

FILES THE COMPLAINT IN THE TILLMAN CASE

(Continued from page three).

sale of Whistler Etching, on information and belief	500.00
To rent from plantation for years 1904, 1905, 1906, 1907, 1908, at \$1,000 per year, on information and belief...	5,000.00
To rent from plantation, 1909, on information and belief	1,400.00
1908, to lumber, on information and belief	360.00
	\$15,905.08
By Credit.	
By amount paid on mortgage executed by Geo. C. Dugas.	500.00
By one-half costs in partition suit Pickens estate...	30.00
By one-half bill paid G. L. Penn & Son...	87.00
By building five tenant houses on place...	745.00
By straightening creek...	300.00
By repairs on dwelling, Edgewood...	300.00
By cash from rents, 1909...	500.00
By cash from rents, 1909...	20.00
By cash from rent, 1909...	350.00
Total indebtedness...	\$15,905.08
Total credits...	2,832.00

Balance due... \$13,073.08
 State of South Carolina, County of Edgefield.
 Personally appears Lucy Dugas Tillman, who on oath says that she has read the foregoing complaint and that same is true of her own knowledge except those matters stated on information and belief and as to those she believes them to be true.
 Lucy Dugas Tillman.

Sworn to before me this 7th day of November, 1910.
 Edwin H. Wells,
 Notary Public for South Carolina.

Answer.
 The defendant herein for answer to the complaint of the above named plaintiff shows unto the court and alleges:

1. That all of the allegations of the said complaints which are not herein-after specifically admitted are denied.
 2. That the allegation of paragraph 1 is admitted and so much of paragraph 4 as alleges a demand on this defendant for payment and his refusal.

3. That the allegations of fact in paragraphs 2 and 3 are incorrect and plaintiff's mistake in her allegations of fact therein contained, and also so much of paragraph 4 as alleges any amount due and owing by this defendant to said plaintiff.

4. That defendant, further answering the said complaint, and by way of defense thereto alleges: That heretofore, on the 29th day of December, 1903, this defendant and plaintiff were married and thereafter continued to live together as man and wife until the day of November, 1908, when certain differences arose which brought about a temporary separation and they lived apart until during the month of January, 1909, when a reconciliation was had and they again lived together from February, 1909, until November, 1909, when a separation again occurred, which exists at the present time. That during their married life they had born to them two children, both of whom are now living with their mother, the plaintiff herein.

5. As a further defense of the whole cause of action defendant alleges: That immediately upon the marriage of plaintiff and defendant plaintiff turned over to this defendant as her husband, all her property and affairs to be managed by him to the best of his judgment and ability for their mutual benefit.

(B) That the plaintiff, his said wife, was the owner of a certain tract of land near town of Edgefield, which had on account of inattention become badly dilapidated and had very little rental value and yielded annually to her only about \$250 from all sources.

(C) That defendant at once undertook to improve and build up the said place and gave it considerable time and attention with this in view and expended thereon large sums of money in building and repairing houses, fences and otherwise building up and improving the said place, so that as a result of his said labors, efforts and expenditures in this behalf the said plantation now yields a revenue of about four times as much as it did originally.

6. That said improvements and expenditures were made from moneys received from his said wife from time to time and proceeds of the place and from his own individual funds, and in addition to these items of expenditure the defendant paid insurance on the buildings and taxes on the property and generally paid all items and amounts of every kind incurred in reference to the said plantation and other property of his said wife, and farmed a portion of said lands himself, and during each year paid out large sums of money to laborers who were engaged therein during the said time.
 7. That plaintiff never required and

never intended that any account should be kept by this defendant, her said husband, of the money and funds which came into his hands from her property or the funds expended thereon by this defendant from that source and from his own private funds and no accurate account in detail was kept, it being the intention and purpose of both parties that the funds should be used for the mutual benefit of defendant and plaintiff and their said children as a family and they were so used and expended. That she knew that no account was being kept and that the funds were being expended by both herself and the defendant without any account being kept and for the mutual benefit of both parties, which was authorized by her and acquiesced in by her. That large sums of money received from her property and from her said plantation were expended by the plaintiff for her own personal comfort and pleasure and in addition thereto other large sums of money from time to time were furnished her by this defendant from his own private funds. That this defendant also expended during the said time on himself and on his wife and children a considerable amount of money. That during said time he received an annual salary of some \$2,000, and in addition to this other sums that he made from time to time, all of which was expended by defendant and his said wife during their married life on the said place and for their own personal comfort and pleasure, no account of which was kept or attempted to be kept. That during the said period of time mentioned hereinabove this defendant, as near as he can estimate it, spent some \$10,000 or more of his own private funds as alleged hereinabove.

