

## Lodge Reservations To League Pact

The following are the reservations adopted by the foreign relations committee of the Senate to the league pact. Most all of these reservations were approved by the Senate, but a two-thirds majority of the Senators refused to vote for the ratification of the peace treaty with these reservations written into it, and it, therefore, failed of passage.

We print these reservations here that our readers may read them and pass judgment upon them. We suggest that our readers might read the original pact as it was handed the Senate by President Wilson, copy of which was printed in last week's Times, and then read into it these reservations. We believe when you have so read the pact, with and without the reservations, that you will be obliged to agree with us that, if the pact is ever adopted, it should contain all, or practically all of these reservations.

Here are the reservations:

**First**  
The reservations and understandings adopted by the Senate are to be made a part and a condition of the resolution of ratification, which ratification is not to take effect or bind the United States until the said reservations and understandings adopted by the Senate have been accepted by an exchange of notes as a part and condition of said resolution of ratification by at least three of the four principal allied and associated powers, to wit, Great Britain, France, Italy and Japan.

**Second**  
The United States so understands and construes article 1 that in case of notice of withdrawal from the league of nations, as provided in said article, the United States shall be the sole judge as to whether all its international obligations and all its obligations under the said covenant have been fulfilled, and notice of withdrawal by the United States may be given by a concurrent resolution of the Congress of the United States.

**Third**  
The United States assumes no obligation to preserve the territorial integrity or political independence of any other country or to interfere in controversies between nations—whether members of the league or not—under the provisions of article 10, or to employ the military or naval forces of the United States under any article of the treaty for any purpose, unless in any particular case the Congress, which, under the Constitution, has the sole power to declare war or authorize the employment of military or naval forces of the United States, shall by act or joint resolution so provide.

**Fourth**  
No mandate shall be accepted by the United States under article 22, Part I, or any other provision of the treaty of peace with Germany, except by action of the Congress of the United States.

**Fifth**  
The United States reserves to itself exclusively the right to decide what questions are within its domestic jurisdiction and declares that all domestic and political questions relating wholly or in part to its internal affairs, including immigration, labor, coast-wise traffic, the traffic, commerce, the suppression of traffic in women and children, and in opium and other dangerous drugs, and all other domestic questions, are solely within the jurisdiction of the United States and are not under this treaty to be submitted in any way either to arbitration or to the consideration of the council or of the assembly of the league of nations, or any agency thereof, or to the decision or recommendation of any other power.

**Sixth**  
The United States will not submit to arbitration or to inquiry by the assembly or by the council of the league of nations, provided for in said treaty of peace, any questions which, in the judgment of the United States, depend upon or relate to its long-established policy commonly known as the Monroe Doctrine; said doctrine is to be interpreted by the United States alone and is hereby declared to be wholly outside the jurisdiction of the league of nations or any agency thereof, or to the decision or recommendation of any other power.

the said treaty of peace with Germany.

**Seventh**  
The United States withholds its assent to article 156, 157 and 158 and reserves full liberty of action with respect to any controversy which may arise under said articles between the Republic of China and the Empire of Japan.

**Eighth**  
The Congress of the United States will provide by law for the appointment of the representatives of the United States in the assembly and the council of the league of nations and may, in its discretion, provide for the participation of the United States in any commission, committee, tribunal, court, council, or conference, or in the selection of any members thereof, and for the appointment of members of said commissions, committees, tribunals, courts, councils or conferences, or any other representatives under the treaty of peace, or in carrying out its provisions, and until such participation and appointment have been so provided for and the powers and duties of such representatives have been defined by law, no person shall represent the United States under either said league of nations or the treaty of peace with Germany or be authorized to perform any act for or on behalf of the United States thereunder, and no citizen of the United States shall be selected or appointed as a member of said commissions, committees, tribunals, courts, councils, or conferences, except with the approval of the Senate of the United States.

**Ninth**  
The United States understands that the reparation commission will regulate or interfere with exports from the United States to Germany, or from Germany to the United States, only when the United States by act or joint resolution of Congress approves such regulation or interference.

