleading. A forfeiture does not make a policy of insurance void ipso facto. It is merely a ground upon which the policy is voidable at the option of the insurer. Furthermore, if forfeiture is matter of defense, as the cases cited established, then under section 174 of the Code, such defense, not constituting a counter-claim, and being matter in avoidance, need not be replied to by plaintiff, unless required so to do by the Court on defendant's motion. Davis V. Schmidt, 22 S. C., 128. Then, in reason evidence of waiver on estoppel ought to be allowed in reply to evidence to show forfeiture, for to show one estopped to assert forfeitare for non-per-formance is in effect to show performance. * * * *

Provisions for forfeiture in an insurance contract are for the benefit of the insurer, and may be waived at the insurer's option. As stated before, the policy is not void for breach of condition, but merely voidable. If the insurer does not chose to assert a forfeiture, the policy stands by virtue of the original consideration. Waiver does invole the assent of the insurer, since it is "the intentional relinquishment of a known right," but this intent to relinquish the right to avoid a policy for breach of condition may be evidenced by acts or conduct of the insurer, after knowledge of a breach, recognizing the policy as a valid existing contract, or the insurer may be estopped to deny intent to relinquish its right by such conduct after knowledge of the breach as puts the insured to trouble and expense on the reasonable belief that the insurer regards the policy as valid.

We have brought these rulings to the attention of the public to apprise the people of their rights, and to warn them not to sarifice their rights by disadvantageous compromise after a loss has been sustained.

Under the rulings of the court a plaintiff is not apt to be non-suited, but to have his case considered by the jury, in which case it may confidently be expected that justice will be done between the insured and the insurance company.

EARLY NEWS.

That is What is Wanted in Every Printing Office.

The Tattnall Journal admonishes its correspondents to send in the news promptly, as it does not want to "publish a birth after the child is weaned, a marriage after the honeymoon is over, or an entertainment after the job printing is done elsewhere."

Why an Engine is a "She."

An exchange says this is the reason an engine is called "she." They wear a jacket, an apron, shoes, hose and drag a train behind them; they have a lap, need guides, ride wheels, will not turn out for pedestrains and pedestrains and sometimes refuse to work; they attract men, are sometimes very contary and, its always takes a man to manage them.

Locals of J. R. Glenn.

Kennedy's fine cakes and crackers at Glenn's "Uneeda" jinger and banquet wafers, salted sodas, brownies, ice cream and chocolate cakes.

Fresh hams, B. strips, mackeral, cheese and macaronia at Glenn's.

Soap, soda and matches almost given away at Glenn's.

Almost anything a housekeeper wishes for her table can be had at Glenn's.

High quality, low prices, prompt delivery at Glenn's. Phone No. 116.

Seed barley, rye, wheat and onions sets at Glenn's.

14 lb. keg soda for only 25c. at Glenn's.

AN HONEST COURT.

Blocks the Shrewd Rascality of Building and Loan Associations.

The Supreme Court of this State cannot be used as an aid or shield for tricksters, who would take advantage of our people. Mr. Justice Gary of our own city, we are pleased to see, takes a leading part in defending the people and will not lend himself to the perversion of law and justice, even at the instance of the great and rich corporations which set traps for unwary feet. These foreign gentlemen will be required to perform their part of contracts in this State:

The Supreme Court of this State has recently decided a very important question in regard to the rights of the people against foreign Building and Loan Associations.

The facts of the case and the ruling of the Court will appear from that part of the opinion delivered by Mr. Justice Gary as follows:

