

THE WEATHER: Showers tonight; clear and cooler Saturday.

NINETY-FIRST ANNIVERSARY  
TO BE OBSERVED AT THE  
EPISCOPAL CHURCHSpecial Services to Be Held. Rev. J. H. Crosby of  
Aurora to Preach at Evening Services.

The ninety-first anniversary of the organization of the parish of St. Peter's Episcopal Church will be observed tomorrow.

Morning prayer will be followed by a sermon by the rector, reminiscent in character. He will tell of some of the early struggles that the church had and of the work which it has been able to do here. Holy Communion will be administered after the sermon.

Rev. John H. Crosby, rector of the Chapel of the Cross in Aurora, will preach at evening services.

The collection at the morning service will be taken for the erection of a parish house. All members of the congregation are requested to be present and to contribute, either in money or by pledge, the amount they will be able to give.

Rev. N. Harding will have been pastor of the Episcopal Church forty years next September.

## REGARDING FOURTH

CLASS POSTOFFICES.

By Congressman Clyde H. Tamm. Washington, D. C.—The mail of nearly every member of Congress is being clogged with requests for information relative to the filling of fourth-class postoffices. Here is the information most sought:

Q. What was the Taft order pertaining to fourth class postmasters? A. It was an executive order made on October 15, 1912, placing all fourth class postmasters under Civil Service without an examination.

Q. What was the effect of this order? A. It meant each fourth class postmaster in the United States then in office would hold his office indefinitely regardless of his fitness or qualifications, vacancies of course to be filled based on a competitive examination.

Q. Wherein was this order unfair? A. It put postmasters under Civil Service who had received their appointment by virtue of political considerations and took no account of merit whatsoever.

Q. What is the "Wilson Way"? A. President Wilson, on May 7, 1913, issued an executive order, amending the Taft order, which provides that in all fourth class postoffices where the compensation is \$180 per year or over, there shall be held an open competitive examination by the Civil Service Commission, the result of which shall be certified by the commission to the Postmaster General. The Postmaster General shall appoint one of the three receiving the highest rating.

Q. How are they appointed when the compensation is under \$180? A. By the Postmaster General based upon a report made by a postoffice inspector.

Q. Who holds these examinations? A. Local examining boards are appointed by the Civil Service Commission to conduct the examination.

Q. When will these examinations be held? A. It is impossible to tell at this time, but will be held as soon as the Department can take care of the work, and as the needs of the service require.

Q. Where are examinations held? A. At the most convenient point.

Q. How does one make application for examination? A. After an examination is announced the applicant secures, upon request, at the local postoffice, form 1753, which is the proper blank to be filled out and which contains full information pertaining to the examination.

Q. What is the nature of the examination? A. It covers elementary arithmetic, penmanship, letter writing, copying tests, together with statement as to facilities for transacting the business of the office.

Q. How can one get more complete information pertaining to this matter? A. By writing to the "CIVIL SERVICE COMMISSION, WASHINGTON, D. C.," asking for copies of forms 1753 and 1759, which contain instructions to applicants and rules and regulations governing appointments, or by writing your member of Congress.

## MCNINCH HEARS THAT

GOV. CRAIG MAY RUN.

Says Numerous People Have Mentioned the Governor as Possible Candidate for Senator. (By Parker R. Anderson.)

Washington.—"I have heard a great many people in North Carolina speak of Governor Craig as a possible candidate for the United States Senate to succeed Senator Lee S. Overman," said E. R. McNinch of Charlotte, who is here attending to legal business before the interstate commerce commission. "Whether the governor really enters the race or not, I should think, would depend upon what success he has in securing better freight rates in the state. Should the governor and E. J. Justice be successful in their efforts along this line and decide to run for the Senate, there are a mighty heap of people who would vote for either one of them."

Mr. McNinch said he did not know that Governor Craig would run. His information was obtained from numerous sources, mostly among merchants and shippers of freight, who are talking the governor for the senatorial toga now held by the junior senator. Mr. McNinch does not believe, however, that it will be an easy matter to defeat Mr. Overman.

## FIRST METHODIST CHURCH SUN-

DAY SERVICES.

The new hour for Sunday school is 9:45 a. m.

