

For Rent!
Five room cottage on Steele st., near North Main.
N. P. Murphy.

Salisbury Daily Sun.

CLEANLINESS COUNTS.
Our soda is made with the greatest regard to perfect cleanliness. The best housekeeper could not find anything to criticize in our soda fountain. Cleanliness is a good thing to be sure of when you drink soda. Good reasons why our soda customers keep coming back.
The T. W. Grimes Drug Co.
THE FLOWERS COLLECTION NO. 96.

VOL XV

SALISBURY, N. C., TUESDAY EVENING, JUNE 21, 1904

ARTHUR ON TRIAL.

CHARGED WITH WRECKING NO. 40

Esquire Miller Resumes His Decision Until Tomorrow.

Duncan Arthur, the mulatto, charged with wrecking northbound passenger train No. 40 at the ice factory siding several weeks ago, resulting in the death of Engineer Haynes and Fireman Watkins, was given a preliminary hearing today before Esquire D. M. Miller. The hearing was held in the county court room and was attended by a large crowd, both white and colored.

A number of witnesses were examined. Arthur was represented by R. Lee Wright and Jas. H. Horah. Mr. T. C. Linn, counsel for the Southern Railway, was present at the hearing. Detective Haney, of the Southern was also present.

At the conclusion of Mr. Wright's argument the presiding magistrate stated that he would reserve his decision until tomorrow morning and the prisoner was remanded to jail to await the decision in the case. It was the opinion of many present that the evidence against Arthur is very weak and that a conviction is not likely.

The prisoner has been confined in the Concord jail but was brought to Salisbury yesterday afternoon. The trial attracted considerable attention owing to the seriousness of the charge and the awful consequences attending the wrecking of the train.

THE ARM CUT OFF.

MR. WILL SUMNER'S MISFORTUNE

The Injured Man Unable to be Moved to Salisbury.

Dr. W. W. McKenzie returned this morning from Old Fort where he went last night to see his kinsman, Mr. W. T. Sumner, who had his right arm severely mashed by falling under an engine at that place yesterday morning. It was necessary to amputate the arm an inch and a half from the shoulder. The physician stated that Mr. Sumner was very weak and was unable to be brought to Salisbury today, but has hopes that he will be improved sufficient to be removed by the latter part of the week.

Mr. Sumner met with his misfortune by falling beside the engine and as he did so his arm fell along the rail and the wheel ran along the arm to a point near the shoulder, badly mangling the member and leaving it in such condition that it was found impossible to save it.

Much sympathy is expressed for both Mr. Sumner and wife in Salisbury, where they resided for a long time.

Will Sumner was born and raised in this county and is of one of the foremost families in this section, and he numbers his friends by the hundreds.

A ROMANTIC WEDDING

The Bride of Spencer, the Groom From Texas

"Special information concerning a romantic marriage was obtained at Spencer Sunday, the contracting parties being Miss Bessie Freeman, an accomplished and attractive young woman of Spencer, and Dr. Paul, a prominent physician of Texas. Miss Freeman has been teaching in the western states during the past year, during which time she met Dr. Paul, resulting in a mutual attachment. The former came to her home in Spencer a few days ago while Dr. Paul attended a special course of lectures in New York city and reached this place last week. The young couple went on a Sunday school excursion to Greensboro on Thursday and it was while there that they decided to surprise their friends by getting Dr. Scroggs to perform the marriage ceremony. Dr. and Mrs. Paul returned to Spencer but will leave for Texas in a few days where they will reside in the future."

The above special from Spencer appeared in the Raleigh Post of this morning.

MR. SEYFFERT TO LEAVE.

Will Manage a Hoisery Mill at Elizabeth City.

Mr. George F. Seyffert, who has been connected with the Salisbury Hoisery Mill for a number of years leaves today for Elizabeth City, N. C., at which place he will have the management of a hoisery mill. He will move his family to that place and will make his home there.

Mr. Seyffert is a most excellent gentleman and the Sun regrets to announce the departure of himself and family from Salisbury.

MR. MORGAN'S HAND INJURED.

Mr. J. T. Morgan received a very painful injury at Spencer this morning having a hand mashed.

MR. ARY LOSES CHECKS.

Mr. Chas. Aray this morning lost several checks on the street. The total amount of the checks was between \$250 and \$300.

Leave your calls for Palmist at Klutz's drug store.

Have your palm read, will interest you, for 25c. Klutz's drug store.

Brick.