"The appeal herein is from an order dissolving an attachment, which had been issued on the following affidavit: Bright Williamson, the plaintiff above named, being duly sworn, says: 1. That the defendant above named, the Eastern Building and Loan Association, of Syracuse, N. Y., is a corporation duly organized and chartered under the laws of the State of New York, and that the said association is justly and truly indebted to the deponent in the sum of $1,562.50, with interast from the 29th December, 1897, as follows: on the ——day of February, 1891, deponent having made application for membership in the Eastern Building and Loan Association, of Syracuse, N. Y., subscribed for and received twenty-five shares, under a contract by which he was to pay $1 per share membership fee, and thereafter seven-five cents per share, or $18.50 monthly for seventy-eight months, and upon his so doing the said association was to pay him $100 for each share sixty days after acceptance of satisfactory proof of such payments. That afterwards, on the 19th of April, 1895, deponent in accordance with the by-laws borrowed from the association the sum of $987.50, with the understanding and agreement that he would pay as interest the sum of $6.25 each month until the expiration of the said seventy-eight months, when his said loan would be extinguished by deduction from $2,500, the value of the shares. That deponent paid said membership fees, the aforesaid monthly dues on his stock, and the said monthly interest on his loan until the full expiration of the said seventy-eight months, and then withdrew from said association, gave notice to the association, furnished the satisfactory proofs of his compliance with his part of said contract, and made demand for the sum of $1,562.50, the same being $2,500 less $937.50, the amount of his loan; but that though sixty days have since elapsed, the said association has failed and refused to pay deponent the said sum of $1,562.50. * * *

"The plaintiff introduced in evidence a circular issued by the defendant which among other statements contained the following: For the investor: This association issues three classes of certificates, designated as instalment, paid up, and fully paid up. All of which are guaranteed to mature in 6 1-2 years; amply secured by first mortgage on real estate; paid up stock doubles in 6 1-2 years; fully paid up certificates guaranteed quarterly dividends, seven per cent. per annum. For the borrower: This association has no auction sales, no bidding for loans, and a definite time for repaying a loan. The only association making a contract definite in every particular. Withdrawal value clearly stated, and never less than the amount paid in instalments; stock matures in 78 months. Borrowers know the exact amount required to cancel their mortage."

After considering other questions in the case the Court proceeds as follows:

"We will next consider whether there was error in determining that the plaintiff did not have a cause of action on the ground that his claim was not due and payable. If this question had to be decided solely upon the plaintiff's affidavit, it would undoubtedly appear therefrom that a cause of action exists in favor of the plaintiff against the defendant. 2. The defendant, however, introduced in evidence the charter and by-laws, for the purpose of showing that the shares of stock are far below the value of $100, and, therefore, that the said shares have not matured. The agreement alleged in the plaintiff's affidavit and the by-laws present scemes for maturing the shares of stock that are radically different. The provisions of the said agreement and of the by-laws for maturing the shares of stock, are repugnant and in irreconcilable conflict. The question is thus presented for this Court to decide which shall prevail. It is a well known fact that comparatively few people who become shareholders in such associations are familiar with their by-laws. They rely upon the honesty, integrity, and fair dealings of those who manage the affairs of the association. It is also a well known fact that the by-laws are frequently intricate and almost unintelligible to the average shareholder, and that those in charge of the affairs of the association usually become exceedingly expert in the interpretation of them, thus giving the association a decided advantage in the way of information over the shareholders. Public policy, in order to prevent the perpetration of fraud, and to prevent just such a case as we now have before us, in which the plaintiff alleges that he was induced by the express promises, and the literature of the defendant, to part with his money, in purchasing its shares of stock, demands that the defendant should not be allowed to elect whether it will be bound by its by-laws, or its express agreement as to the time when the shares would mature." * * * *

"It is also argued that the agreement fixing a definite time for the maturity of the shares was ultra vires. * * * *

If the agreement was ultra vires, and the association entered into it knowing it could not perform its part thereof, and thereby induced the plaintiff to part with his money in the purchase of stock, then it was a tort, and the defendant would be liable therefor. Furthermore, even if the agreement was ultra vires and the defendant could interpose this plea, it would not be allowed to retain the benefits which it derived therefrom, and this would give the plaintiff a cause of action.

It will thus be seen that the Supreme Court of this State protected our people from the imposition that was attempted to be practiced upon them.

Mrs. Taggart has a large stock of perfumery, sachet powders, toilet waters, borated talcum, and other face powders, also dental and bay hazel creams, hair tonic of quinere and bayrum.

Pompadour combs with and without jewels. Mrs. Taggarts.

Mrs. Taggart will save you 50 per cent. on millinery.

Mrs. Taggart can tell you what to wear and how to make it, what to buy and where to buy it.

Mrs. Taggart leads in dressmaking. Dresses cut to fit and made to order.

Pipes, pipes, pipes in any quantity at Milford & DuPre's drug store.

Mrs. Taggart still leads in both quality and prices on millinery.