At 11 o'clock, the pastor, himself a teacher for more than eight years and Sunday school superintendent for three years, is to preach a special sermon to the children and young people generally, though all are invited. Parents are kindly requested to bring their children out and to seat them well to the front. The Lord Jesus says: "Suffer the little children to come unto me, and forbid them not: for of such is the kingdom of God."

Subject of children's sermon, How to Know a Child.

At 3 p. m. the subject of the pastor's discourse will be Christ's Call. Strangers, whether visitors or traveling men, are assured of a most cordial greeting.

"I was glad when they said unto me, Let us go into the house of the Lord. Our feet shall stand within the gates, O Jerusalem. . . . Because of the house of the Lord our feet shall stand within the gates."

## MARRIAGE LICENSES

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The following licenses have been issued within the past week at the Court House:

May 15—Otis Winsted and Blanche Waters of Bunyan, Ala. Minor and Susan Pike of Edward.

May 17—Odie Moore of Chocowinity and Edith Hodges of Washington.

May 20—Dan Clark and Bessie Bowen of Behaven. John Whitehurst and Sallie Ann Carter of Bonneton.

## BRIDGE PARTY THIS MORNING.

A bridge party was given in honor of Mrs. Danford E. Taylor of Scotland Neck this morning by her sister, Miss Winifred Nicholson. Among those who were present were Messrs. George Hackney, Frank Bowles, John Gorham, J. Isanogile, Tom Clark, Caleb Bell, N. L. Simmons, June Grimes, B. G. Moss, Louis Mann, Claude Casper, Harry McKul-lan and Mrs. Fisher of Norfolk. A very enjoyable time was spent. Delicious refreshments were served after a series of interesting games.

John A. Tucker, manager of the Louisville Hotel, begs to say to the good people of Washington and Beaufort County that he will again, for the seventh season, operate The Virginia Bay Hotel at Ocean View, Va., the season opening June 15th, and to assure them of his personal effort to make their stay all that could be reasonably desired. See ad in another column.

STREETS WASHED  
WITH WHISKEY

Chief of Police Howard Floods Market Street With "Joyful Juice."

Those who happened to be in the vicinity of the city hall this morning may have seen a man in uniform marching down the steps, stop at the edge of the sidewalk and pour something into the gutter. The man was Chief of Police Howard; the "something" was about two gallons of whiskey which had been confiscated by the court. Judge Windley ordered the liquor to be thrown away and it fell upon the chief to carry out his wishes.

Two colored gentlemen happened to be passing at about that time. "M-u-m-m! But dat smells good, don't it?" said one.

"Yes, sah!" said the other. "Let's stand here awhile and smell it!"

## THE WRONG "BRIDGES."

In the account of the Recorder's Court proceedings of Thursday, we mentioned the fact that W. B. Bridges had been found guilty of violating the city ordinance and had been fined \$4.35. We wish to announce that this was not W. B. Bridges, who is employed in the store of W. A. Scott, but was a negro who happens to be also named Bridges.

## MISS HARDING RETURNS FROM GOLDSBORO.

Miss Rena Hoyt Harding returned this morning from Goldsboro, where she attended the Council of the Episcopal church and represented the Junior Auxiliary of St. Peter's parish. She reports a most enthusiastic meeting of the women of the diocese and adds that Miss Venetia Cox of Winterville has offered herself as a candidate for training for work in the foreign field.

## "ROMEO AND JULIET."

At the Lyric Theatre Monday Night. One of the best feature pictures ever seen in Washington, will be shown at the Lyric Theatre Monday night. The management has secured the two reel film "Romeo and Juliet," which represents the scene of high class art in motion pictures. The film is hand colored and contains many beautiful and wonderful effects. It will be shown for only one night. The admission for this occasion will be ten and twenty cents.

## MARRIED.

Mann-Howard.

Earl Lawrence Mann and Miss Mary Thomas Howard, daughter of Mr. and Mrs. Thomas Pasteur Howard, were married Thursday morning at Richmond, Va. The bride is well known in Washington. The couple will make their home at 401 W. 31st street at South Richmond, Va.

## UNCALLED FOR LETTERS.

List of letters remaining uncalled for in this office for the week ending May 17th, 1913:

Men—A. L. Ariz, Joe Bright, E. D. Connell, Chas. R. Dean, Franklin H. Hoyt, J. E. Hocut, Isaac R. Little, Joe W. Latham, T. B. Phillips, Geo. Reede, Harvey Woodard, William Wagner, E. D. White, Frank Williams.