Get the best manufactured from W. D. Watson & Co. Yards on Yadkin "airline" 1 1-2 miles from city. Phone 340.

For aches and pains of all kind use Liquid Electricity.

If you want a real good tonic use Liquid Electricity in a glass of water just before retiring and soon after arising in the morning.

Work on Innis Street Bridge.

The Southern has a steam derrick at work today removing the stone work at the bridge over the railroad on Innis street, preparatory to widening the cut at this point for the placing of the double track.

No Ball This Afternoon.

Owing to the McAdamsville baseball team being unable to come to Salisbury today the proposed game this afternoon at Fulton Heights Park was called off.

Come to Fruit Market.

You will get fine fruit and low prices. Just received California fruit, apricots, grape fruit, pineapples, oranges, peaches and fine banana. Come or phone Saleby Candy Kitchen. Phone 17.

For rheumatism, neuralgia and like pains use Liquid Electricity.

BIG TIME ON THE 4TH.

WILL BE FAIRBANKS.

The National Republican Convention Met in Chicago Today.

Chicago, June 21.—The Republican National Convention will be called to order at 11:30 a.m. today. It is admitted in well informed circles that Senator Fairbanks, of Indiana, will probably be nominated for the vice presidency by acclamation.

The Republican national convention just called to order at the Coliseum by Henry C. Payne and opened with prayer by the Rev. Timothy P. Frost. Delegates say it is the quietest convention they ever witnessed, everything having been practically settled before hand. The presence of delegates is scarcely more than a matter of form, and there is no excitement or anticipation of interesting developments. It is conceded now that Senator Fairbanks, of Indiana, will probably be nominated for second place on the ticket by acclamation.

A member of the platform committee made statement this morning that the platform would be very short, only half as long as that of nineteen hundred.

There is a rumor that Senator Fairbanks only consented to accept second place after he had been assured of the support for first place in four years.

Dwight and Colman were greeted with applause on entering the hall. The applause was redoubled when Cannon and Cornelius N. Bliss entered.

Dover on reading the call for the convention reached Hanna's name the delegates applauded vigorously.

Dr. Lee's speech made a good impression and reference to Roosevelt brought the delegates to their feet cheering.

Governor Vasant, of Minnesota, presented to the convention the table used in conventions where Harrison and McKinley were nominated.

Eihu Root, of New York, has been selected as temporary chairman of the convention, and on motion temporary officers are made permanent.

AN EXECUTION DELAYED.

Mrs. Ann Valentine Will Not Be Executed Soon

Trenton, N. J., June 21.—Supreme Court Justice Mahlon Pitney granted a writ of error in the case of Mrs. Anna Valentine, who was recently reprieved for 21 days by Acting Governor Wakell. This will carry the case to the Court of Errors and Appeals and an execution will be delayed at least until fall.

School Catalogue

The SUN is in receipt of the annual catalogues of St. Mary's school, at Belmont, N. C., and of Crescent Academy, of Crescent, this county.

A Fine Wheat Crop.

Farmers are hauling in wheat. Many will begin threshing next week. The crop is reported fine—the best in four years.

The North Carolina Boy Palmist in Salisbury this week only. Calls at your home or office. Klutz's drug store.

Wanted! A good organ. Write, giving description and price to Box 199, Salisbury, N. C. t.d.w

Cypress and Juniper Shingles.

Just received 100,000 heart 4 inch sawed Cypress and sawed Juniper shingles. Closing out at \$4 per 1,000. A. E. DAVIS. 2t

Wanted, Position by a young lady as book keeper. Has considerable experience and is a good accountant. Good references. Address E. L. K., Box 78, Spencer, N. C.

For the finest fish, every day in the week, call at W. A. Brown's, op. postoffice.

RUSSIANS SAD.

GLOOM AND DESPAIR.

IT HANGS OVER ST. PETERSBURG

Reported Defeat of Russian Army.

St. Petersburg, June 21.—News of the defeat of Kuropatkin's plan to relieve Port Arthur caused gloom and despair here. The latest reports indicate that the Russian army was beaten in a long and sanguinary battle at Hacheong and were compelled to retreat upon Liaoyang.

Washington, June 21.—According to information believed to be reliable the Japanese plans do not contemplate an attack upon Port Arthur by Gen. Oka's army.

The latter will only isolate Port Arthur while the actual work of reducing Port Arthur will be left to another army under Gen. Nogi, which will be landed on the peninsula south of Gen. Oka's position and considerably nearer to Port Arthur. The new army is probably on the way now.