You will make the mistake of your life if you buy your toilet articles before inspecting our line. Milford & DuPre.

Dr. Hill's headache powders never fail. Try them, for sale by Milford & DuPre.

Strengthen your lungs before cold weather by taking a bottle of Dr. Neuffer's lung tonic. For sale by Milford & DuPre.

ONE AT A TIME.

No Man Can Hold Two Public Offices in South Carolina.

The State.

When the constitutional convention adotted the clause prohibiting the dual, triple and even quadruple holding of offices in this State, so prevalent at the time, it was thought that an end would be put to the custom. But there have recently been many instances of it brought to the attention of the public.

In several cases it was puzzling to know which of the offices held by certain men were vacant under the operation of the constitution. In order that he might act without mistake in such cases, Gov. McSweeney recently obtained the following opinion from the assistant attorney general:

Hon. M. B. McSweeney, Governor, Columbia, S. C.

Dear Sir: You desire to be advised whether the same person can be a town warden, deputy sheriff, jailer and a member of the county board of control at the same time, and if not, which of these positions are vacated. The constitution in section 2, article 2 provides: "No person shall hold two offices of honor or profit at the same time." Hence our investigation must be directed to determine whether more than one of the above enumerated position is an office of honor or profit.

An office is defined to be a right, authority and duty created and conferred by law, by which, for a given period either fixed by law or enduring at the pleasure of the creating power, an individual is invested with some portion of the sovereign functions of the government, to be exercised by him for the benefit of the public. Now it is manifested that this definition applies to the town warden. Such an office is created and so denominated by law and is invested with a right and duty of performing important functions of government. A town warden is, with certain restrictions, the legislative and judicial power of a municipality. The supreme court in this State in the case of Alexander vs. McKenzie, Second S. C., 81, lays down the rule here set forth. Likewise a deputy sheriff comes within the purview of the above definition. The office is created by law (sections 713 and 714, volume I, revised statue): the appointment is made by the sheriff subject to the approval of the circuit judge and the appointment is evidenced by the sheriff's certificate. The deputy may be required to give bond and must sign a constitutional oath as well as other oaths, and when thus qualified may perform any of the duties of the sheriff. It is clear, therefore, that he is an officer. Likewise a jailer is a public officer. The office is created by law, the appointment must be in writing and filed with the clerk of court. (Sections 526, 527, volume II, revised statutes. The duties are defined by statute and are of a public nature, with penalty for non-performance. The supreme court in the State vs. Sellers, 7th Rich. 368, takes the view that a jailor is a public officer.

Members of the county board of control not only come within the definition of a public officer, as above set forth, but are specifically created and denominated officers in section 5 of the dispensary law of 1896, wherein it is provided: "A member of the county board of control shall qualify and be commissioned as are other county officers."

As all four of the positions suggested are public offices of either honor or profit or both, as contemplated by the constitution, it is evident that no person can hold either two or more of them at the same time.

As your communication does not state the numerical order in which the above mentioned offices were accepted, it is impossible for me to decide which office or offices have been vacated. However, that matter can be determined, for it is a well established rule, (State vs. Butte 9th, S. C.,) that the acceptance of a second office is ipso facto the abandonment and resignation of the first. Hence the first three of these offices accepted were vacated and the last, if there be no other legal reason, is in force.

Very truly yours,
U. X. Gunter,
Assistant Attorney General.

Don't fail to see the line of Shoes for ladies and children offered by Smith's Dry Goods and Millinery.

THE TELEPHONE.

Was it by this Means that the Almighty Talked to Moses on Sinai.

