

# The Western Democrat.

OFFICE  
ON THE  
SOUTH SIDE OF TRADE STREET

CHARACTER IS AS IMPORTANT TO STATES AS IT IS TO INDIVIDUALS, AND THE GLORY OF THE ONE IS THE COMMON PROPERTY OF THE OTHER

\$3 Per Annum  
IN ADVANCE

WM. J. YATES, EDITOR AND PROPRIETOR.

CHARLOTTE, N. C., TUESDAY, JULY 30, 1867.

FIFTEENTH VOLUME—NUMBER 778.

THE  
**WESTERN DEMOCRAT**  
Published every Tuesday,

BY  
WILLIAM J. YATES,  
EDITOR AND PROPRIETOR.  
TERMS, \$3 PER ANNUM, IN ADVANCE.  
\$2 FOR SIX MONTHS.

Transient advertisements must be paid for in advance. Obituary notices are charged advertising rates. Advertisements not marked on the manuscript for a specific time, will be inserted until forbid, and charged accordingly. \$1 per square of 10 lines or less will be charged for each insertion, unless the advertisement is inserted 2 months or more.

**3,000** LBS. WHITE LEAD, at McAden's Corner Drug Store.

300 Gallons Lined Oil, at McAden's Corner Drug Store.

3 Barrels Spirit Turpentine, at McAden's Drug Store.

NO. 1 Coach and Copal Varnishes, cheap, at McAden's Drug Store.

FINE Lubricating, Lard and Sperm Oil, at McAden's Corner Drug Store.

Bright Illuminating Kerosene Oil, cheap, at McAden's Corner Drug Store.

Tanners' Strait's and Banks' Oil, at the lowest market price, at McAden's Corner Drug Store.

40 BOXES MANUFACTURED TOBACCO, for sale at the Corner Drug Store.

**A LARGE STOCK**  
OF  
**SPRING GOODS**

Fine white and colored Marcellis Quilts, just received at BARRINGER, WOLFE & CO'S.

Ladies' French Dainty Skirts, India Twilled Long Cloth, Linen Dress Goods, Extra Fine Lace Collars and Cuffs, Valenciennes Lace, Clony Lace, Black Silk Garter Lace, Call and examine our New Goods. BARRINGER, WOLFE & CO.

Irish Linen of an extra quality; Bleached Shirting, extra quality. Call soon.

Black Challis for Mourning Dresses, English Crepe and English Crapes Veils, at BARRINGER, WOLFE & CO'S.

April 15, 1867.

**JUST RECEIVED AT**  
**C. M. QUERY'S NEW STORE,**

A large and well selected stock of  
**SPRING AND SUMMER GOODS.**

DRY GOODS, at extremely low prices.

WHITE GOODS, a full assortment, which will be sold low for cash.

TRIMMINGS—Our stock of Trimmings is complete, and was selected with care.

A full assortment of YANKEE NOTIONS and FANCY GOODS.

HIGH SKIRTS—Brody's Paris Trail Skirts—the most popular skirt now worn—all sizes—Ladies, children and Misses.

KID GLOVES—all colors and sizes, of the best article. Ladies' and Children's Mitts, all sizes, and of the best quality.

FANS AND PARASOLS—A full assortment of all kinds.

SHOES—Ladies', Children's and Misses' boots, shoes and gaiters, of the best Philadelphia make. Also, Men's and Boy's shoes and hats.

**MILLINERY.**

MRS. QUERY would inform her friends that she has spared no pains in selecting her stock of Millinery and Trimmings and having had a long experience in the business feels satisfied that she can please all who will favor her with a call.

Bonnets and Hats made and trimmed to order, and the most reasonable terms and shortest notice.

Dresses Cut, Fitted, Trimmed and made, on reasonable terms and at short notice.

Our terms are strictly Cash. Our motto is, small profit, and dealing to all.

April 1, 1867.

**BONES WANTED.**

A Chance to Make Money.

The subscriber will purchase Bones at 50 cents per hundred, delivered at Concord Factory, or at any Railroad Depot between Charlotte and Greensboro. Cash paid on delivery.

