

# The Laurens Advertiser.

PART TWO; PAGES NINE TO TWELVE

VOLUME XXV.

LAURENS, SOUTH CAROLINA, WEDNESDAY, DECEMBER 1, 1909.

NUMBER 18

## THE WASH HUNTER RECEIVER CASE AGAIN BEFORE THE STATE COURTS

By Order of the Supreme Court, the Civil Suit, Involving the Receivership of Defendant's Property, is Remanded to the Circuit Court.

The supreme court has affirmed with modifications, the judgment of the circuit court in appointing a receiver for the property of G. Wash Hunter. The appellant was convicted of the killing of J. Elbert Copeland in Laurens county and sentenced to a term of eight years in the State penitentiary, but his case has been appealed to the United States supreme court in the criminal action.

In the civil suit Hunter is given permission to move before the circuit court for the removal of the present receiver and the appointment of a disinterested person in his stead. The appointment of a receiver by an order from the circuit court grew out of a suit brought by the Virginia-Carolina Chemical company for an indebtedness of \$1,428.

Hunter's case has been up and down in the courts for several years. He was tried for murder in Laurens county and the case was finally moved to Greenwood, where he was convicted of manslaughter and received a sentence of eight years. The State supreme court overruled his appeal for a new trial and the case was then appealed to the United States supreme court. All of these court proceedings were expensive and it appears from the statement of the case by Associate Justice Woods, that Hunter's creditors feared that he would not have the money to pay them, and they applied for a receiver.

The planting season has come around again and no doubt Hunter and his creditors would like to make arrangements for next year. The decision of the supreme court permits Hunter to apply to the circuit court for a change of receiver. The case may be in litigation even longer.

The following is the opinion in part: "This is an appeal from an order appointing a receiver of the property of G. Wash Hunter, at the instance of the plaintiffs, bringing the suit for themselves and all other creditors who may come in and contribute to the expenses of the action. The question is, whether the complaint and the affidavits on the part of the plaintiff and the defendants presented such a case to the circuit judge, as warranted the appointment of a receiver either under the assignment act of this State or on the general principles of law as to fraud. These stated in short are the allegations of facts made in the complaint:

"Indebtedness by Hunter to the plaintiff of \$1,428.50, and interest represented by two notes, dated 27th April 1908, and 23rd July, 1908, due 15th November, 1908, which Hunter refused to pay; indebtedness to other unsecured creditors named, amounting to \$5,200, and large indebtedness to other persons; the execution by Hunter of mortgages to his sister, Mrs. Evans, which was alleged to be without adequate consideration and void under the statute of Elizabeth and under the assignment act as follows: for \$8,000 on 625 acres of land, dated 18th October, 1907, and recorded 25th October, 1907; for \$2,000 on 170 acres of land, dated 19th November, 1907, and withheld from record until 10th November, 1908; for \$1,250 on 800 acres of land, dated 6th November, 1908, recorded 10th November, 1908; the execution of a mortgage to Cole L. Blease for \$1,600 on 800 acres of land 14th November, 1908, alleged to be invalid as a preference under the assignment act; Hunter's disposition of 'the greater portion' of a large crop made on the land covered by the mortgages, and his failure to apply the proceeds to the payment of debts made in the production of the crop, and his placing the proceeds entirely beyond the reach of creditors; the claim by Hunter that he had transferred all his live stock to his sister, Mrs. Evans, and the entire want of consideration of such transfer; a statement by Hunter that he has no money derived from his crop or otherwise, and no property from which his creditors can collect their debts, and that he is totally insolvent; Hunter's failure while refusing to pay his debts to give any account of the disposition of the proceeds of his crop of the year 1908; the actual insolvency of Hunter, if the mortgages of his land and the transfer of his live stock are allowed

to stand; the conviction of Hunter of manslaughter, his sentence of eight years to the penitentiary, and his design to reduce all his assets to cash and leave the state for parts unknown in case his appeal should fail; the purpose of Hunter to place other liens on this property in fraud of the rights of creditors; the great value and high state of cultivation of the lands, and the apprehension of the plaintiff that the lands and other property will fall under the management of Mrs. Evans and that she will use them for the benefit of Hunter without regard to the rights of creditors.