28,000 ON A STRIKE.

GARNMENT WORKERS ORDERED OUT

The Tailoring Business in New York to Be Tied Up

New York, June 21.—After an all night session, the national executive board of the United Garment Workers decided to order twenty eight thousand members of the organization in Greater New York on strike, completely tying up the tailoring business in the city. The strike is directed against the open shop movement.

A NEW WITNESS DISCOVERED.

An Important Woman Turns Up in a Murder Case.

New York, June 21.—The lawyers for Nan Patterson, under indictment for having killed Caesar Young, state they have found a woman stenographer who was a witness of the cab tragedy and will swear that Nan Patterson tried to prevent Young from using the gun either on himself or her. It is stated that woman did not wish to appear as a witness fearing embarrassing publicity.

The Bowling Alley Open.

The new bowling alley opened last night in the Bell Block for the first time and a large crowd was there to engage in the sport and look on as spectators.

New Ads.

Brown Clothing Co.

Wachovia Loan & Trust Co.

N. P. Murphy.

For Sale! Nice five room cottage in E. Salisbury. J. Frank Gas-kill. 1m

50 Nice Lots for Sale Cheap at Spencer, N. C.

We will sell at once 50 lots in the Henderson tract for \$75 each. Terms, \$10 cash and \$10 per month. See us before all are taken. Mannin Bros.

Notice.

All persons who owe taxes for the year 1903 within the corporation of the town of Spencer, N. C., will please call on D. L. Parker, city marshal and tax collector, and settle at once.

3: D. L. PARKER, C. T. C.

If you have a torpid liver, a disordered stomach or any kidney trouble use Liquid Electricity. 1f

Wanted, by young lady, position as stenographer. Apply at this office. 6t

Glasses fitted correctly. Office Swiggood's Jewelry Store. Dr. M. V. Lomax. 1f

Thornton will repair your watch, clock or broken jewelry in the best possible manner. He does the work himself. 1f

PROPOSALS FOR FURNISHING

Granite Curb and Granite Paving Blocks.

Salisbury, N. C., June 19, 1904 Sealed proposals for furnishing granite curbing and granite paving blocks will be received until 12:00 noon, Monday July 4th 1904, at the office of the Mayor.

Blank forms of proposals, specifications, and all necessary information can be obtained at the office of the Mayor, Salisbury, N. C.

A. H. BOYDEN, Mayor.

PROPOSAL — 1904

To Hon. A. H. BOYDEN, Mayor of Salisbury, N. C.

Sir:—I hereby propose to furnish and deliver granite curbing and paving blocks as follows, all work to be in strict accordance with the annexed specifications:

To furnish and deliver _____ feet, more or less, of 6in x 20in straight granite curb at (\$) per linear foot.

To furnish and deliver _____ feet, more or less, of 6in x 20in circular granite curbing at (\$) per linear foot.

To furnish and deliver _____ feet of 6in x 20in straight granite curb at (\$) per linear foot.

To furnish and deliver _____ feet of 6in x 20in circular granite curb at (\$) per linear foot.

To furnish and deliver as specified _____ granite paving blocks at (\$) each.

—I herewith inclose a certified check for \$500 payable to the City Treasurer, which is deposited as a guarantee and which I hereby forfeit as liquidated damages to the City of Salisbury in the event of our failure to enter into contract for so much of the work as may be awarded to me.

With good and sufficient sureties, within ten days after notice of award.

SPECIFICATIONS.

1. Work. The work to be done consists in furnishing and delivering at such point in Salisbury, N. C., and near the railroad track as may be directed, about 5000 linear feet of granite curbing, 400 linear feet of 6in x 20in circular granite curbing, 22,500 linear feet of 6in x 20in straight granite curbing, 2000 linear feet of 6in x 20in circular granite curbing, and about 100,000 granite paving blocks.

The right is reserved to the City to order more or less than the above estimates by any quantity not exceeding one-third of the amount stated. Bids for the whole or part of the above estimate will be considered.

2. Granite. The stone must be of good and acceptable texture, of uniform hardness, and of a gray color, free from laminae or stratification and an excess of mica, flint or feldspar. Soft or brittle stone or stone from the surface of the quarry will be rejected.