Women—Miss Reiner Capps, Miss Maggie Canton, Miss Louisa Johnson, Mrs. Alina Kenner, illegible.

These letters will be sent to the dead letter office May 26th, 1913, if not delivered before. In calling for the above, please say "advertised" giving date of lat.

HUGH PAUL, P. M.

## MAY 24 IN HISTORY.

1818—General Jackson captured Pensacola, Fla.

1819—Queen Victoria born.

1833—First National Temperance Congress met in Philadelphia.

1861—First advance of the Federals into Virginia.

1862—Federals burn Austin, Miss.

1866—Grand review of Gen. Sherman's army at Washington.

1879—Warner silver bill passed the House.

1883—New York and Brooklyn bridge opened.

1893—Battleship Oregon completed famous trip around the world.

1912—Negro uprising against Cuban government broke out.

ATTEMPT IN A DE  
TO SET FIRE  
TO BUILDINGBLAZE DISCOVERED IN THE  
STORE BELONGING TO A. J.  
COX & CO. ON MARKET ST.

## LITTLE DAMAGE DONE

Blaze Was Discovered Before Much Damage Could Be Done. Wm. Latham, Colored, Confessed to Having Done the Deed.

An attempt was made to burn the store belonging to A. J. Cox & Co. at 138 S. Market street last night.

Mr. Cox had left the store at 7 o'clock, but returned again within an hour. As he entered the building he smelled something burning, but could see nothing. He searched everywhere and finally, happening to open the rear door, saw a bundle of straw and rags, which had been stuffed through a hole and been set on fire. He hastily put out the blaze before much damage could be done.

Mr. Cox this morning had William Latham, a colored man, arrested. When charged with the deed, Latham admitted that he tried to burn the building. His case was continued over until Monday.

Mr. Cox said that he suspected Latham at once. He had been employed in the store for a few days, but lately had been hanging around the building a good deal. He was sitting at the front of the store when Mr. Cox left for home at 7 o'clock.

## CIVIL COURT MONDAY

Three Weeks Term to Commence Next Week. Judge Whedbee of Greenville to Preside.

The regular term of the Civil Court of Beaufort County will commence Monday morning at the Court House in this city. Judge Whedbee of Greenville will be the presiding judge. The term will last for three weeks.

A number of important cases are on the docket besides a host of other cases of lesser weight and importance.

## THEY SHOULD WORRY.

Atlantic City Teachers Place a Ban on Slang Phrase.

Atlantic City, N. J.—The high school faculty has placed a ban on the use of the slang phrase "I should worry."

Principal Henry F. Miller overheard a pupil say "Now I lay me down to sleep, I pray the Lord my soul to keep; if I should die before I wake, I should worry," and was horrified.

Notices have been posted that suspension will follow any future use of the phrase in this way.

Whiting and Harry McInenney left yesterday for Ocracoke, where they will spend the summer.

## The Professional

## Shopper.

There are in New York and other large cities smart, up-and-doing women who are pers.

They know where the best values may be found in every conceivable article of apparel or adornment for man, woman and child.

The one great source of their information is the daily advertising news contained in The Daily News and other papers of quality.

These professional shoppers are employed by people who have not the time or ability to do their own shopping.

But we know it to be a fact that hundreds of women do their own shopping with equal skill and far greater satisfaction—simply because they are energetic enough to do what the professional shopper does.

Keep posted.

W. Scott Frizzle has returned from Greensboro.

RECORDER TRIES  
SIX CASESTWO CASES OF RETAILING  
BROUGHT BEFORE HIM THIS  
MORNING.

Two Were Also Charged With Having More Than Two Gallons of Liquor in Their Possession. One Case of Assault and One of Arson.

Several more cases of retailing and keeping liquor were brought before the Recorder's Court this morning.

Della Clark, colored, was found guilty of having more than two gallons of whiskey. She was found guilty and was fined \$25. She has not as yet paid her fine and is in the county jail.

Chester Bland of Washington township was found guilty of assaulting a man and was fined \$10 and costs.

The case against Isaac Alligood, who was charged with having more than two gallons of whiskey in his possession, was continued over until Monday.