"In the verification made by James M. Blair, agent of plaintiff, it is said that all the allegations contained in the complaint are made on information and belief, except the allegations of the incorporation of the plaintiff and the indebtedness of the defendant to the plaintiff. The complaint is silent as to the sources and character of the information from which affiant's belief is derived; but the verification contains this statement on the subject: 'that the source of information and grounds of belief upon which the other allegations of the complaint are made are information derived from the clerk's office at Laurens and correspondence of the said defendant, G. Wash Hunter, and the statements made to deponent by the said defendant, G. Wash Hunter, personally, in a conversation recently had with said defendant about this debt.'

"There is nothing to show that any information was derived from the clerk's office, except the fact of the recording of the several mortgages set out; the contents of the letters of the defendant are not stated and the nature of the conversation between the affiant and Hunter is not disclosed. Hence we think it is true, as contended by counsel for appellants that if we look to the complaint alone sufficient facts are not brought before the court from which the court could reach its own conclusions that the inferences and conclusions stated in the complaint were well founded. There are, however, statements of fact in the separate affidavits submitted, tending to support the charges set out in the complaint.

"We have set out the showing on each side with some fullness because the case involves not only a serious issue to the parties, but also an important principle of law relating to the appointment of receivers. In addition to providing for special conditions in which receivers may be appointed, section 265 of the code of procedure gives the old practice the force of a statute by the enactment that a receiver may be appointed 'in such other cases as are now provided by law, or may be in accordance with the existing practice, except as otherwise provided in this code of procedure.' The first inquiry is, whether the record shows a case warranting the appointment of a receiver, under the general jurisdiction and practice of the court of equity aside from the special provisions of the code of procedure and the assignment act. The taking of property from the hands of owners and placing it in the hands of a receiver has been always regarded by the courts a severe remedy to be applied with great caution, and the statute of 1901 expressly provides for appeal from an interlocutory order for the appointment of a receiver.

**The Court's Conclusion.**

"When a business man, merchant or manufacturer or farmer, disposes of large resources and then, professing to have nothing, leaves his debts unpaid, and sets his creditors at arm's length by refusing to give any account of his property or to take any interest in the satisfaction of their claims, the court is warranted in drawing the inference that there has been a fraudulent disposition of the property. Thus it seems to us on the facts here. They may all be explained away, and the defendant Hunter may on the trial exculpate himself entirely. All that we hold now is that a prima facie case of fraudulent disposition was presented to the circuit judge, warranting the appointment of a receiver. This conclusion makes it unnecessary to discuss the assignment act.

"By the last exception the defendants complain that the circuit judge erred in appointing 'the agent of the plaintiff as receiver, and in not allowing and receiving any showing from the defendants-appellants as to who should be appointed such receiver.' The rule is that the court ought to appoint a receiver entirely impartial. There may be cases requiring a departure from this rule, but we do not think this is one of them. Nothing is alleged against the personal character or fitness of Huff, who was appointed receiver, but he was one of the agents of the plaintiff actively pressing its claims against the defendant Hunter and seeking the appointment of a receiver of his property. No special fitness or peculiar circumstances are shown which might justify the appointment of one so closely connected with one of the parties in interest. For these reasons, the present receiver should be removed if the defendants should be advised it is to their interest that some other person should be appointed in his stead. It may be well to say that of course no action of the present receiver which was proper for a receiver to take would be invalidated by the change.

"The judgment of the circuit court is affirmed with leave to the defendant to move before the court for the removal of the present receiver and the appointment of a disinterested person in his stead."

### THE CASE OF BIGHAM.

Georgia Newspaper's View of the Georgetown Affair.

A short time ago in one of the lower counties of South Carolina two men were tried for the killing of a woman who was the wife of one of these men. Investigating a noise they heard out of doors the two men discovered a figure in the dark which retreated before them, and on the suggestion of one of these men the other fired at the retreating figure, and brought it down. It proved to be the wife of his friend who had urged him to shoot, and the shot proved fatal.