3. Curbing. 6 by 20 curbing will measure six (6) inches wide on top, not less than twenty (20) nor more than twenty-four (24) inches in depth for the full length of the stone, not more than nine (9) inches nor less than five (5) inches in thickness on bottom; 6x20 curbing will have same dimensions except as to thickness which is 1 inch less than that given above. The top and uppermost six inches of face will be dressed equal to four cuts to the inch and must present true plane surface, free from irregularities. The face for the distance of six inches further in depth and the uppermost five inches of back, will be rough pointed work, so as to admit the close paving of bricks and blocks. The face must be so cut as to be plumb when the curbing is set firmly on its bed. The ends must be jointed true, so as to permit joints of not over 1/4 inch. The top well beveled 1 inch toward the face. The arrises of upper surface must be sharp. Excessive protuberances on sides will not be allowed. Straight curbing will be in lengths of not less than six nor more than twelve feet. Curb chipped and spalled in handling will not be accepted unless properly recut.

4. Circular curbing will be cut in such lengths and to such radii as may be ordered. Each piece cut on true radial lines. In all other respects it will conform to the specifications for straight curbing.

5. Paving blocks. The paving blocks to be of the following dimensions; from 6 to 7 inches wide; not less than 8 nor over 12 inches long; and not less than 3/4 nor more than 4/5 inches deep; and must not require over 20 to the square yard. They must be truly square without irregular projections.

6. Sample. Each bidder must submit sample showing quality of stone and character of dressing. All curbing and blocks delivered on account of contract must equal this sample.

7. Time. Delivery must be commenced within twenty days after date of notice of contract, and at least one-third of this amount of each kind of material contracted for must be delivered each month thereafter for three months thereafter to comply with this require-

ment will be authority for the City to suspend or to wholly annul contract, or to purchase the material in arrears (or such less quantity as may be required) in open market, in which event any increased cost over and above contract rates will be charged against the contractor in default, and deducted from any money or which may become due him. The right is also reserved to the City, in addition to the remedies prescribed above, to charge against the contractor and deduct from any moneys due or which may thereafter become due the sum of ten dollars per diem (Sundays and legal holidays not included), estimated as liquidated and fixed damages arising from the contractor's failure to properly perform the terms of his contract.

8. Inspection. Material will be inspected upon delivery, and such as fails to conform to specifications and sample will be rejected. The right of rejection, however, will not be waived at any time before completion of contract or the use of the material in question. Such curbing as may be rejected for imperfect cutting may be recut in the property yards, and will be subject to the same inspection (excepting as to length) as when originally delivered. It will be the duty of the inspector to point out any defects or disregard of the specifications and superintendent unloading and storing. All employees of the contractor must obey the instructions of the Inspector, otherwise the work will be suspended and considered in arrears, as provided in paragraph 6. An employe of the contractor who shall use profane or abusive language to the Inspector or otherwise impede or embarrass him in the discharge of his duties shall be discharged and not again employed without the consent of the Engineer. Payment will be made upon measurement of City Engineer.

9. Rejected Material. All material rejected or condemned must be removed by the contractor within thirty days after date of notice. If not so removed the work will be done by the City at the expense of the contractor. In the latter case the stone will be tendered to the contractor at his place of business, if within the City of Salisbury; if elsewhere, it will be shipped to him with freight charges to collect. The right of rejection shall be in payment in default of removal of rejected material as herein provided.

10. Payments. Payments will be made monthly to the amount of 90 per cent of the value of material accepted, provided material shall have been delivered as required by contract. Failure to so deliver shall be sufficient cause for suspending payment, either in whole or in part, as may appear to the best interests of the City. Final payment will be made when delivery has been completed.

11. Bond. No contract or any interest therein shall, without the consent of the City Council, be transferred by the parties to whom the award is made.

12. Bond. Good and sufficient bond in penal sum equal to the estimated amount of the contract, with a surety company satisfactory to the City Council will be required from all contractors, guaranteeing that their contracts will be faithfully performed, and that they will promptly make payments of all persons supplying them with labor or material in the prosecution of the work provided for in the contract.

13. Upon the death of the contractor during the life of a contract, his executors, administrators, or other personal representatives will be expected, without further notice, to prosecute the work to completion, and upon failure or neglect to do so within a reasonable period in the opinion of the City Council, to insure its completion within the stipulated time, the said City Council will proceed as specified above in the case of failure of contractor. All moneys due the contractor or his estate at the date of failure will be applied to the conduct and maintenance of the work, and any excess of cost will be charged against the contractor or his estate and securities, who will each and severally be held liable therefor. Any material, the property of the City, that is not accounted for by the contractor will be charged against him.

