

THE WINCHESTER NEWS

Last Edition

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SCORES PAYNE TARIFF ACT

Congressman James Eloquently Appeals to Voters to Send Byrd to Congress.

The meeting Friday afternoon at the Courthouse was an enthusiastic one. The big Congressman from the First District held the attention of his audience till the end. The News report closed before the end of the speech. Congressman James further said in part:

"I am in favor of the election of Senators by the popular vote of the people and then we can weed out a lot of the men who are robbing the people.

"You know that Roosevelt recently went into a aeroplane and I believe the reason he did was to see just how high the Republicans had raised the tariff. The tariff on calico was 35 cents now it is 55 cents and other cotton goods have been raised almost as much and some more. John Langley voted for these schedules. I voted against them for the interest of the people. I can go back to my people and ask them to send me back to Congress but I cannot see how Mr. Langley can.

"Gus Willson promised the people that he would not pardon the murderers of Gov. Goebel, but what did he do, pardoned Caleb Powers. It is one of the most scandalous things that will ever go down in history.

"This tariff has almost ruined the United States. Do you know why the Republican party uses the emblem of the old log cabin? It is because they have driven more people to live in log cabins than anything else. Did you know when you come to trusts and monopolies that the tariff is the mother of them? When a man in the mountains distills a little liquor the strong arm of the government reaches out and gets him or if some one steals a postal card. But it has let the large trusts who are robbing the people go unpunished. It has also prosecuted the farmers who have been fighting the tobacco trusts. It has also prosecuted the laborers of the country and says that labor unions are in violation of the anti-trust law.

"Think of a government spending one billion and ninety million dollars in one year to run the government. More than you can sell the entire crop of wheat raised in the United States for. This must be stopped.

"I want to appeal to you people to elect an honest upright citizen of the United States in every sense. I want you to go to the polls and vote for A. Floyd Byrd. I am for an income tax. Democracy went through the wilderness fighting for it. It is now coming to the light. Equal rights to all people, special privileges to none."

COMMON LOT OF TOBACCO

Is Offered on the Breaks at Lexington and Prices Friday Range Very Low.

LEXINGTON, Ky., Oct. 28.—With a very common lot of tobacco on the market Friday, prices were in keeping with the grades offered, the bulk of it going at 7 to 10 cents. Some went as high as 17 cents, but prices better than 10 or 11 cents were comparatively few.

Only about 30,000 pounds were sold and the American Tobacco Company took the bulk of that, though the independent buyers went a little stronger than they did on Wednesday and Thursday.

There has been considerable objection by the buyers to the wet tobacco that many of the farmers have been bringing out the early market and public announcement was made of this Friday morning at the close of the sale at the Farmers' warehouse, when after the buyers had objected to some tobacco that had apparently been allowed to stand under a leak in the barn or else had been sprinkled in order to bring it into case. W. A. Leas, of the Farmers' warehouse, made a short talk advising the farmers against such practice and showing them wherein they hurt themselves by doing it, and explained that he buyers were pro-

testing strongly against such tobacco, as most of them could not use it.

The lowest price of the season so far was paid Friday morning when some very inferior trash, that was good for little more than fertilizer, was sold for two cents a pound.

Sales were held at the Lexington, Shelburne, Farmers and Growers houses, but all the sales were small.

At the Lexington house 10,220 pounds were sold at prices ranging from 6.50 to 17 cents; at the Shelburne about 6,000 pounds were sold at 5 1/4 to 16.5; cents at the Farmers house 5,000 pounds were sold at prices ranging from 4 to 15.75 and at the Growers house 9,500 pounds were sold, the prices on all except three baskets of an exceptionally bad crop, ranging from 6 to 16 1/4 cents. The three baskets of very low grade trash were sold at 2, 2.9 and 2.8 cents.

There will be no sales on the loose leaf market here Saturday, it being customary to have no auctions on that day. The next sale will be held Monday.

GIVES REASONS FOR REFUSAL

Clark County Construction Company Files Statement With County Judge Evans.

The Clark County Construction Company filed Friday afternoon with Judge Evans its statement of the reasons for abandoning work on the county roads and why it considered that the county had violated the contract.

Mr. D. S. Gay, the president in speaking of their statement, said: "It is up to the people now. They want good roads, they are the one primarily interested. If they allow the same old gang to run things as formerly, the roads will be in the same old condition.