The parties were all of high social standing and there were peculiar circumstances about the killing which were not unraveled at the trial. But the guilt of these two men was proven as to these facts of the killing, and they were convicted of criminal carelessness. A sentence of three years and six months in the penitentiary was pronounced upon each of them.

Notice of an appeal for a new trial was given, and as is usual in such cases the prisoners were let out on bond pending this appeal. The judge fixed the bond at \$1,500. The time allowed by the law for the filing of the papers in the appeal case passed without such papers being presented which lapsed their right of appeal and made the sentence of the court stand. And then it was found that one of these convicts, the husband of the woman who had been killed had absconded himself. His friend and partner in crime was taken in custody to begin the service of his prison term, but the man who had given the order which resulted in the killing of his wife had jumped his bail and was nowhere to be found.

His mother was his bondsman, and the prisoner's escape by this forfeiting of his bond was not unexpected. The Columbia State, speaking of this case, says that the news of Bigham's jumping his small bond is not in the least surprising to it. Nor is it to any one who will think a minute. As The State says, "a dollar and twenty cents a day is not much to be paid by a doctor to keep out of the penitentiary, particularly when his family has means to do the paying. Every day in Columbia negroes pay at the rate of one dollar a day to keep off the chaingang. When the bond was announced we feared South Carolina would lose Bigham's medical services on the State farm. Who believes that justice is done by the payment of that bond, and the escape from other punishment? Echo answers "Who?" The Augusta Herald.

**Alone in Saw Mill at Midnight.**

unmindful of dampness, drafts, storms or cold. W. J. Atkins worked as Night Watchman, at Banner Springs, Tenn. Such exposure gave him a severe cold that settled on his lungs. At last he had to give up work. He tried many remedies but all failed till he used Dr. King's New Discovery. "After using one bottle" he writes, "I went back to work as well as ever." Severe Colds, Stomach Coughs, Inflamed Throats and sore lungs, Hemorrhages, Croup and Whooping Cough get quick relief and prompt cure from this glorious medicine. 50c and \$1.00. Trial bottle free, guaranteed by Laurens Drug Co. & Palmetto Drug Co.

### PRINCETON OBSERVED THE DAY.

Two Recent Marriages—New Resident Physician Expected.

Princeton, Nov. 27.—Thanksgiving was observed to a certain extent in our town. Schools were closed and Prof. Cork and Miss Arnold left for their respective homes to be with home folks.

Mr. and Mrs. T. H. Carter spent Thanksgiving in Home Path as guests of Mrs. J. E. Allen.

Mr. and Mrs. Charlie Taylor of Laurens spent the holiday with Mr. John Taylor.

There were two marriages at the Methodist parsonage recently, Rev. Mr. Speer officiating.

On Nov. 14, Mr. Stanley Raines and Miss Mamie Whitt and on Nov. 21, Mr. B. Harvey and Mrs. Chapman.

Mr. G. H. Ridgeway has moved in the Allen house.

One still hear rumors of the railroad and we hope to get it in the near future.

Our town is progressing. Some improvements are going on.

Messrs. W. M. Woods and W. H. Carter are remodeling their residences.

Dr. Britt of Troy may locate here for the practice of his profession.

Miss Pearl McCuen entertained a few of her girl friends Friday evening.

Messrs. Thomas Freeman and Robert Ridgeway have gone to Clemson to spend a few days with the former's brother H. A. Freeman.

Mr. Herring, an aged citizen of this section died suddenly Thursday morning. He leaves a wife and one daughter.

### \$50 For Transporting.

John Gary, a negro railroad hand, pleaded guilty in the mayor's court Saturday to the charge of transporting whiskey and was sentenced to serve a 30 day's sentence on the county chain gang or pay a fine of \$50. Gary was arrested Friday night by Special Constable Sullivan.

## ONLY ONE.

The Record in Laurens Is a Unique One.