**Tenth**  
The United States shall not be obligated to contribute to any expenses of the league of nations, or of the secretariat, or of any commission, or committee, or conference, or other agency, organized under the league of nations or under the treaty or for the purpose of carrying out the treaty provisions, unless and until an appropriation of funds available for such expenses shall have been made by the Congress of the United States.

**Eleventh**  
If the United States shall at any time adopt any plan for the limitation of armaments proposed by the council of the league of nations under the provisions of articles 8, it reserves the right to increase such armaments without the consent of the council whenever the United States is threatened with invasion or engaged in war.

**Twelfth**  
The United States reserves the right to permit, in its discretion, the nationals of a covenant-breaking state, as defined in article 16 of the covenant of the league of nations, residing within the United States or in countries other than that violating said articles 16, to continue their commercial, financial and personal relations with the nationals of the United States.

**Thirteenth**  
Nothing in articles 296, 297, or in any of the annexes thereto or in any other article, section, or annex of the treaty of peace with Germany shall, as against citizens of the United States, be taken to mean any confirmation, ratification or approval of any act otherwise illegal or in contravention of the rights of citizens of the United States.

**Fourteenth**  
The United States declines to accept as trustee or in her own right any interest in or any responsibility for the government or disposition of the overseas possessions of Germany, her rights and titles to which Germany renounces to the principal allied and associated powers under articles 119 to 127, inclusive.

**Fifteenth**  
The United States reserves to itself exclusively the right to decide what questions affect its honor or its vital interests and declares that such questions are not under this treaty to be submitted in any way either to arbitration or to the consideration of

## MERCHANTS SAY, POULTRY AND DAIRYING SHOP EARLY

The merchants of Hendersonville have asked us to say to the public to do your shopping early for the holidays and not wait to join the throng of the last-minute shoppers. This request should be heeded by all who expect to have a part in the Christmas buying. In the rush of the holiday trade the pleasure of buying and selling goods alike is gone when the trading has to be done in a limited time in order to take care of other waiting customers.

Early buying will be a favor both to the merchants and to the shoppers.

### THE REVOLVING XMAS TREE

C. F. Bland is the first to catch the spirit of the holiday display in a really, truly "rigged-up" well-laden Christmas tree which he has placed in the show-window in front of his store. The tree is fixed on a pivot at the base and fastened at the top so it will revolve. The base of the tree is connected by the proper "gearing" to an electric motor, and you're mistaken if you think that tree doesn't turn around and in doing so attracts the attention of the passing crowds.

### DANA FAIR NOTICE

I wish to announce to the premium winners at the Dana Community Fair that the prize money from the state has not yet arrived. Premiums will be paid when it comes. Look for the notice.

VICTOR J. GARVIN.

A turkey dinner was given Tuesday, Dec. 2, at the home of Rev. and Mrs. W. A. Morris on Crab Creek street. Those present were Mr. and Mrs. Medlin and son, of Oline. Mrs. Orr and daughter, Miss Nellie; Mrs. Shipman and two daughters; Messrs. Manning and Herbert Morris.

If money is a filthy lucre it hardly remains long enough in the pocket to contaminate it.

## JAMES D. DAVIS, WELL-KNOWN CITIZEN DEAD

James D. Davis was stricken with paralysis on Wednesday of last week and died Friday afternoon at his home two miles west of the city. Mr. Davis was born and raised in this county and had lived here all his life. He was 64 years old at the time of his death, and was one of the best known and highly esteemed citizens of the county, and his many friends were shocked and grieved to hear of his death. He was a man of high character and possessed splendid business qualifications. He conducted a mercantile business in this city for several years and received a liberal share of the patronage of the people of Hendersonville and surrounding country.

In his early life, Mr. Davis worked quite a bit at the printers' trade, and from time to time during the past thirty years he was employed by the publishers of The Times, who always recognized him as a valuable man in the shop. A few years ago he and C. B. Eaves engaged in the printing and publishing business here under the firm name of Davis & Eaves. They published The Visitor and did a general job printing business in connection therewith. A year or two ago they sold their printing plant and business to Noah Hollowell, present owner and publisher of The Hendersonville News. Since that time the deceased has resided at his home in the country a short distance west of the city.