"Judge Evans and his friends have had a machine here for years. They have paid political debts with the roads; they have used the roads to influence elections. They do not want the money spent to the best advantage as it would be done by building pikes with modern machinery. They want the old hand system, breaking rock and spreading it.

"They cannot forgive the Construction Company for convicting them of doing business in violation of law. They resented at the time and they still resent the idea that we had the nerve to appeal to the courts to have road work done in the legal way.

"The County Judge and Road Supervisor have usurped the province of the Fiscal Court. They prepared specifications which no other Fiscal Court ever presented and made them as indefinite as possible in order that the Construction Company would be at their mercy if they got any of the contracts.

"But we believe the people are with us in our fight. We have equipped a modern plant. We are better prepared than any other company in Kentucky to build good roads and we believe the business men and the farmers of this city and county will insist that the roads be managed in a business like way and that they be no longer the tail of a political kite."

The following is the statement of the company:

Winchester, Ky., Oct. 28th, 1910.

Gentlemen:—In response to the invitation to attend your meeting Friday, the 28th inst., presumably to have us state more fully the reasons for our notification to the county that it has broken its contract with us and that we would not do any more work upon the pikes, we are of opinion that a verbal wrangle would be useless and that a deliberate statement in writing of our position would be more satisfactory to all parties.

We can say in a nutshell that the controlling facts, which have been the source of all the trouble, are, in our opinion, the disappointment of the County Judge and Road Supervisor that we succeeded by a law suit in forcing the public letting of the roads, their further disappointment that we were given any contracts, and their consequent determination to either force us to abandon the contract, or to lose money on it, so that neither we, nor any other Construction Company, would ever dare bid another year, and thus the construction and repair of the roads would fall back into the realm of political jobbery from which a wise law of the State has attempted to rescue them.

We do not impute any bad faith to the individual members of the Fiscal Court, but do insist that this court has left this matter entirely in the hands of the County Judge and the Road Supervisor, and has not itself as a court taken an active part in this matter, and has not assumed the control of the whole business of building and keeping in repair all the county roads through a road committee, as is done in other counties in which the roads are kept in repair by taxation. You have seen fit to delegate all these duties to your County Judge and Road Supervisor.

It would consume too much of your time to ask you to consider all the obstacles we have had to meet, or all the acts of injustice to which we have had to submit in our earnest endeavor to faithfully carry out our contract and give to this county the better roads to which it is entitled in this day of material advancement in all other avenues of comfort and convenience in living.

When this contract was awarded us we added an expensive hauling outfit of a traction engine and cars and have made in all an investment of sixty thousand dollars (\$60,000.00) in our plant, with the expectation of getting our share of the business of making modern up-to-date roads provided, of course, we could do it at less cost than if done in other methods or by other persons.

The following are some of the matters of which we complain:

1. Before the contracts were let we asked that some approximate information be given us as to the places where the Supervisor would require the stone put, but in the presence of the County Judge, declined to set it out by sections in the advertisement, as is customary elsewhere, or to give us any verbal information on the subject.

As hauling is one of the large items of expense in furnishing stone it will be seen that this course was unjust to the bidders and detrimental to the interest of the county in securing bids, as they had to be made in the dark.

2. As soon as the contract was let, and after the time for advertising had passed so that another bidder could not be had, the Supervisor announced that we would not be permitted to fill our contract by furnishing stone from our quarry. He knew that we were expecting to use this quarry and yet he never objected nor when it was accepted and the contract was made. This action held us up until the court could be called together to consider the question. We appealed to the Fiscal Court and this court showed its fairness and justice in setting aside the objections of these officials and in directing that our stone be accepted, under our contract.

3. We proceeded then promptly with the work and just previous to finishing the work on the McClure pike we were informed by the County's Weigher that he had been instructed by the Supervisor not to weigh the smaller portions of stone, that serve to fill crevices and make the top dressing. We were astounded to learn then for the first time that the County Judge and Supervisor construed the contract to mean that this portion of the stone was to be furnished free, though it was clean hard limestone that passed through a two and a half-inch ring which was the only specification of the contract. It sells everywhere or the market for the same, or a larger price, than the other stone, it costs the same to crush and haul it and it constitutes nearly one-fourth of the stone which we were required to furnish. We insisted, and still insist that the language of the contract admits of no such construction, but assuming that it is ambiguous, a majority of the members of this court—Squires, Dooley, Dykes, Swope and True—stated frankly that it was their understanding that the screenings were to be paid for, and they were really the ones who made the contract for the county, as they were the four who voted to accept our bid. The three members of our company stated the same understanding, so that, regardless of the technical interpretation of the contract itself, which was signed by our president without submitting it to his counsel and while hurrying to a train, it was manifest that if their construction was proper it was a clear mistake which business men would promptly correct.