If the reader has a "bad back" or any kidney ailment and is looking for relief and cure, better depend on the only remedy endorsed by people you know, Doan's Kidney Pills relieve quickly—cure permanently. Laurens citizens testify to this. Here is a case of it:

W. C. Eichelberger, 115 W. Main St., Laurens, S. C., says: "I shall always be glad to say a good word for Doan's Kidney Pills, as they proved of great benefit to me several times being obliged to lay off from work on account of it. There was also a dull, heavy ache across my loins and when I caught cold it always settled in my kidneys, greatly increasing my suffering. The kidney secretions were too frequent in passage and on this account I was obliged to arise several times at night. After trying numerous remedies without benefit, I was led to use Doan's Kidney Pills, by reading of the cures which they were performing. I procured a box at the Palmetto Drug Co. and began using them. They acted very satisfactorily in my case and I did not have to take them long before a complete cure resulted. I advise anyone having kidney trouble in any form to give this remedy a thorough trial."

For sale by all dealers. Price 50 cents. Foster-Milburn Co., Buffalo, New York, sole agents for the United States.

Remember the name—Doan's—and take no other.

### Trespass Notice.

All persons are hereby forbidden under penalty to trespass or to hunt on the lands of the undersigned, the same having been duly posted.

M. T. Simpson,  
E. G. Davenport,  
L. E. Davenport,  
Taylor Grant,  
E. W. Pinson,  
M. E. Pinson.

Cross Hill, S. C.

**Citation for Letters of Administration.**

The State of South Carolina, County of Laurens,  
By O. G. Thompson, Probate Judge:  
Whereas, C. W. Garrett made suit to me, to grant him letters of Administration of the estate and effects of W. H. Garrett;

These are therefore, to cite and admonish all and singular the kindred and creditors of the said W. H. Garrett, deceased, that they be and appear before me in the Court of Probate, to be held at Laurens C. H., S. C., on the 9th day of December, 1909, next, after publication hereof, at 11 o'clock in the forenoon, to show cause, if any they have, why said Administration should not be granted.

Given under my hand this 29th day of November, Anno Domini 1909.

O. G. THOMPSON,  
J. P. L. C.

See our display of Fancy China, consisting of a beautiful line to select from.

S. M. & E. H. Wilkes & Co.

## Real Estate Offerings

209 acres of land six miles of Laurens, known as the Jerry farm; has good dwellings and outbuildings; well supplied with tenant houses; has fine pasture. This farm is nicely located and is in state of cultivation well adapted for grain and cotton; price \$7,000; terms made easy; will also sell the stock consisting of mules, cattle, and farming tools at reduced price to any persons desiring to purchase this farm.

83 acres of land close to Beulah Church on the dividing line of Greenville and Laurens with an eight room dwelling, one tenant house, also good out buildings and fine pasture. This place is known as the Thaddeus Bahb homestead; Price \$33 1/3 per acre; terms made easy.

102 1/2 acres of land near Warrior creek church with five room cottage two tenant houses and fine pasture. This is a fine farm nicely located and well improved; price \$35 per acre. Terms made easy.

One lot on Main street, close to the Public square; six room, modern dwelling; water, lights and sewerage. A nice home. Price \$5,000.

246 acres of land in Dial's township, known as the Capt. Switzer place; six room cottage, 2 tenant houses, fine barn and outbuildings. Price \$20 acre.

92 1/2 acres land near Tumbling Shoals; bounded by lands of W. D. and J. G. Sullivan; 8 room dwelling; good outbuildings. Price \$22.50 per acre.

323 acres land, bounded by lands of Daniel South, Davis land, Miss West and others, known as the Cullen Lark homestead, 7 room dwelling and 3 tenant houses. Prices made right. Terms easy.

71 acres on Reedy River, bounded by lands of James Downey, Will Caldwell and others. With tenant house, Price, \$20 per acre. Terms made easy.

2 1/2 acres of land, 6 room cottage nicely located in the town of Gray Court, with one of the finest wells of water in town. Price, \$2,300.