The deceased served the city at different times during his residence here, in the capacity of a member of the board of aldermen. In that position he was always alert to the best interests of the people he was serving, and endeavored to have the money of the taxpayers expended judiciously, and always advocated the practice of economy in the administration of the city's affairs.

Mr. Davis was often chosen by the county commissioners to sit the taxes in Hendersonville township and in the league of nations or any agency thereof, or to the decision or recommendation

To satisfy the demand for such a course there will be held at the Hendersonville high school each morning during the week a special course in poultry and dairying just for women and girls. This course is free and is open to all women and girls of Hendersonville.

One lady last year made over \$500 from the sale of day-old chicks and attended to her regular house work at the same time. What she did you can do too. At least with the present high price of eggs, poultry, butter and milk it might pay one to try it. We will show you how.

Any lady who is interested in this course should apply at once to either Superintendent Honeycutt or Victor J. Garvin, at the new high school building on North Main street. Remember it is free.

### WOMAN'S CLUB

The business meeting of the Woman's Club will be held in the mayor's office at 4 p. m. Wednesday, December 10.

### THE SECOND DECLARATION

(New York Herald.)

"November 19, 1919, always will be memorable in American history as the day on which the second Declaration of Independence was written."

"The story of the shrewd part England played in using the President, the shifting by England and France of the Shantung hot poker and the Fiume cyclone to the shoulders of President Wilson, the endless entanglements over the Covenant of the league—to President Wilson more important than the treaty of peace—are familiar to all. They were plots leading up to the great plot of having the United States pick Europe's chestnuts out of the fire. To this President Wilson assumed to commit the United States."

## INTERESTING TRIAL HEARD

An interesting case was heard by justice of the peace, G. J. Millward, last Saturday afternoon. It was the case of H. D. Hyder against A. C. Glazener, administrator of G. M. Glazener, deceased, J. W. Bailey, Sam T. Hodges and C. E. Brooks.

The case is one in which the plaintiff, Mr. Hyder, seeks to recover from the defendants \$100.00 which he placed in the hands of G. M. Glazener and J. W. Bailey on the 7th of November, 1916. Mr. Bailey and Mr. Glazener were the stakeholders for the plaintiff and defendants, Hodges and Brooks, in the matter of an election wager. Mr. Hyder bet \$100.00 that James J. Britt would be elected to Congress and the defendants, Brooks and Hodges, bet a like sum that Zebulon Weaver would be elected. The money was put up with the above named stakeholders who, it appears, turned the money over to the defendants, Brooks and Hodges, before the National House of Representatives had passed upon the Britt-Weaver contest.

When the Lower House of Congress passed upon the contest it found and declared that Mr. Britt had been duly elected. As soon as Mr. Britt was found to have been elected Mr. Hyder made demand upon the stakeholders for his money. They refused to pay it over to him, and made first one excuse and then another about the matter every time Mr. Hyder would ask them for the money.

Mr. Hyder, after giving the stakeholders ample opportunity to pay over the money to him, decided they were not going to do so, and he sued them. Justice of the peace, A. B. Freeman, issued the summons making same returnable before himself. Prior to the date fixed for the return of the summons, Mr. Freeman found that he would have to be in attendance upon the federal court of Asheville on the date fixed for the return of the summons, and he put the case before Mr. Millward, who, as stated, heard the case Saturday afternoon.

The defendants appeared, through their attorneys, and moved the court to dismiss the action upon two grounds. First, because the summons was issued by one magistrate and made returnable before another; second, because the action appeared to be one to recover money bet in gambling game.

The court overruled the defendant's motion, and ordered that the trial proceed.

### Plaintiff's Evidence

The plaintiff called T. A. Jackson who testified in substance, that he was present when the wager was made by plaintiff and the defendants, Brooks and Hodges, and that Mr. Hyder put up \$25.00 in the hands of Mr. Bailey, and Mr. Hodges put up the same amount. Mr. Hodges, he said, then went off and brought back Mr. Brooks, and it was agreed that Mr. Hyder would put up another \$50 and that Mr. Brooks and Mr. Hodges would put up a like sum. It was agreed that Mr. Glazener should hold stakes. Mr. Jackson said all the parties then started to go to Mr. Glazener's store, which was just across the street from the pooling place. By the time they got to the store they had agreed to each put up \$75 in the hands of Mr. Glazener. This, Mr. Jackson, testified, was done in his presence.