The court, however, was mistakenly advised that they had no power to correct, though a majority thought it should be corrected, and hence we were, after another considerable delay, foredoomed to bring suit to construe the contract, and if held to be ambiguous, to correct it by making it

clear that we were to be paid for the screenings. In the suit which was filed the four magistrates above named have testified under oath that they understood and intended the contract to mean that we should be paid for the screenings. The suit has not been decided and they are still holding our money.

4. We resumed work without waiting for the decision of the court, but were again met with what we considered an unjust and arbitrary action under the contract, namely, we were required on the Lexington pike, the first of the main pikes, to haul seventy per cent of the material to the two miles on the far end near the Fayette county line with only a few rock scattered over the rest of the pike. So on the Iron Works pike we were not allowed to furnish any stone closer than two and a half miles of Winchester, while the far end of this pike, where there was plenty of stone and we purposed putting our portable crusher, they took away from us entirely.

5. When we purchased the hauling outfit, which was another manifest disappointment to your officials who knew that at the price we were doing the work we could not haul by wagons without losing money, other obstacles arose: the County Judge and Supervisor did their best to get prominent men to protest to this court that the use of this hauling machinery was injurious to the roads but this was abandoned when nearly all who were approached stated that it was a benefit instead. It cannot be claimed that there was any impropriety in our using this heavy machinery for the contract required us to roll the pikes, and the weight of the roller is greater per square foot of surface than any of the other machinery.

6. The county then delayed us time and again in fixing the bridges so that we could haul over them.

The numerous delays which have been caused by your officials have been and are extremely costly to us as we were compelled to pay our men and hold them in readiness to do the work of the county which we had undertaken. The many ways in which we have been mistreated and impeded when small when viewed singly, but when taken collectively are extremely important to us and vital to our contracts.

7. Upon the Wades Mill pike it became very material to us to know approximately where the stone was to be placed as we expected to use a portable crusher and haul the rock with teams. We accordingly in writing asked the Supervisor and the County Judge to indicate approximately what quantities would be needed on the various portions of that pike, which for convenience we divided into four specified sections. This both of them refused to do. Mr. Haggard says in the public press that he went over the road and told Mr. Hodgkin where this rock was to be placed and that he agreed to come again when our crusher was set; but that is just what we feared, that he would then require it hauled to the furthest point from the crusher. If he wanted to give us this information, why should he object to giving us the approximate requirements in writing and before we located our crusher, for his verbal suggestions were too indefinite to be of service and besides they were subject to change at any time. His unexplained failure to give us this information showed conclusively that his only purpose in withholding this information was to require us to haul the bulk of the material the greatest possible distance as he had done on all other roads repaired by us.

Under a fair and reasonable interpretation of our contract we were entitled to this information and could not in justice to ourselves go on without it, hence, after heretofore enduring everything in order to carry out the contract, we gave notice that for this and other breaches by the county we would go no further with it.

It is claimed by the officials that we are only quitting because we cannot comply with the contract by December 1st, the date fixed. Our contract calls for about ten thousand dollars (\$10,000) worth of material. We have furnished over six thousand (\$6,000) of this, including the extras, and but for the obstacles and obstructions which we have met at the hands of your officials we could easily have finished all the work within the time fixed.

The roads of the county are, financially speaking, as important to the city as to the county in promoting the exchange of business between the two; for the standpoint of personal comfort they are, of course, more important to the farmers. It is henceforth up to the people

ROYAL PAIR ARE THREATEND

Anarchist Says He Will Throw Bomb to Kill Emperor William and the Empress.

BRUSSELS, Oct. 29.—Extraordinary precautions were taken Thursday night to protect Emperor William and Empress Auguste Victoria when they left this city for Berlin because of a letter threatening His Majesty which was received at the royal palace.