8. That this defendant has not now nor since the separation of himself and wife, nor at the time thereof, had any sum or amount whatever of the funds received from his said wife or her property. That he received the said funds solely on account of the marital relationship and without any intention on the part of either himself or his said wife that he should ever be called upon or required to account therefor or any part thereof to her or anyone else. That the relation of debtor and creditor never existed between himself and his said wife in the matters set out herein.

9. That during the entire married life of plaintiff and defendant when they lived together as man and wife, as hereinabove alleged, this defendant was the sole manager of the property of himself and wife, claiming and using the profits of the place and the property as his own for the joint support of himself and his said wife, spending the same as he pleased and as unto him seemed best for their said joint benefit, and that the plaintiff herein, his said wife, was at all times cognizant thereof and permitted, authorized and ratified the same and did not any time object thereto.

He therefore prays that the complaint be dismissed with costs.

Grier & Park,
 Defendant's Attorneys.

STATEMENT.

Of the condition of the Farmers' and Merchants Bank, located at Little Mountain, S. C., at the close of business December 1, 1910:

Resources.	
Loans and discounts	\$38,528.23
Overdrafts	123.62
Bonds and stocks owned by the bank	2,500.00
Banking house	1,506.93
Furniture and fixtures	1,467.75
Due from banks and bankers	17,260.90
Currency	1,698.00
Gold	110.00
Silver and other minor coin	184.55
Checks and cash items	30.40
Total	\$63,410.38
Liabilities.	
Capital stock paid in	\$11,887.50
Surplus fund	1,877.50
Undivided profits, less current expenses and taxes paid	1,050.33
Individual deposits subject to check	37,427.95
Time certificates of deposit	11,167.10
Total	\$63,410.38

State of South Carolina, County of Newberry—ss.

Before me came W. A. Counts, cashier of the above named bank, who, being duly sworn, says that the above and foregoing statement is a true condition of said bank, as shown by the books of said bank.
 W. A. Counts.
 Sworn to and subscribed before me this 3rd day of December, 1910.
 J. B. Addy,
 Notary Public for S. C.

Correct Attest:
 J. M. Sease,
 J. B. Derrick,
 J. H. Wise,
 Directors.

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NOTICE.
 Applications for the position of Superintendent of the County Poor House Farm and of County Physician for the year 1911 are solicited. File with the clerk by December 1, 1910. For information as to salaries, etc., call at the Supervisor's office.
 L. I. Feagle,
 Supervisor.
 H. C. Holloway,
 Clerk.

NOTICE TO CREDITORS.
 All persons holding claims or demands against the estate of Mary M. Humbert, deceased, are hereby notified to present same duly attested to John M. Kinard or to our attorneys, Messrs. Hunt, Hunt & Hunter, on or before the 27th day of December, 1910.
 John M. Kinard,
 James P. Kinard,
 Executors of the last will and testament of Mary M. Humbert, deceased.
 11-22-4t-11aw.

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Schedule in effect October 6, 1910. Subject to change without notice. Schedules indicated are not guaranteed:

A. C. L.	52.	53.
Lv. Charleston...	6.10am	10.00pm
Lv. Sumter.....	9.41am	6.20pm
C. N. & L.		
Lv. Columbia....	11.15am	4.55pm
Lv. Prosperity...	12.42pm	3.34pm
Lv. Newberry...	12.56pm	3.20pm
Lv. Clinton.....	1.50pm	2.35pm
Lv. Laurens.....	2.35pm	2.12pm
C. & W. C.		
Ar. Greenville...	4.90pm	12.20pm
Ar. Spartanburg...	4.05pm	12.20pm
S. A. L.		
Ar. Abbeville...	3.55pm	1.02pm
Ar. Greenwood...	3.27pm	1.33pm
Ar. Athens.....	6.05pm	10.39am
Ar. Atlanta.....	8.45pm	8.00am
A. C. L.		
Lv. Columbia....	5.00pm	11.15am
Lv. Prosperity...	6.26pm	9.50am
Lv. Newberry...	6.44pm	9.32am
Lv. Clinton.....	7.35pm	8.44am
Lv. Laurens...	7.55pm	8.20am
C. & W. C.		
Ar. Greenville...	9.20pm	7.00am
S. A. L.		
Ar. Greenwood...	2.28am	2.38am
Ar. Abbeville....	2.56am	2.08am
Ar. Athens.....	5.04am	11.59pm
Ar. Atlanta.....	7.15am	9.55pm
Nos. 52 and 53 arrive and depart from Union Station, Columbia, daily, and run through between Charleston and Greenville.		
Nos. 54 and 55 arrive and depart Gervais street, Columbia, daily, except Sunday, and run through between Columbia and Greenville.		
For information ask agents or write, W. J. Craig, P. T. M., Wilmington, N. C. I. F. Livingston, S. A., Columbia, S. C.		

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