The wonder of the world is the telephone. Everything else can be accounted for and explained, but when the explanation is made in full of how the telephone works, the mystery still remains, for, lo, the voice of a friend hundreds of miles away comes sounding beside one, as though face to face, and the fact is made clear that there is a divinity in that voice that distance, and roaring storms and all the clamors of a mighty world cannot break one tone of. It is as when the Infinite spoke to Moses on Sinai, as when, after all the clamors had passed, the still small voice smote upon the ears of the seer and he knew that God was nigh. One asks a question, his own voice dies away in the room in which he sits, but a moment later out of the darkness a voice replies, and he knows that his question has penetrated all the space for hundreds of miles, and that the answer has come and brought with it all the tones that love or friendship would demand for identification. It is easier than formerly to believe that the prayer preferred is recorded on the receiver of eternity and that sometime proof of man's dominion over not only the earth, but all its elements, and that he has been from the first possessed a divinty which is sufficient to command and make a servant of mere matter, that his place is, after all, only a little lower than the angels, and that when the environment of this world shall be cast off he will find that instead of death being a close it is but the opening gate to a higher and freer life. We hear a bell, and a voice that we have not heard for months or years responds, and so we know that voice is still, with all the old tones, to be heard. Who shall say that when another summons comes we shall not hear voices that we thought had gone out forever in whispers, hear them with all the old rythm sweetness? Listening, there is brought to us the music of an orchestra playing hundreds of miles away. What music shall we hear when the final key is touched? The storm, the interposing mountains, the boom of cataracts or the roar of rushing trains—none of them interpose any barrier; what will be that music that will come to us when all the barriers are removed and upon our sublimated ears strikes the far-off mighty, but incomparably sweet refrain?

What is going on ought to exalt men, it ought to make them humble, for why should such specks as they be given the blessings and the glory that are bestowed upon them?

Heavy groceries, such as bacon, flour, lard meal, at the lowest prices. Special prices in 100 and 200 pound lots bacon, at Cochran's.

When you want anything in the grocery line, fancy, staple or heavy, call up 'phone 66, and it will come to you at once. Best quality, lowest price, prompt delivery is my motto.

J. S. Cochran.

Fresh mackrel, whiting and canned fish at Cochran's.

EXECUTOR'S SALE.

BY VIRTUE OF THE POWER CONFERred by the will of JOSHUA ASHLEY, dec'd.' and by authority of the Court of Probate for Abbeville County, I will sell at public outcry, on WEDNESDAY, the 22nd, of NOVEMBER next, at the late residence of the said Joshua Ashley, dec'd., the real estate of said deceased, comprising TWO HUNDRED and TWENTY ACRES of valuable farming lands, to be sold in two tracts.

Tract No. "1," or the Homestead Tract, containing

One Hundred and Thirteen [113] Acres,

more or less, bounded by lands of Callaham, Bryant, Brooks and others.

Tract No. "2," containing

One Hundred and Seven [107] Acres,

more or less, bounded by lands of Brooks, R. A. Haddon, A. F. Carwile and others. Plats of same exhibited on day of sale.

ALSO, at the same time and place, I will sell the PERSONAL PROPERTY of said deceased, consisting in part of Mule, Cow and Calf, Household and Kitchen Furniture, Plantation Tools, &c.

TERMS—CASH. Purchaser to pay for papers and stamps.

JAS. R. ASHLEY,
Oct. 30, 1899, tf Executor.

The State of South Carolina,

COUNTY OF ABBEVILLE.

PROBATE COURT.

In the Matter of the Estate of Joshua Ashley, Deceased.

Notice to Debtors and Creditors.

ALL persons indebted to said estate must settle without delay, and those holding claims against the estate must present them properly attested to

JAMES R. ASHLEY,
Oct. 30, 1899, tf Executor.

You Are

Preparing your lands for Wheat and Oats—Good. Be sure you plow deep, by using the "Chattanooga" or "Syracuse" turn, sub-soil and hillside plows—Better. And then put in your grain with an "Osborne" disc-harrow—Best.

Abbeville Hardware Co.

"Reliable Farm Implements."

MUTUAL

FIRE INSURANCE!

$ 425,000.

WRITE TO OR CALL on the undersigned or to the Director of your Township for any information you may desire about our plan of Insurance.

We insure your property against destruction by

FIRE, WINDSTORM OR LIGHTNING,

and do so cheaper than any Insurance Company in existence.

Remember we are prepared to prove to you that ours is the safest and cheapest plan of Insurance known.

J. R. BLAKE, Jr., Agent,
Abbeville, S. C.
J. FULLER LYON, Pres.
Abbeville, S. C.

BOARD DIRECTORS.

