

FEREBEE MAKES GRAFT CHARGES

City Manager Accused of Part in Gravel Deal

Two Council Members Are Named in Affidavit Accusing Local Citizen

Luther B. Culpepper Is Charged With Having Approached City Manager With Offer of Bribe

Morgan and Davis Quoted as Being "All Right" in Connection With Alleged "Side Profit"

Charges and counter-charges in connection with the letting of contract by the City Council July 16 for 25,000 to 40,000 tons of Powells Creek gravel for street improvement purposes, were precipitated today through the making public of an affidavit by City Manager Ferebee charging, in effect, that he had been approached by Luther B. Culpepper, well known Elizabeth City business man, with an offer of a "side profit" to see the deal through.

Mr. Culpepper, questioned on the subject, admitted freely that he had entered into such a transaction, but claimed it was at the instance of Mr. Ferebee himself, declaring the City Manager requested him to see how much he could get for them. City Manager Ferebee makes public today an affidavit in which he charges Luther B. Culpepper, member of the firm of Culpepper Hardware Company, with having approached him with a proposition whereby Mr. Ferebee would come in on a "side profit" of 10 cents a ton on Lillingston gravel; and with having assured him that Councilmen E. M. Davis and C. N. Morgan, two of the three members of the Council gravel committee, were "all right," and that the deal could be put through without difficulty. The affidavit is appended.

On a trip to Norfolk yesterday, Mr. Ferebee says he was informed by W. H. Freeman, salesman working on commission for the Newport Sand & Gravel Company, of Newport News, that Mr. Freeman had received a letter, written on the stationery of the W. L. Jones Construction Company, and bearing the signature of L. B. Culpepper, asking a commission of 15 cents per ton on gravel to be sold to the City Council. Mr. Freeman rejected the offer.

The letter, he said, contained the diverting assertion that five cents of the commission was to be set aside for City Manager Ferebee—but a special request was included that no mention of the transaction be made to Mr. Ferebee. Mr. Freeman gave assurance that he was ready to make affidavit to the foregoing effect, if necessary, and would produce the letter, if it was needed. Guy Hastings, of the firm of Hastings Brothers, also of Norfolk, stevedores interested in the hauling of gravel, is quoted by Mr. Ferebee as having assured him that he had seen the letter in question, and was ready to make affidavit as to the substance of its contents. Mr. Ferebee says he was informed also by a member of the firm of Ritter & Booker, contractors from whom the city is buying its gravel, that they had seen the letter.

Stirs Tempest Here



City Manager Miles W. Ferebee, whose accusations against L. B. Culpepper and others in connection with the letting of a city gravel contract July 16 have started a storm here.

NO OBLIGATION PAY BONDS SAYS THE GOVERNOR

Those in England clamoring for Payment "Reconstruction Bonds" Have No Claim Base

IT'S HUMAN NATURE THEY WANT IT

Raleigh, July 29.—North Carolina is under no moral obligation to pay the so-called "Reconstruction Bonds" passed by the carpet baggers' legislature immediately following the Civil War, and those in England who are clamoring for payment of these bonds, have nothing upon which to base their claims, according to a statement which has been issued by Governor McLean as the result of this talk.

The situation in England and France today, the unfriendly attitude that has grown up towards the United States, is most serious, and I am unable to see where it is leading. At any rate, it will take generations to overcome it. The attitude shown by these nations, however, is an example of human nature, when it gets in a tight place financially and is unable to pay its debts.

NO COMPROMISE BY SUCCESSOR TO DEAD MELLETT

Charles E. Morris Declares There Is Nothing to Compromise, Decency Doesn't Mix With Crookedness

FIGHT WILL GO ON

New Publisher of Canton News Knows Ohio Politics and Will Fight the Battle to the Finish

By ROBERT T. SMALL

Canton, July 29.—A budding spirit of compromise among some of the leading citizens of Canton, including a judge on the bench, is to be met by a flat determination on the part of the Canton News to carry forward the fight for civic reform until Canton, now bowed in the dust, can raise her head proudly again to all the world.

It was through the medium of this paper, owned by former Governor James M. Cox, that Don Mellett waged his battle for a cleaner Canton. His reward was the bullet of an assassin. But now another young and perhaps a sturdier hand is at the wheel and has pledged himself that Mellett shall not have died in vain.

Charles E. Morris, who has succeeded Mellett as publisher of the Canton News, has been given a free hand by Mr. Cox. In selecting a successor to the murdered man, Mr. Cox turned to one who had long been in his service, who has been his political assistant and adviser, who has been editor-in-chief of his string of dailies, and who is as nerveless and relentless as he is cool and diffident to excite. Don Mellett was not the professional crusader. He was swept into the course which brought about his death. When some seven or eight months ago he began a fight to correct abuses and mismanagement in a local hospital he found himself in a position which was to follow.