8 room dwelling, on Centennial St., Clinton, S. C., with 81 hundredths of an acre of land, known as the Griffin place. Price, \$1,000.

50 acres of land in Fountain Inn, nicely located; price, \$2,500.

325 acres land 4 miles of Cross Hill, known as the old Campbell place. Price \$15 per acre. Easy terms.

59 acres of land in town of Lanford, with tenant house, at \$50.00 per acre.

200 acres of land near Durbin Creek church, bounded by lands of W. T. Parks and Laurens White; 3 tenant houses, well tharbered, good state of cultivation. Price \$30.00 per acre.

3 acres of land in the town of Whitnire, S. C., nicely situated, suitable for dwelling lots. Price, \$1,000.

150 acres land, one-half mile of Dial church, with a handsome dwelling, 3 tenant houses and good outbuildings. Come quick if you want this place. Price \$50 per acre.

52 acres of land just outside of the corporate limits of the town of Gray Court, with one tenant house. Price \$50 per acre.

Two acre lot in the town of Gray Court, with 7 room dwelling, nicely located. Price \$2,500.

167 acres of land bounded by lands M. H. Holder, W. D. Abercrombie, and others; 8 room dwelling, 3 tenant houses, good barn and out-buildings. Price \$25.00 per acre. Terms: \$1,000 cash, remainder in five equal instalments.

175 acres known as old Goodgyn place, has 8 room dwelling, 3 tenant houses, fine corn mill in good running order with 75 horse water power. Price \$1,500. Terms made easy.

65 acres of land, with dwelling, good barn and out-buildings, near Owings. Price \$3,500; terms made easy.

144 acres bounded by lands of Jeff Davis and Herbert Martin; 3 good tenant houses, and good barn. Price \$50 per acre.

100 acres of land, with five room dwelling, 3-room tenant house, good out buildings, near Hickory Tavern, Sullivan township. Price \$15.00 per acre.

117 acres of land near Gray Court, bounded by lands of E. T. Shell, W. E. Gray; seven room cottage, fine barn and outbuildings and fine pasture. Price \$60 per acre.

80 acres of land in one mile of the town of Gray Court, with two dwellings. Price \$40 per acre.

348 acres of land near Rabun Creek church, 8-room dwelling, three tenant houses. Price \$32.50 per acre.

60 acres in Dial township, bounded by lands of Pink Hellams, Lady Bolt and R. C. Wallace. Price \$1,300.

140 acres bounded by lands of Y. C. Hellams and Mitchell Owens, in 3 miles of Laurens; 2 dwellings and out buildings. Price \$35 per acre.

2 acres in town of Gray Court; nice building site. Price \$500.00.

127 acres land in Sullivan township, 9 room dwelling, good out buildings, 1 tenant house. Price \$30 per acre.

100 acres of land in Youngs township, 11 room dwelling, two tenant houses, good barn. Price \$2,250.

547 acres land 4 miles of Laurens, bounded by lands Mrs. Burgess, Bob Brown, Jno. Madden and others; 6 tenant houses; 7 horse farm in cultivation. Will be cut into lots of 100 acres each. Price \$20 per acre.

## J. N. Leak

Real Estate, Stocks and Bonds. Gray Court, S. C.

## Worn Women

Women, worn and tired from overwork, need a tonic. That feeling of weakness or helplessness will not leave you of itself. You should take Wine of Cardui, that effectual remedy for the ailments and weaknesses of women. Thousands of women have tried Cardui and write enthusiastically of the great benefit it has been to them. Try it—don't experiment—use this reliable, oft-tried medicine.

# TAKE CARDUI

The Woman's Tonic

Mrs. Rena Hare, of Pierce, Fla., tried Cardui and afterward wrote: "I was a sufferer from all sorts of female trouble, had pain in my side and legs, could not sleep, had shortness of breath. I suffered for years, until my husband insisted on my trying Cardui. The first bottle gave me relief and now I am almost well." Try Cardui. 'Twill help you.

AT ALL DRUG STORES