Those who will accumulate Bones in quantities at any point on the Railroad lines, and inform the subscriber, arrangements will be made for their purchase. R. E. McDONALD.

April 1, 1867.

**COOKING STOVES,**  
OF THE NEATEST AND MOST SUPERIOR PATTERN.

**D. H. BYERLY,**  
Springs Building, Charlotte, N. C.

Has for sale **Spain's Anti-Dust Cooking Stoves**, which are the most economical, and great economy in fuel, cannot be surpassed by any stove heretofore used.

Everybody who has used one of these Stoves testify that, for convenience in cooking, durability and cleanliness, they are far preferable to all other patterns. Call and see them.

D. H. BYERLY has also on hand a good assortment of Tin, Japan and Sheet-Iron Ware—such articles as are necessary for house-keeping.

TIN WARE made to order at short notice on reasonable terms.

REPAIRING promptly executed.

D. H. BYERLY,  
Springs Building, Charlotte, N. C.

March 25, 1867.

**NEW GOODS! NEW GOODS!**

**S. B. MEACHAM,**  
Is now receiving and opening his Spring stock of  
**DRY GOODS,**

comprising every article wanted by the people, bought for Cash, and since the great decline in goods, I keep constantly on hand all kinds of goods, viz:

Dry Goods, a general assortment.

Yankee Notions, " " "

Hats and Caps, " " "

Boots and Shoes, " " "

Wooden Ware, " " "

Leather of all kinds,  
Hardware, Cutlery, Guns, &c.

Groceries of all kinds,  
Consisting of Bacon, Lard, Hams, Sugar, Coffee, Fish, Flour, Meal, Pickles, &c., &c.

I will sell any of the above very low. All I wish is a call from any one before purchasing. My motto is, quick sales and short profits.

April 29, 1867. S. B. MEACHAM.

**WORTH KNOWING**—A poison of any conceivable description and degree of potency, which has been swallowed intentionally or by accident, may be rendered almost instantaneously harmless by swallowing two pills of sweet oil. An individual with a very strong constitution should take twice the quantity. This oil will neutralize every form of vegetable or mineral poison with which physicians and chemists are acquainted.

**TO KEEP MEAT FRESH**—As farmers are often at a distance from meat markets, the following directions for keeping meat may be of use to those who try it: Cut the meat into slices ready to fry. Pack it in a jar in layers, sprinkling with salt and pepper just enough to make it palatable. Place on the top a thick paper or cloth, with salt half an inch thick. Keep this on all the while. The meat will remain sweet and fresh several weeks.

**DENTISTRY.**

DR. WM. E. CARR, late of Wilmington, having located in Charlotte, is prepared to attend promptly to all calls relating to his profession. Having had seventeen years experience in the practice of Dentistry, he is confident that he can please all who may give him a call.

All work done with reference to neatness, durability and dispatch. Office over Barringer, Wolfe & Co's, where he can be found at all hours of the day. All work warranted to give entire satisfaction. Teeth filled and extracted without pain. June 10, 1867. 6m

**PICTURES AT 50 CENTS**

And upwards, at the  
**PHOTOGRAPHIC GALLERY**

Over Jas. Hart's & Co's Store, next to the Court House.

Call and get a superb likeness of yourself and family, at low rates according to style and finish.

Copies taken of old Pictures in a superior manner. Satisfaction guaranteed at the Gallery of  
H. BAUMGARTEN,  
Next to Court House  
May 6, 1867. 6m

**GROCERIES.**

**HAMMOND & McLAUGHLIN**

Have just received a large assortment of Groceries, which they offer for sale at reduced prices. Their Stock consists, in part, of the following articles:

40 Sacks prime Rio Coffee,  
30 Barrels Sugar—all grades,  
5 Hogsheads Sugar—yellow,  
25 Barrels Molasses—assorted grades,  
2 Hogsheads Molasses—Cuba,  
10 Barrels Potomac Shad,  
10 Half " Family Mackerel,  
10 Quarter " " "

40 Kits, No. 1 and 2, "  
30 Sacks Liverpool Salt,  
50 Boxes fine English Dairy Cheese,  
50 " Adamantine Candles,  
50 " assorted Stick Candy,  
25 " Layer Raisins,  
Fine Lot of Bacon—N. C. and Western,  
" Flour, Corn and Corn Meal,  
Codfish and Irish Potatoes,  
Leather, Leather, Iron and Nails—all sizes,  
Rice, Yams and Tapioca,  
Fresh Cane Oysters, Sardines and Pickles,  
Sauces, Flavoring Extracts, Soda Crackers, &c.  
And every other article usually found in a Grocery and Provision Store.