J. Add. Calhoun	Ninety-Six Township
S. M. Benjamin	Greenwood "
G. B. Riley	Cokesbury "
W. B. Acker	Donnalds "
M. B. Clinkscales	Due West "
T. L. Haddon	Long Cane "
J. W. Scott	Smithville "
Joseph Lake	White Hall "
J. W. Lyon	Indian Hill "
Capt. John Lyon	Cedar Spring "
W. E. Leslie	Abbeville "
Dr. J. A. Anderson	Diamond Hill "
H. A. Tennent	Lowndesville "
A. O. Grant	Magnolia "
J. B. Tarrant	Calhoun "
G. N. McKinney	Bordeaux "

Abbeville, S. C., Jan. 18, 1898.

WANTED.

OLD CAST IRON of any kind. 50 cents per hundred pounds will be paid at the shops.

W. P. BEARD,
At Chicquola Iron Works,
Oct. 17, 1899. Abbeville, S. C.

E. F. GILLIARD,

∴ TAILOR, ∴

HAS moved, and occupies the rooms up stairs in Knox's Hall, and is now prepared to do all kinds of repairing and cleaning of gentlemen's clothes on short notice. Samples of suits always on hand. Charges reasonable

FOR SALE.

I OFFER FOR SALE FIFTY ACRES OF land within the incorporate limits of the town of Abbeville. Can be divided into two tracts of twenty-five acres each. Titles perfect. Terms easy. Price low. Apply to

J. W. W. MARSHALL.
Nov. 1st, '99.

Wood Choppers

CAN FIND a job cutting eight foot cord wood by applying on the place to

MOSES TATE.
Nov. 1, 1899.

TO RENT.

TWO WOOD SHOPS and a BLACKSMITH Shop, situated across the street from Wallingford & Russell's Stables.

J. M. MARTIN,
Oct. 14, 1899. tf Cave, S. C.

ABBEVILLE HOSPITAL

H. D. REESE, SURGEON.

THE place to carry your SICK WATCHES and BROKEN CLOCKS, where they will be looked after and attended to at all hours of the day with skill and experience. No turning you away or sending Patients off to have them treated elsewhere, but I will put them going at prices to suit the times.

Wedding Presents, Clocks, ∴ :-: and JEWELRY.

Prices Down.

H. D. REESE,

THE PEOPLE'S JEWELER.

Apportionment of the Public School Fund of Abbeville County for the Year 1899-1900.

District No. of School.	Amount to be disbursed by districts for scholastic year 1899:
District No. 1	$ 212 55
District No. 2	304 95
District No. 3	642 93
District No. 4	247 88
District No. 5	105 35
District No. 6	184 90
District No. 7	431 45
District No. 8	565 78
District No. 9	685 98
District No. 10	918 05
District No. 11	763 97
District No. 12	547 55
District No. 13	694 61
District No. 14	892 70
District No. 15	528 34
District No. 16	328 95
District No. 17	465 75
District No. 18	169 65
District No. 19	495 10
District No. 20	346 55
District No. 21	893 22
District No. 22	1,301 80
District No. 23	436 78
District No. 24	249 01
District No. 25	407 50
District No. 26	249 58
District No. 27	477 31
District No. 28	371 25
District No. 29	447 50
District No. 30	318 05
District No. 31	468 16
District No. 32	283 04
District No. 33	306 10
District No. 34	215 15
District No. 35	109 76
District No. 36	167 50
District No. 37	445 78
District No. 38	976 15
District No. 39	676 20
District No. 40	277 20
District No. 41	
District No. 42	
District No. 43	416 68
District No. 44	188 12
District No. 45	215 15
	$18,379 78

The public will observe that the apportionment is very much smaller in some school districts for the present year than for the past. This is due to several causes, to wit: Some School Districts overdrew their apportionment for the previous year, and the overdraft was deducted from the present apportionment. In some districts fewer pupils have been reported, the total number of children, however, has been increased which decreased the per capita rate.

The main cause of a decrease in fund is the fact that the apportionment for last year (through an oversight) was more than the funds actually on hand. Apportionments are based not on a certainty, but necessarily on an approximation.

Respectfully,
J. S. GIBERT,
Co. Supt. of Education.

When you have flannel to buy look at Haddons.

When you need a winter wrap look at Haddons.

Why suffer, when Dr. Hill's Headache Powder will relieve you instantly. For sale by Milford & DuPre. Phone 107.

A new lot of black crepons for skirts, just received at Haddon's.

Milford & DuPre has just received the finest line of perfumery ever seen in Abbeville. Prices reasonable.