14. Interpretation.—Any doubt as to the meaning of the specifications or any obscurity in the wording of them will be explained by the Engineer in charge of work, who shall have right to correct any errors or omissions in them when such correction is necessary for the proper fulfillment of their intention. Whenever any of the words "contractor," "him," or "his," is used in this contract, it is to designate the individual, individual, firm or corporation to whom work is awarded. Whenever the word "City" is used, it is used to designate the proper authorities of the City of Salisbury, N. C. Whenever the word "Engineer" is used, it shall mean the Engineer in charge of the work for the City of Salisbury. The parties hereto agree that the City Engineer shall in every case finally determine the quantity of each of the different kinds and classifications of materials and work furnished by contractors, and that he

shall also decide every question, doubt and dispute relating to or in any way pertaining to the material used and completion to the work, and that his determinations and decisions shall be accepted by both parties as final.

INSTRUCTIONS TO BIDDERS.

1. These instructions are part of the specifications.

2. Proposals will be received from individuals, firms or corporations. Individuals will sign their full name to proposals. Firms will, in addition to signing the firm name, state the full name of all members composing the firm. Corporations will state in their bid the State under whose laws they are incorporated, also the full name of the president or other officer authorized to sign contracts. The seal of the corporation, attested by the secretary, should be affixed to proposal. Agents signing for principal must show authority for their action.

3. The Post-office address of all bidders must be stated in proposal.

4. All prices must be written in words as well as expressed in figures.

5. Changes, alterations, or interinations must be explained by foot-note in proposal.

6. Proposals will be in sealed envelopes indorsed "Proposals for Furnishing Granite Curbing and Paving Block" and addressed to the Mayor, Salisbury, N. C. Proposals forwarded otherwise than by mail will be delivered to the Mayor.

7. Reasonable grounds for believing that any bidder is interested in more than one proposal for the same item will cause the rejection of all proposals in which he may be interested.

8. The City Council reserve the right to waive any informality and reject any and all bids or parts of bids, also to disregard the bid of any failing bidder or contractor known as such to the City Council.

A REVOLUTION PREVENTED.

Troops and Armed Men Sent to the Scene.

New Orleans, June 21.—The threatened revolution in Louisiana which was expected to follow the assassination of Gen. Venegas, commandant of Yoro, was prevented by the prompt action of President Bonilla, who sent troops and armed government employes to the seat of trouble.

SHOWERS TOMORROW.

The Weather Forecast for North Carolina for 24 Hours.

Washington, D. C. June 21.—The weather forecast for North Carolina for the ensuing 24 hours is:

Showers tonight and tomorrow.

Admiral Cooper Resigns.

Manila, June 21.—Admiral Phillip Henry Cooper, in command of the Asiatic station, has resigned his command on account of ill health and will depart today for Shanghai. Rear Admiral Yates Sterling will assume command after Cooper's departure.

The Market.

Furnished over private wire to Gattis & Grimes Dealers in cotton, stocks, bonds, grain and provisions. Room No. 7, Washington Building, Salisbury, N. C.

Opening High. Low. Close

N. Y. Cotton— 19 65 19 55 19 55 19 57

July 19 55 19 55 19 55 19 57

August 19 55 19 55 19 55 19 57

September 19 55 19 55 19 55 19 57

October 19 55 19 55 19 55 19 57

November 19 55 19 55 19 55 19 57

December 19 55 19 55 19 55 19 57

Chicago—

Wheat—

July 83 3/4 83 3/4 83 3/4 83 3/4

August 83 3/4 83 3/4 83 3/4 83 3/4

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October 83 3/4 83 3/4 83 3/4 83 3/4

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December 83 3/4 83 3/4 83 3/4 83 3/4

Chicago—

July 129 129 129 129

August 129 129 129 129

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October 129 129 129 129

November 129 129 129 129

December 129 129 129 129

To Elect Teachers.

The school committee of District No. 5, Chestnut Hill, will meet Thursday night, June 30th, to elect teachers.

C. M. Higgins, Chairman.

Piano for sale or rent. Apply to Mrs. A. H. Boyden.

Do not forget that W. P. Thornton is doing business at the same old stand.

Desirable cottage for rent, near graded school, McCubbins & Harrison. 3t

For sick headache take Chamberlain's Stomach and Liver Tablets and a quick cure is certain. For sale by Jas. Plummer.