We invite the attention of country merchants and others to our stock, and solicit an examination.

HAMMOND & McLAUGHLIN,  
May 27, 1867. 6m

J. E. STENHOUSE, ALLAN MACAULAY,  
NEW YORK CHARLOTTE, N. C.

**STENHOUSE & MACAULAY,**  
COMMISSION MERCHANTS,  
42 Stone Street, New York.

Prompt personal attention given to the sale of Cotton, Cotton Yarns, Naval Stores, &c., and the purchase of Merchandise generally.

Signments solicited.  
June 10, 1867.

**NEW STOCK OF GOODS.**

The undersigned has just returned from the Northern cities with a good Stock of

**Groceries,**

and various other articles, consisting principally of Java Coffee, Rio Coffee of superior quality—none better; Black, Green and Imperial Teas; New Orleans and other Molasses; Bacon Sides, Sugar Cured Hams, Fresh Mackerel, Pickled Shad, Soap, Candies, Pepper, Spice, Ginger, Soda, White Wine and Apple Vinegar, Willow Ware, Buckets of all kinds, Tubs, Brooms, Churns, Kegs, Half-Bushels, &c.

Lorillard Snuff—best quality; Soda, Ginger and Egg Crackers; a fine lot of Brogan Shoes—extra sizes; Liverpool Salt, and best Carolina Rice.

**Leather.**

White Oak Tanned—fine article; large lot of good and good damaged Hemlock; French Calf Skins; Upper and Harness Leather.

White Lead, Powder, Shot and Percussion Caps, all sizes; Whim Rope, Well Rope, Bed Cord, Cotton Cards cheap, Seythe Blades, Pad Locks, Blacking, Matches, Cotton Yarn, Darham's Smoking Tobacco, Chewing Tobacco; Crushed, Pulverized, White and Brown Sugars, and fine assortment of best Nails.

I have selected this stock with great care, and cannot be undersold. Give me a call before purchasing elsewhere. Remember my Motto,

**Quick Sales, Short Profits**

and fair dealings with all. Wheat, Flour, Corn, Bacon and Lard taken in exchange for Goods.

Friends, recommending Freedmen to me, may be assured that they will be dealt with fairly, both as to weight and change—no objection to all goods being weighed that go from this establishment.

Profits are short, and terms necessarily CASH. I also buy and sell on commission all kinds of Produce. Orders and consignments solicited.

Charlotte, N. C., June 24, 1867. W. BOYD.

**JUST RECEIVED**

AT  
**Wilson Bros.,**

Embroidered Bareges, Striped M-zambiques, Plain Mozambiquees, Lawes, Striped Poplins, and a good assortment of Prints.

May 6, 1867.

**HAVE YOU SEEN THE ELEPHANT!**

If not just walk down to

**PRESSON & GRAY'S**

Family Grocery and Provision Store,

where they are daily receiving fresh supplies of Groceries of every description, and buy your supplies while the Horse and Wagon is standing before the door ready to convey your purchases to your house anywhere within the corporate limits, free of charge.

B. M. PRESSON,  
June 10, 1867

## EXPLANATION.

The following strikes us as a fair explanation of the main features of the new Supplementary Reconstruction Bill passed by Congress:

Section 1. Reaffirms that there are no legal State Governments in the ten rebel States.  
2. Empowers the District Commanders distinctly to suspend or remove from office, whenever they deem it necessary, any officer holding any civil or military office, under any power, derived from any so-called State, or any municipal or other division thereof. He shall have power, upon such removal, to fill the vacancy by the detail of some competent officer or soldier of the army, or by the appointment of some other person. These powers are subject to revision by the General commanding the armies of the United States.  
3. The General of the armies of the United States shall be invested with all the powers of suspension, removal, appointment, and detail granted in the preceding section to District Commanders.