"Yacht Club" salad dressing, olives, pickles, sour and sweet, saucer catsup, the best, at Cochran's.

Oat meal, oat flakes, graham flour, etc., at Cochran's.

If you smoke or chew tobacco you will find something to suit you at Speed's.

NOTICE OF REGISTRATION.

STATE OF SOUTH CAROLINA,

ABBEVILLE COUNTY.

OFFICE OF SUPERVISORS OF REGISTRATION, ABBEVILLE COUNTY.

Abbeville, S. C., March 6, 1899.

Notice is hereby given that in accordance with an Act of the General Assembly, and in conformity with the requirements of the State Constitution, the books for the registration of all legally qualified voters, and for the issuing of transfers, ect., will be open at the office of Supervisors of Registration in the Court House, between the hour 9 o'clock a. m., and 3 o'clock p. m., on the first Monday of each month, until thirty days before the next general election.

The Board of Registration is the judge of the qualifications of all applicants for registration every male citizen of this State and of the United State, twenty-one years of age, who is not an idiot is not insane, is not a pauper supported at the public expense, and is not confined in any public prison, and who has not been convicted of burglary, arson, obtaining goods or money under false pretenses perjury, forgery, robbery, bribery, adultery wife beating, housebreaking, receiving stolen goods, breach of trust with fraudulent intent, fornication, sodomy, incest, assault with intent to ravish, miscegenation, larceny, or crimes against the election laws, and who shall have been a resident in this State two years (except ministers in charge of organized churches and teachers of public schools, and these after six months residence in the State,) a resident in the County for six months, and in polling precincy four months, and who can read any Section in the Constitution of 1895, or can understand and explain any section of said Constitution when read to him by the registration officer or officers shall be entitled to register and become an elector upon application for such registration. If any person has been convicted of any of the crimes above-mentioned, a pardon of the Governor removes the disqualification.

In case any minor who will become twenty-one years of age after the closing of the Books of Registration and before the election, and is otherwise qualified to register, makes application under oath showing he is qualified to register, the Boards shall register such applicant before the closing of the books.

Any person whose qualifications as an elector will be completed after the closing of the Registration Books but before the next election shall have the right to apply for and secure a registration certificate at any time within sixty days immediately preceding the closing of the Registration Books, upon an application under oath to the facts entitling him to such registration.

The registration of voters must be by polling precincts. There must be a Book of Registration for each polling precinct, that is for each township, or parish, or city, or town of less than five thousand inhabitants, or ward of cities of more than five thousand inhabitants. Each elector must vote in the polling precinct in which he resides. If there is more than one voting place in the polling precinct, the elector may vote at any voting place designated on the registration certificate. The Boards must designate in the registration certificate the voting place in the polling precinct at which the elector is to vote. If there is more than one voting place in the polling precincts, the Boards shall designate on the certificate the voting place selected by the elector.

J. D. CARWILE,
S. S. BOLES,
W. A. LANIER.
Board of Supervisors of Registration

Haddon's Locals.

Haddon's special sale of fur collaretts, ladies and misses jackets will continue so long as present stock lasts.

Haddon's second shipment of golf hats just received.

Haddon's second shipment of plaid dress goods just received.

Haddon's last shipment of black dress fabriques now in stock. This addition makes our stock the most complete we have ever shown.

Haddon's dress trimmings and linings will be of interest to those wanting new stuff at moderate cost.

Haddon's millinery always up to date and right in price.

Haddon's second shipment of those fine german finished outings just received.

Haddon's second shipment ladies and children's fine knit underwear just received. Pants and vests to match. Also union suits for ladies, misses and children.

Haddon's kid and fabrique gloves have merit; moderate in price.

Dr. Hill's Heachache will knock that headache into a cocked hat. For sale by Milford & DuPre. The Druggist. Phone 107.

Dr. Neuffer's Lung Tonic. For sale by Milford & DuPre. Phone 107.

Remember, Milford & DuPre delivers everything ordered from them at once. Prescriptions a specialty. Phone 107.

Milford & DuPre sells more nice soap than anybody in Abbeville. Call and inspect their line before buying. Cacti Soap a specialty.

Trunks, trunks, trunks! L. W. White has just received the largest and best stock of strunks ever offered.