The case against Noah Dunn, who was charged with retailing liquor, was also continued over until Monday's session of the court.

James Ellis, colored, was brought before the court. He was also charged with retailing liquor. The case took no pros with leave.

The case against William Latham, colored, who attempted to burn the store of A. J. Cox last night, was continued until Monday.

## AMENDMENTS TO THE CONSTITUTION ARE RECOMMENDED.

Greensboro.—The sub-committee relating to local legislative matters of the state constitutional amendment commission met here Thursday afternoon.

The committee agreed to recommend an amendment concerning the power of the legislature to pass local private bills, naming specifically a great many such matters, following the rule in the state constitution of Virginia, Missouri, California, etc. This is the bill presented by State Senator Ivie.

They also agreed to recommend that the governor be given the veto power, requiring such to be exercised within two days after ratification of a bill and prohibiting the legislature from ratifying a bill within two days of final adjournment.

The bill to change the present term of legislators from two years to four years was unanimously approved.

The bill to give legislators \$600 for the two years of office was disapproved.

Dr. Alexander offered an amendment to increase the present per diem of \$4 per day for sixty days of service to \$6. This provoked much discussion and disagreement.

Most of the members were opposed to any proposition of increase in pay.

It was finally determined to report this to the full committee without prejudice.

The Justice bill to provide for the initiative and referendum was apparently secure of recommendation, until Representative Haymore, the Republican member, objected to "snap judgment."

In deference to his wishes, the committee at 7 o'clock took a recess until 8:30 to further consider the proposed amendment.

It was eleven o'clock before the sub-committee finally adopted by a vote of 5 to 1, the initiative and referendum principle. Representative Haymore making a tremendous fight against it.

Monday the sub-committee on taxation and revenue, of the constitution, meets here.

## FOWLE MEMORIAL HOSPITAL

## NEWS.

Mrs. Paris, who is an inmate in the hospital, is doing nicely.

Mrs. Swanner of this city, who has been in the hospital for several days, returned to her home yesterday.

Archie Clark of Wilson returned to his home yesterday.

Mr. Katz, another of the inmates in the hospital, is regaining his health rapidly and expects to leave within a few days.

Miss Bush, one of the nurses of the hospital staff, returned from a case in Williamston yesterday.

W. Scott Frizzle has returned from Greensboro.

## POPULAR TALKS ON LAW

## CONTRACTS: ENFORCEABLE AND UNENFORCEABLE.

By Walter K. Towers, D., of the Michigan Bar.

When, in the life, you arrive at a business agreement, you expect to carry out your part, and expect that the other party will carry out his. Almost invariably, in the ordinary agreements that are regularly arrived at, each of you promises to give something or to forego in return for what the other is to do under the agreement. He is to mow your lawn; you are to give him fifty cents. He is to rent your house paying you twenty dollars a month; you are to furnish him with the use of that house. There is mutually of obligation, and thus the difficult question of the consideration so necessary to contracts does not arise.

You have agreed definitely enough with your neighbor that he is to have the trees now growing in your acre woodlot, and he is to pay you a hundred dollars therefor, the trees to become his property as they stand. Each of you is to give something, so there is consideration. You do not want litigation to arise from this agreement; you do not want, or expect, to go to court to have it enforced, else you would not have entered into it—for the unprofitability of "buying a law suit" is proverbial. But you do want to have the agreement in such form that, if disagreement should arise you would be able to enforce your rights. You may not be able to "lick" Neighbor Jones; and, even if you can, that would only involve you in an action for assault and battery. You want the contract in such form that if you must assert your rights you will have them in a form which the law—the procedure provided for the enforcement of rights—will recognize.

Probably the principal reason why the average man finds his contracts unenforceable is because of the lack of the written evidence which the law requires in certain classes of cases. In the case of the sale of the standing timber the law of most states requires that it be evidenced by a writing signed by the party against whom it is to be enforced, otherwise the courts would not enforce it. A statement of the principles which determine in what form a contract must be evidenced to be valid may not possess the interest attaching to other branches of the law, but they are of the utmost practical importance to the average individual in the guidance of the business affairs of everyday life.

There are probably no two sections of written law which possess the practical importance, or have had the far-reaching influence of the 4th and 17th sections of the Statute of Frauds, enacted by the English Parliament in 1676. These provisions have been re-enacted by the legislatures of the various states in but slightly varying form, and the principles are firmly embodied in our law and are set down to guide all of us in the formation of our contractual agreements. Every student of the law memorizes these provisions.