4. All acts of the officers of the army already done in removing officers in the said districts, as now provided for in section 2, is hereby confirmed; and it shall be the duty of the Commanders of Districts to remove from office all persons who are disloyal to the Government of the United States, or who use their official influence in any manner to hinder the due administration of these acts.  
5. The Boards of Registration shall have supreme power to decide on the qualifications for registration. They may refuse registration, or strike a name from the list after it has been registered, required only to enter the grounds of such refusal, or such striking from the book upon the registration lists.  
6. Further defines the section in the supplementary act of March, as regards those who are disfranchised. It reaffirms the disability as it stands in the Constitutional Amendment, and then says: "The words executive and judicial offices in any State, in said act, shall be construed to include all civil offices created by law for the administration of any general law of a State, or for the administration of justice." This will still leave room for doubt. The status of notary publics, municipal officers, and of lawyers, is not yet clearly defined, but the District Commanders now have plenary authority in the matter, and orders, we presume, will be issued by them prior to the opening of registration, which will be framed to meet every individual case likely to arise.

7. The time for the completion of registration is extended to October 1, 1867. No person shall be entitled to register or vote because of Executive pardon or amnesty.  
8. Authorizes the Commander, when he shall deem it needful, "to remove any member of a Board of Registration, and to appoint another in his stead, and to fill any vacancy in such Boards." This section to us seems altogether unnecessary; the General being invested with supreme power in his District, certainly may be supposed to exercise this lesser right of removing his own appointees when he may deem it necessary.  
9. Requires that all members of Boards of Registration, and all persons "hereafter elected or appointed to office in said Military Districts under any so-called State or municipal authority, or by detail or appointment of the District Commander, shall be required to take and subscribe the oath of office prescribed by law for officers of the United States." This we take to be the "iron-clad." This oath has to be taken, as above stated, by all persons "hereafter elected or appointed to office," but has no retrospective force or application. Section second empowers the Commanding General to make removals and fill vacancies, but to do so not optional with him; and no oath is required of those now in office.

10. "That no District Commander or member of the Board of Registration, or any of the officers or appointees acting under them, shall be bound in his action by any opinion of any civil officer of the United States." This, if we understand it correctly, means that no opinion of the Attorney-General shall be binding upon the Commanding Generals, or upon any officers acting under them. There can be little doubt that the phrase in a like manner is meant to include the President also; as can be inferred likewise from other parts of the Bill, where a supervisory power is given alone to the General of the armies of the United States, and the President is not named. This, is perhaps, ingenious, but not decisive; for the President is not merely a civil officer of the Government. He is, by the Constitution, the Commander-in-Chief of the Army of the United States, and Congress cannot, without subverting the entire structure of the Government, take from the President his right to supervise the action of all military officers. This 10th Section, however, may mean yet something more than this. If we understand it right, it likewise means that civil officers shall have any right to interfere in the execution of the Reconstruction Acts of Congress. This is somewhat at variance with the opinion expressed recently at Raleigh, by Chief Justice Chase, who recognized no such power in Congress.

Section 11th is of a general character and unnecessary. It provides "that all the provisions of this act and the acts to which this is supplementary, shall be construed liberally to the end that all the intents thereof may be fully and perfectly carried out."  
Here then, we have in detail the provisions of this Third Reconstruction Act, fastened upon us by the imprudence of the President, and also, we, in a measure, think, by the collisions which from time to time have arisen in some of the States, in the course of the execution of these acts, between the civil and the military authorities. We are glad to be able to say, that there have been none such in the Second Military District, and we therefore affirm that these additional restrictions have been superinduced through no fault of ours. The skirts of the people of South and North Carolina, are clear in the matter, as far as we know. Indeed the testimony of the Commander of District No. 2 has affirmed this again and again, both in his speeches and letters.