The letter was signed by a "Military Brussels anarchist," and read: "Since no one has had the courage to blow up the German autocrat I have decided to throw the bomb." Efforts of the authorities to arrest the writer were fruitless.

All windows of the house overlooking the streets through which the royal party passed from the palace to the railway station were ordered closed temporarily and the station itself was packed with troops. The railway line for a considerable distance out of the city was guarded.

BIG SUIT FOR MANY MILLIONS

Court of Appeals of Illinois Takes Rap at Back Taxes From Illinois Central Railroad.

SPRINGFIELD, Ill., Oct. 29.—The Illinois Central Railroad Company, sued by the State for back taxes tentatively placed at fifteen million dollars was defeated in the preliminary hearing of the case by a decision of the Supreme Court Friday.

The effect of the decision is to send the case back to the Circuit Court of La Salle county for a hearing on its merits. It is the contention of Governor Deneen that for 33 years the railroad has been "milking" the State through its system of accounting for gross earnings on which it is required under its charter to pay 7 per cent to the State in lieu of other taxes.

The suit was filed by the Attorney General early in 1907 following a message of Governor Deneen to the Legislature in which it was asserted the railroad had so manipulated its account as to credit the millions of its earnings to lines not chartered in Illinois and hence not subject to the 7 per cent tax appropriation made by the legislature to defray the expenses of the accounting.

This accounting swells the amount which the Governor has estimated to be due the State for five million to fifteen million dollars.

When the State filed its bill in the La Salle county Circuit Court three years ago, the railroad entered a demurrer and also demurred to appeal bill filed later by the State.

The Circuit Court sustained the demurrers, issuing a decree dismissing the complaint from this decree. The state appealed and Friday's decision indicates that a Supreme Court find the complaint sufficiently tenable on its face to warrant a trial on its merits.

FIRST ANNUAL CORN EXHIBIT

Mr. George D. Karsner, of Fayette County, is Appointed Judge, By Executive Committee.

Mr. George D. Karsner, who formerly resided in this county, but now of Fayette, has been appointed corn judge by the executive committee of the Kentucky Corn Growers' Association. The first annual corn show will be held in Lexington from January 3 to 6th.

To say whether they will have their roads, for which such a large part of their taxes are devoted, cared for according to the old and illegal method, or according to the new, which the other up-to-date counties of the State are now enjoying.

Very respectfully,
C. C. C. C.
By David S. Gay, President.

PRINCIPALITY IS AT STAKE

Title to More Than 2,000,000 Acres of Kentucky Lands At Stake in Supreme Court.

WASHINGTON, Oct. 29.—An empire larger than the entire State of Delaware or the Island of Porto Rico lying in Kentucky, is the prize at stake Friday in the Supreme Court of the United States.

The presentation of the controversy to the Supreme Court in oral arguments will reveal an unusual story in the western advance of American civilization.

Owing to the carelessness with which Virginia is said to have issued grants just after the Revolutionary war to unserved and little known lands in what is now Eastern Kentucky, the greatest confusion has resulted at to the true owners of the land in twenty eastern counties of that Commonwealth.

To add to this confusion it is said that Kentucky did little better than her mother State of Virginia in the first years of her history. As a result additional "blanket" grants made by the State are now challenged.

In all, about two million five hundred thousand acres of land are said to lie under the doubtful title of these "blanket" grants. Of this amount, the Eastern Kentucky coal land corporation of which C. B. Hillhouse, is recredited with being the chief stock owner, claims title to half a million acres. On the other hand three thousand citizens of the State of Kentucky have entered these lands. Claimants under "blanket" grants call them "squatters." Attorney General Breathitt of Kentucky has appeared in the Supreme Court to assert in defense of their claim to the title that they are people who built up the State and erected the Commonwealth with its courthouse and school houses, its municipalities and internal improvements. They have for years, the Attorney General said in his brief filed with the Court, paid taxes on the land while a search of the records, where such information would be found, he says, shows, the sum total of all taxes paid by the claimants under the Virginia grants in litigation since the organization of Kentucky in 1792 to the present time, does not exceed \$75.

Recent legislation in Kentucky resulted in decisions by the State courts which practically took away any title which the claimants under the "blanket" grants might have had. These claimants now come to the Supreme Court in a final appeal, denouncing the legislation as a "spoliation" and "lawless confiscation revolutionary and subversive of all constitutional and orderly government."