Mr. Jackson further testified that the way the wager happened to be made, was, M. L. Shipman, who had bet a small sum with the witness in a previous election, came up and asked him if he wanted to put up anything on this election. Mr. Jackson said he told Mr. Shipman he would like to do so, but unfortunately, he did not have any money to put up just then. Mr. Shipman, Mr. Jackson testified, said he was in the same predicament.

Mr. Hyder, according to Mr. Jackson's testimony, heard the conversation between himself and Mr. Shipman, and came up to them, and said he had a little money and asked how much they wanted. Mr. Shipman replied that he had no money to put up himself, but thought he could find somebody that did have some. Mr. Jackson testified that Mr. Shipman went away and in a few minutes came back with Mr. Hodges and that the sum of money was

## HENDERSONVILLE HIGH SCHOOL

The Hendersonville high school moved Monday into its new quarters, the remodeled building on what was formerly the Noterman property. The work of remodeling has been carried out carefully, skillfully and economically. Most of the new equipment is already in place, and the remainder will be installed within a few weeks.

Wednesday morning of this week informal opening exercises were held in the assembly room. To these exercises the trustees and their wives and a few other guests were invited. After the singing of "America" and prayer by Dr. E. E. Bomar, a brief but inspiring address was made by Judge O. V. F. Blythe, chairman of the board of trustees, who spoke of the excellent advantages which are now afforded to the students and the responsibility, which these advantages impose on the students. Appropriate addresses by Dr. Bomar and Superintendent Honeycutt brought the proceedings to a close.

The trustees made an inspection of the building and grounds and were well pleased with the progress which has been made. The formal dedication of the building is planned for some date in the third week of this month when Dr. E. C. Brooks, state superintendent of public instruction, is expected to be present.

This week is the twelfth week of the present session; and term examinations are being held in all the classes of the high school. In spite of the heavy handicap imposed by the gripe epidemic of last winter and the consequent loss of about 30 per cent of the working time of last session, the school authorities feel that very gratifying progress is being made.

### CANVASSERS HOLD MEETING

The canvassers for the Nation-Wide Campaign of the Episcopal church held a meeting Tuesday night at the home of Mrs. R. P. Freeze. The purpose of the meeting was to formulate plans to begin the drive. A. S. Truex is chairman of the board of canvassers. The following persons were present and took part in the meeting: A. S. Truex, E. L. Ewbank, E. G. Stillwell, A. C. Tebeau, F. A. Ewbank, M. Schenck, Mrs. R. P. Freeze, Miss Edith Waldrop, Mrs. John Kershaw, Miss Lucy M. Dermid, Mesdames A. G. Green and L. P. Walker, members of the board, were not present.

The guests were served with a tempting turkey feast after the business meeting was over.

### ROBERT MERRILL DEAD

Robert Merrill, son of W. A. Merrill, of Shaw's Creek, died Sunday afternoon of typhoid fever, and was buried Monday at Pleasant Hill cemetery.

little later the sums of money above specified, were put up with Mr. Glazener.

Mr. Hyder testified that he put the money up and that he had not received it back.

On cross examination, both Mr. Jackson and Mr. Hyder admitted that the transaction between the plaintiff and the defendants, Brooks and Hodges, was, in common parlance, a bet on the result of an election.

The defendants did not appear in court in person and did not offer any evidence. Their attorneys stated that they were confident the courts would hold that the plaintiff could not recover money put up in pursuance of a gambling contract, and that their motion to dismiss the action would be sustained by the higher court.

The plaintiff admitted that, under the laws of North Carolina, money bet and lost in a gambling game, could not be recovered in a suit in the courts, and that the money put up in such game by the party betting with another, could not be recovered in a suit at law. He contends, however, that he can recover, under our law, the money he, himself put up, if same has been wrongfully turned over to another as he contends has been done in this case.

The magistrate after hearing the evidence and argument of counsel gave judgment in favor of the plaintiff and against the defendants for the sum of money above specified.