## STATE NEWS.

**FALL TERM OF SUPERIOR COURTS.**—The Judges of the Superior Courts in this State have arranged their sittings for the Fall term, as follows:

| Circuit     | Judge         |
|-------------|---------------|
| 1st Circuit | Judge Barnes. |
| 2nd " "     | " Shipp.      |
| 3rd " "     | " Gilliam.    |
| 4th " "     | " Mitchell.   |
| 5th " "     | " Warren.     |
| 6th " "     | " Fowle.      |
| 7th " "     | " Merrimon.   |
| 8th " "     | " Buxton.     |

**THE EXECUTIVE MANSION.**—This building has been surrendered to the State authorities. The Military Headquarters, we learn, have been transferred to the late residence of A. M. Lewis, Esq., in the northern part of the City, near the Peace Institute, it having been rented for that purpose.—Raleigh Sentinel.

**PAINFUL ACCIDENT.**—We regret to learn that a painful accident befel Capt. Jay Andrews and lady, while on their way to Wilkesboro, last week. The Captain, lady and infant were travelling in a buggy, when opposite Taylorsville, the throat-latch of the bridle unfastened, and Capt. A. alighted to secure it, by some means the bridle dropped from the head of the horse and he started in a trot, with Mrs. A. and infant in the buggy. The road was rough, and after passing about a half mile the vehicle struck a tree, upset, and threw out the lady and child with some force upon the ground. Capt. A., who is lame, pursued as rapidly as he could, with painful apprehension of finding his wife and child with broken limbs, perhaps dead, on the roadside. When he came to them, Mrs. A. was insensible, tho' not seriously injured, and the infant miraculously had escaped death, having received but slight injury.—Statesville American.

**DAVIDSON COLLEGE.**—Besides the degree of A. B. conferred upon the graduating class, the Trustees conferred the degree of A. M. upon Prof. Delaware Kemper, of Hampden Sydney College, Va., and the degree of L. L. D. upon the Hon. Z. B. Vance of N. C., and Prof. Lamar, of the University of Mississippi.

We are in a truly pitiable and helpless condition in relation to mail facilities. Service has been discontinued on all the routes from this point, and unless the people will exert themselves and petition the Department for them to be reopened, and send bids for service with the petitions, we will be without mail facilities to any point for an indefinite period. We hope the people everywhere will not delay moving in this matter.—Wadesboro Argus.

The mail facilities in this part of the State are not as good as last year. We all thought them bad enough then.

## DESTITUTION IN THIS STATE.

The ravages of war, the loss of property of all kinds, the drouth which prevailed in many localities last year, and the heavy and long-continued rains in June of the present year, have caused much want and suffering in this State. We know there are instances in which the benevolence of the government is abused, but this is to be expected where want so much abounds, and where there is no regular detective system to distinguish the really deserving from the thriftless and vicious. It is better to aid a large number who really deserve it and make some mistakes in so doing, than it would be to aid none because a few unworthy persons might impose themselves on the government. The chief of the Freedmen's Bureau in this State, Gen. Miles, has been very liberal in dispensing aid to our suffering people. This aid is freely bestowed in provisions to all actually needy persons, without regard to color, condition, or former or present political opinions. But even charity has bounds. This aid should be given no longer than it is actually necessary. The people should be encouraged to rely on industry and economy for a living. The habit of begging for, or depending on the government for Governments are established, not to feed people or support them in habits of idleness, but to protect them in their industry and encourage them in their efforts to improve their condition. The aid now extended by the Bureau and by the benevolent, is temporary in its character. It can not be continued as a permanent thing. It ought not to be.

We learn that the suffering in Union County, in this State, is very great. The crops in that County last year were cut off by the drouth.—The people of Union have been relieved to some extent by the Maryland contribution, and the contribution made in Washington City under the auspices of Dr. Powell; but we learn that an officer of the Bureau, who has carefully inquired into their condition by order of Gen. Miles, reports some seven hundred persons as totally destitute, and of course in a starving condition.—We learn that Col. Churr, who has charge of the Bureau during the temporary absence of Gen. Miles, has sent a large quantity of corn and pork to Union, to be distributed among the poor; and the committee having in charge the Boston fund have appropriated the sum of \$300 to the County. This sum has been sent to a committee in Union, who will apply it mainly to the sick, the infirm, and the aged, as it is believed the government will furnish enough meat and bread for the great body of the suffering population.—William Gray, Esq., acting for the benevolent people of Boston, has recently notified Gen. Miles, Col. Pulliam, and W. W. Holden, that he has been authorized to add the sum of \$2,100 to the Boston gift, making in all \$9,100 donated by the Boston people through this channel for the relief of the poor in this State. But \$2,000 of this amount have thus far been actually expended; but the committee, after due consideration, having heard from various parts of the State, have appropriated the bulk of the fund to such localities as seem to be most in want.—Raleigh Standard.