But beginning with the hospital the story of Canton's civic failures began to unfold itself. It may be said the fight was thrust upon Mellett. Once it was presented he could not evade or stop it. He himself was astounded at what he uncovered. A handful of prominent citizens urged him on.

NORRIS INDICTED



Fort Worth, July 29.—J. Frank Norris, pastor of the First Baptist Church and nationally known fundamentalist, was indicted today by the Tarrant County grand jury for murder of D. E. Childs, lumberman, in the church office on July 17.

PRESIDENT IS SPOKESMAN ON FOREIGN POLICY

Mr. Coolidge Makes Position Plain and Speaks With Tolerance and Kindliest of Feelings

ALLOWANCES MADE

By DAVID LAWRENCE

President Coolidge has in effect advised the whole world that the Chief Executive and not the chairman of the Senate Foreign Relations Committee, is the spokesman for the United States government in matters of foreign policy.

This is the interpretation which must be placed on the extraordinary session which the President had with the newspaper correspondents here on Tuesday. As under the exact words of the President were not given out for publication through some of the newspaper men thought the utterance of such international importance that they asked especially if the precedent could be broken and the impromptu remarks made public as taken down by the official stenographer. The request was declined and it is assumed that Mr. Coolidge did not wish to dignify the recent hostile demonstrations against tourists by anything so formal as a statement. For the whole subject of good relations with European people was outlined, not only the necessity for circumspect behavior on the part of tourists in foreign lands, but the suppression of irresponsible utterances and criticisms on both sides of the Atlantic.

No mention was made of the statement made last week by Chairman Borah of the Senate Foreign Relations Committee in which he spoke of the utterances of Winston Churchill of Great Britain as insulting to the United States. But since the only criticism emanating from persons in official life have come from Secretary Mellon and Mr. Borah, the former arguing temperately on some differences of opinion over the record of expenditures on war debts and the latter answering Mr. Churchill's statement with an utterance full of sarcasm, there was no doubt left here as to who was being chided.

Letter Asking Brokerage Written At Instance Of Ferebee, Culpepper Says

Asserts He Can Prove City Manager Suggested They See How Much They Could Get Out of It

FOUR IN IT, HE SAYS

Declares He Was Acting as Partner in W. L. Jones Construction Company in Transaction

"I acted under Mr. Ferebee's directions in writing that letter, and I can prove it."

This was the answer of Luther B. Culpepper, prominent Elizabeth City business man, and member of the firm of the W. L. Jones Construction Company, when asked about a letter said to have been received by W. H. Freeman, salesman for the Newport Sand & Gravel Company, in connection with the letting of contract for many thousand tons of gravel to be used in street work here, and asking that Mr. Freeman allow Mr. Culpepper a commission of 15 cents per ton on the gravel sold the city, with the implication that Mr. Ferebee was to receive five cents a ton for his aid in the deal.

Mr. Culpepper made the assertion as to the letter in the presence of C. N. Morgan, member of the City Council, his brother, W. T. Culpepper, and Ralph Pool, of the staff of The Daily Advance, in the Culpepper Hardware Company's store this morning. He made it clear, however, that neither W. T. Culpepper or the Culpepper Hardware Company had had any part in the alleged transaction.

"Sure, I wrote the letter," he continued. "Mr. Freeman can show it to you, if he will. I did it at the suggestion of Mr. Ferebee. He told me to see how much we could get out of the gravel. We talked about it right at that counter over there, and I can prove it, if I need to."

Mr. Freeman wrote me later that he could only give me five cents commission for handling his material, and that offer was made after he had made the city a price of \$1.60 a ton for it. delivered. The gravel wasn't to cost the city any more than that. My commission was to come out of that amount and it was to be an entirely legitimate brokerage on the deal.

"We were just going to divide what we got. Four of us were in it, Miles, my brother, George, Bill Jones and myself. I was to do the work, George and Miles were to do the 'windin' and Bill was to lay low. He didn't have anything to do with it, but he was a member of the firm, and was to get his share because of that."

In the foregoing declaration, Mr. Culpepper was referring to City Manager Ferebee, George C. Culpepper, of the Culpepper-Nash Company, and W. L. Jones, of the construction company bearing his name. Mr. Culpepper is a partner in the construction company.

Inasmuch as the deal fell through, and no money changed hands, Mr. Culpepper obviously was of the impression that the matter had little importance. He stated that he wrote the letter himself the day after his alleged conversation with Mr. Ferebee.

CORINTH CHURCH LETS CONTRACT FOR ANNEX

Contract for a spacious and attractive Sunday school annex for Corinth Baptist Church, with facilities for 300 persons, has just been let. It was announced Wednesday. The annex will provide standard Sunday school quarters. Savin & Bartlett, of this city, were awarded the general contract, and D. Ray Kramer that for the electrical installations.

Do you know how old was Ann when Hector was a pup? Do you? Read "They Never Knew."