On the background of legal contest are many stories of conflict and suffering resulting from the confusion of ownership.

DR. MILLER IS LAID TO REST

Funeral Services Conducted at the Grave By Dr. J. L. Weber, of Jackson, Tenn.

The remains of Dr. W. Miller were laid to rest in the Winchester cemetery Saturday morning. The remains were taken from the Brown-Proctor Hotel at 10 o'clock to the cemetery followed by a large number of his friends. The services were conducted at the grave by Dr. J. L. Weber, of Jackson, Tenn., and the Elks Lodge of which he was a member. Following were the pall-bearers: Active—W. H. Garner, J. C. Robinson, J. W. Poynter, A. R. Sphar, J. D. Simpson and O. S. Johnson. Honorary—Dr. Geo. O. Graves, B. F. Johnson, B. F. Curtis, Marcus Bean, A. Hood Hampton, J. W. Chambers and Elder J. W. Harding.

SELLS HIS FARM.
Mr. W. B. Wills has sold his farm near Thompson Station to Shields Campton for \$34,000, possession given March 1.

TOD LATE TO CLASSIFY
FOR RENT—New, modern house, furnished, No. 354 Boone avenue, from December 1st to May 1st. W. H. French.
10-29-31.

TO PREACH FOR NEW BAPTISTS

Services Will Be Conducted at the Courthouse on Sunday Morning and Night.

Rev. Mr. Hobbs, of Mt. Sterling will preach for the new Baptist church at the Courthouse Sunday morning at 11 o'clock and Sunday night at 7 o'clock. Sunday school services will be held at 9:30 o'clock at the courthouse.

LOUISVILLE PRICES HIGHER

LOUISVILLE, Ky., Oct. 29.—With the close of sales of the week on the local auction breaks Friday afternoon, figures were given out by the Louisville Leaf Tobacco Exchange showing that Louisville is in no danger of losing its distinction as the largest tobacco market in the world. Old Burley, color smokers, strippers, cutters and natural leaf fillers were fully one-half cent higher. The highest price realized on the offerings of the pool was \$19.25, this price being brought by a hoghead of good color tobacco.

The American Tobacco Company took a leading part in the bidding and bought heavily of the offerings, especially of the better grades. Offerings of new burley continued of poor quality and in poor condition. However, there were a few hogheads of color grades which met with a good demand and desirable leaf sold fairly well, but low grades were lower.

NO SALE HELD AT CINCINNATI

CINCINNATI, O., Oct. 29.—There were no sales of pooled burley tobacco Friday, but more of the 1909 crop will be offered on the local breaks Saturday.

COLLECTION FOR ORPHANS' SCHOOL

Friday, November 7, is Set Apart For Purpose of Taking Subscriptions in County Schools.

On Friday, November 7th, the schools in the county will make a subscription of the orphan school at Louisville. This day has been set apart for this purpose and the superintendent will request that some form of entertainment be arranged and trusts that a nice collection can be taken.

TEACHERS OF 2ND DISTRICT

Hold Interesting Session at Wades Mill Schoolhouse. Mrs. Fannie Tanner is in Charge.

The meeting of the Teachers' Association of Educational District No. 2 at the Wades Mill schoolhouse Friday was one of the best that has been held this season. Mrs. Fannie Tanner, vice president, presided over the meeting. Dr. A. F. Goodwin delivered the welcome address, which was responded to by County Superintendent J. E. Lanter. Following was the program:

Welcome Address—Dr. A. F. Goodwin.
Response—J. E. Lanter.
"Primary Reading"—Miss Clemma Anderson.
"Responsibility of the Teacher"—Miss Della Roland.
"Sanitary Conditions"—Miss Maud Craig.
"Can We Grade Our Rural Schools?"—Mrs. Hubbard.
"Supplementary Work"—Miss Fannie Clark.
"Importance of Mental Arithmetic"—Mrs. Fannie Tanner.
"Relative Importance of Language and Technical Grammar"—Miss Sarah Clark.
"Spelling Match"—Miss Armina Sewell.
"Devotional Exercises"—Miss Hannah Hodgkin.

As a writer of fiction, the man who gets out the weather reports easily distances all competitors.