"Tommy, my son," said a fond mother, "do you say your prayers night and morning?" "Yes, that is night; but any smart boy can take care of himself in the day time."

## OPINION BY JUDGE READE.

We published, a few weeks since, the opinion of Chief Justice Pearson in the case of Phillips vs. Hooker, involving the validity of contracts founded on Confederate currency. We give today the opinion of his Honor, Judge Reade, in the same case, which, it will be perceived, is devoted to the learning in the premises:

**PHILLIPS vs. HOOKER.**

READE J.—I propose to consider only so much of the case as involves the question whether Confederate Treasury notes, which were paid for the land, were an illegal consideration. For, very clearly, if the consideration was illegal, the contract will not be enforced in this Court. I shall treat it as a dry legal question.

A contract is not void merely because it tends to promote illegal or immoral purposes.—Hilliard on Sales, 376; Armstrong vs. Toler, 11 Wheat 258; Story's Conflict of Laws, 258.

A contract for the sale of a house and lot is not vitiated by the fact that the vendor knows, at the time of making it, that the vendee intends it for an immoral or illegal purpose.—Armfield vs. Tate, 7 Ired 250.

A sale of goods is not void although the seller knows that they are wanted for an illegal purpose, unless he has a part in the illegal purpose.—Hodgeon vs. Temple, 5 Tarent 181. In which case Mansfield, C. J., says: "The merely selling goods, knowing that the buyer will make an illegal use of them, is not sufficient to deprive the vendor of his just right of payment." In *Dater vs. Earl*, 3 Gray Massachusetts Reports 482, the Court says: "If the illegal use to be made of the goods enters into the contract and forms the motive or inducement in the mind of the vendor or lender to the sale or loan, then he cannot recover, provided the goods or money are actually used to carry out the contemplated design; but bare knowledge on the part of the vendor that the vendee intends to put the goods or money to an illegal use, will not vitiate the sale or loan, and deprive the vendor of all remedy for the purchase money."

When goods are bought from an enemy, even in his own territory, by a citizen of the United States, the sale is valid, and the price may be recovered, although the act might be a misdemeanor, and the property liable as a prize.—Coolidge vs. Ingles, 13 Massachusetts Reports, 26. Authorities are abundant to the same effect.

It will be seen, therefore, that a contract is not void because there is something immoral or illegal in its surroundings or connections. And yet it is equally certain that a contract is void when the consideration is illegal or immoral. What, then, is the criterion? Probably the following cases will show the dividing line: Goods were sold to a man who intended to smuggle them and defraud the Revenue, and the vendor knew of the design; it was held that the contract was valid, and that the vendor could recover the price; *Holmon vs. Johnson*, Cowper, 341. But goods were sold to a man who intended to smuggle them and defraud the Revenue, and the vendor not only knew of the purpose, but put them up in a particular manner so as to enable it to be done; it was held that the contract was void, and that the price could not be recovered; *Briggs vs. Lawrence*, 3 Term Reports, 454. Now what is the difference between the two cases? None—except that in the latter case it was a part of the arrangement, and entered into the intent of the parties that the thing should be done. All these authorities show that the intent of the parties to accomplish the illegal thing is necessary to vitiate the contract; and, therefore, in the case before us, unless the intent of the parties in their contract was to aid the Rebellion, the fact that it did it, (if it did,) by giving currency to the notes, does not vitiate it.