What is known as the 4th section specifies certain classes of contracts which must be evidenced by a signed writing if they are to be enforceable. The first of these is an agreement by an executor or administrator to answer damages out of his own estate. Of course, one holding such a position is not personally bound to pay the debts of the deceased out of his own pocket; but if he does so agree, it must be in writing, if he is to be bound by his promise.

The next class of agreements covered are those "to answer for the debt, default or miscarriage of another." If some third party suffers under an existing, or contemplates a future, liability and you agree with his creditor to make it good for him, that agreement must be evidenced by a writing signed by you if you are to be bound by it. Suppose John Sims comes to you tells you he has no money, and must have a pair of shoes, and you agree to see that he gets them at the store. You go with him to the storekeeper and say, "Let Sims have a pair of shoes. I will see you paid." By this statement you have become directly and personally liable and it is not within the statute. But if you say, "Let Sims have a pair of shoes. If he doesn't pay you I will"; then this is a contract to answer and there must be some written memorandum signed by you if the agreement is to be enforceable.

One of the most important of the provisions is that any contract or sale of lands, or any interest in or concerning land, must be evidenced by a signed writing. This is the provision that requires that a contract with reference to standing timber be in writing for it is with reference to realty. So, too, contracts to buy land, or for mineral rights are within this provision and must be in writing. It is to be noticed that if the contract calls for the delivery of timber or of coal from the lands of the owner by the owner, that is not within this provision, since he himself is to cut or mine it, thus severing it from the land so that it loses its character as realty. But if he sells coal or oil as it lies beneath his farm the contract must be in writing. The same applies to all leases, except short term leases, which are excepted in most of the states.

Of if a contract is not to be performed within a year from the making thereof it must be evidenced by writing to be enforceable. This applies only to contracts which cannot be performed within a year. Thus leases for a period of over a year, contracts to work for over a year, etc., must be in writing. But if you agree to support Sam Allison for the rest of his life, that contract is not within the statute for, though Sam is but twenty years old and in good health, he may die within a year and thus the contract be performed. True if you hired Sam Allison to work for you for a year and a half he might die and that would end the matter but it would not be a performance of the contract as would the other.

The seventeenth section provides that contracts for the sales of goods, wares and merchandise for the price of \$50, or over, shall not be good unless there is written evidence signed by the party to be charged, or part delivery and acceptance, or part payment. The amount below which the statute does not apply is varied by the statutes in the various American states which have re-enacted this provision in varying forms.

It is to be noticed that the contract is to be the agreement, not the writing. The writing is merely evidence of the contract. It may be made at any time after the contract has been agreed upon, up to the time of suit. The writing need not be a formal document to comply with this statute. Any note or memorandum is sufficient so long as it contains all the parties, the subject matter, the material terms, as the names of consideration given, etc. There may be several papers, as a series of letters or telegrams, so long as they are consistent and connected. The necessary signature of the party to be charged may appear at any point, and may be affixed either by the party himself or his authorized agent. Thus at an auction the auctioneer is the agent of both parties and if his memo contains the essential terms his entry of the names of the parties will amount to the necessary signature and complete the required writing.

The law of some states requires that some contracts be under seal as well as in writing. In many states seals have been abolished. In all states the tendency is to lessen their effect. The principal reason that makes the seal of comparatively little import is that it is required only on the most important and formal of contracts, as deeds. The printed forms provided for these instruments include a seal; and further, these are instruments of an importance that requires the services of a competent attorney who is familiar with the requirements of the particular state and will see to it that the necessary formalities are complied with. The simple legal scroll (L.S.) has now been generally substituted for the more formal wax seal. Seals, used where not necessary, are merely superfluous.

It should be remembered that all contracts need not be in writing. The general rule is that if no statute requires that the particular kind of contract be in writing it need not be, and so contracts other than those specified in the statutes may be oral. Of course, even though no writing be required, prudent men frequently draw their contracts in writing that the evidence may be preserved in more permanent and indisputable form should trouble arise. If the matter is of considerable importance, better embody the terms in a letter addressed to the other party, sign it, keep a copy, and see that he replies over his signature accepting the proposal and terms.

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