It is not pretended that the Confederate Treasury notes were of no value. It is conceded that they were of value, and that, at the time of the sale in 1862, less than two dollars of the notes would buy one dollar of gold. But it is contended that although of value they were illegal. In what sense were they so? In no case can the thing used as a consideration of itself and independent of the intention of the parties, invalidate the contract if the thing be of value; unless, perhaps, by express Statute. There is nothing which may not be turned to mischief in its use, as poisons, deadly weapons and the like; but still they are sufficient considerations to support contracts, unless it be the intent of the sale to do mischief. The case of *Randall vs. Tolly*, 11 Howard U. S. Reports 493, is very strong in point. In that case Africans had been imported and sold as slaves, which is forbidden by law. The vendor brought suit for the price of one which he had sold; and the defense was that the consideration was illegal. The court says: "The plea that the notes were given for African negroes imported into Texas after 1853 is unavailable. On the argument here, it was endeavored to be supported on the ground that the notes were void, because the introduction of African negroes into Texas was contrary to law.

If these notes had been given on a contract to do a thing forbidden by law, undoubtedly they would be void. Neither of the parties had anything to do with the original contract, nor was their contract made in defiance of law. The crime committed by those who introduced the negroes into the country, does not attach to those who may afterwards purchase them. As respects the defendant, therefore, he has received the full consideration of his notes." And then follows this strong language by the court: "If the defendant should be sued for his tailor's bill, and come into court with the clothes made for him on his back, and plead that he was not bound to pay for them because the importer had smuggled the cloth, he would present a case of equal merits and parallel with the present; but he would not be likely to have the verdict of the jury or the judgment of the Court."

So, in the case before us, it is conceded that it was illegal to issue the Treasury notes, just as it was illegal to import the negroes; but the illegality is in the issuing in the one case, and in the importing in the other, and does not attach to those who afterwards use the thing issued or imported. It was insisted in the argument before us, that the value of the Treasury notes

depended upon their circulation, and that the parties, by using them in their contract, aided in their circulation; so, in the case just quoted, the value of the importation of negroes depended upon their sale, and the transaction between the parties aided their sale, and, in that way, encouraged importation. The fact was undoubtedly true, yet it did not render the contract void. The illegality consisted in their importation and not in their use after importation; so the illegality consisted in the issuing of the Treasury notes, and not in their use after they were issued. If balls, which had been shot in battle, had been found and sold, it might as well be said that the consideration was illegal, because they had been made for, and used in, the rebellion. In *Coolidge vs. Ingles*, supra, the case was that in the war of 1812, a citizen of the United States bought goods of the enemy contrary to law, and brought them to the United States and sold them, and when he sued the purchaser for the price, he set up the defense that it was unlawful for the plaintiff to have bought the goods, and, that, therefore, the consideration of the contract was illegal; but the Court held the contrary. It is absurd to suppose that the goods in that case, or the Treasury notes in this, were illegal. Were not the goods precisely the same as if they had been bought of a friendly power? Certainly. The goods were not illegal, but the trading with the enemy was.

This is the first time that this very important question has come before us for consideration. It has been well argued and patiently considered. We are not without important aid in determining the question. It was well considered by the Convention of 1865, and by the Legislatures which have since assembled. The Convention was prompt to declare that the rebellion, and everything in aid of it, was illegal. And it declared void all contracts which were in aid of it; but it did not declare void all contracts, the consideration of which were Confederate Treasury notes; on the contrary, it plainly declared such contracts valid; that all contracts made during the war shall be deemed to be payable in money of the value of said notes; and directed the Legislature to prepare a scale to show, not that said notes were of no value, but to show what their value really was. And the Legislature did prepare such a scale. Now, if the defense set up in this case be good, then the Convention and Legislatures ought to have made short work of it, and declared that all contracts should be deemed to be payable in Confederate Treasury notes; and that such notes were illegal as a consideration to support a contract, and, therefore, that all such contracts were void. I do not consider the question whether the Convention or the Legislatures had the power to validate or invalidate contracts, but their actions are cited to show that those bodies regarded these notes as valuable, and considerations to support contracts. We thus have the concurrent opinions of the Judiciary, the Convention and the Legislature of the State, and an uninterrupted train of decisions both in England and the United States on kindred subjects, that Confederate Treasury notes are not illegal considerations in contracts between citizens, unless it was the intent of the parties to the contract thereby to aid the rebellion.

Our attention was called to an abstract of a case decided in Tennessee, in which Confederate Treasury notes were held to be an illegal consideration. We regret that we have not the case at large. It seems to have been decided upon