

The North Carolina Whig.

"Be true to God, to your Country, and to your Duty."

VOLUME 8.

CHARLOTTE, N. C., MARCH 22, 1859.

NUMBER 2.

THOMAS J. HOLTON,
EDITOR AND PROPRIETOR.

TERMS:

The North Carolina Whig will be forwarded to subscribers at TWO DOLLARS in advance; TWO DOLLARS AND FIFTY CENTS if payment be delayed for three months; and THREE DOLLARS at the end of the year. No paper will be discontinued until arrears are paid, except at the option of the Editor.

Advertisements inserted at One Dollar per square (10 lines or less, this sized type) for the first insertion, and 50 cents for each subsequent. Court advertisements and Sheriff's Sales charged 25 per cent higher; and a discount of 25 per cent will be made from the regular price for advertisements by the year. Advertisements inserted monthly or quarterly, at 81 per square for each time. Semi-monthly 75 cents per square for each time. Terms for the number of insertions desired or they will be inserted until forbid and charged accordingly.

Postmasters are authorized to act as agents.

T. H. BREM & CO.,
WHOLESALE & RETAIL DEALERS

BRITISH, FRENCH & AMERICAN
DRY GOODS,
CARPETS, HATS, SHOES,
AND
HARDWARE,
CHARLOTTE, N. C.

PICKLE DEPOT.

HAYES and Hunter
HAYES and Hunter
HAYES and Hunter

BEATS! BELTS! BELTS!!!
From the Boston Belt Company.

CASH PRICES:	
2 inch	12 1/2 cts. per foot.
3 "	15 "
4 "	17 "
5 "	19 "
6 "	21 "
7 "	23 "
8 "	25 "
9 "	27 "
10 "	29 "
11 "	31 "
12 "	33 "
13 "	35 "
14 "	37 "
15 "	39 "
16 "	41 "
17 "	43 "
18 "	45 "
19 "	47 "
20 "	49 "
21 "	51 "
22 "	53 "
23 "	55 "
24 "	57 "
25 "	59 "
26 "	61 "
27 "	63 "
28 "	65 "
29 "	67 "
30 "	69 "
31 "	71 "
32 "	73 "
33 "	75 "
34 "	77 "
35 "	79 "
36 "	81 "
37 "	83 "
38 "	85 "
39 "	87 "
40 "	89 "
41 "	91 "
42 "	93 "
43 "	95 "
44 "	97 "
45 "	99 "
46 "	101 "
47 "	103 "
48 "	105 "
49 "	107 "
50 "	109 "
51 "	111 "
52 "	113 "
53 "	115 "
54 "	117 "
55 "	119 "
56 "	121 "
57 "	123 "
58 "	125 "
59 "	127 "
60 "	129 "
61 "	131 "
62 "	133 "
63 "	135 "
64 "	137 "
65 "	139 "
66 "	141 "
67 "	143 "
68 "	145 "
69 "	147 "
70 "	149 "
71 "	151 "
72 "	153 "
73 "	155 "
74 "	157 "
75 "	159 "
76 "	161 "
77 "	163 "
78 "	165 "
79 "	167 "
80 "	169 "
81 "	171 "
82 "	173 "
83 "	175 "
84 "	177 "
85 "	179 "
86 "	181 "
87 "	183 "
88 "	185 "
89 "	187 "
90 "	189 "
91 "	191 "
92 "	193 "
93 "	195 "
94 "	197 "
95 "	199 "
96 "	201 "
97 "	203 "
98 "	205 "
99 "	207 "
100 "	209 "

J. B. F. BOONE,
1907

Paper, Paper, Paper!

WRAPPING PAPER.

J. B. BRYCE & CO.,
Agents for Waxonia Mills.

Wanted,
1,000
COILS OF TAN BARK,

M. B. TAYLOR,
1217

Removal.

COOK STOVES,
PARLOR STOVES.

D. H. BYERLY,
4257

3,400 ACRES OF LAND
FOR SALE.

W. F. DAVIDSON,
4117

Notice

W. R. MYERS,
Trustee of Levy Springs,
1617

H. B. Williams & Co.,
DEALERS IN GROCERIES,
WHOLESALE AND RETAIL.

Our Terms CASH or COUNTRY PRODUCE.

H. B. WILLIAMS & CO.,
Trade Street, 3 doors from the West Corner,
Charlotte, Jan. 30, 1858.

Dissolution.

R. W. BECKWITH & W. J. BRITAIN,
June 10, 1858.

Notice.

H. B. WILLIAMS & CO.,
Watches, Jewelry, &c.,
June 10, 1858.

J. A. ESTES & CO.,
FACTORS AND COMMISSION
MERCHANTS,

J. A. ESTES, THOMAS DEGRAFFENBRED,
June 10, 1858.

Charlotte Mutual Fire Insurance
Company.

THE COMPANY continues to take risks.

OFFICES: M. R. TAYLOR, President,
C. O. VERMAN, Vice President,
E. NYE HUTCHISON, Secy. & Treasr.

NEW FIRM.

THE undersigned having entered into Copartnership for the purpose of carrying on the
Confectionary, Bakery, Fruit,
AND
Retail Grocery Business,

MOODY & NISBET,
February 2, 1858.

THE LIVER
INVIGORATOR!

Compounded entirely from GUMS,
AND OTHER PURELY VEGETABLE INGREDIENTS.

THE LIVER INVIGORATOR

W. F. DAVIDSON,
4117

CANDY FACTORY.

Fresh Confectioneries, Fruits,
&c., &c.

Confectioneries, Fruits,
FANCY GROCERIES, CIGARS,
TOBACCO, SNUFF, TOYS.

NEW GOODS.

KAHNWEILER & BROTHERS

FANCY & STAPLE
DRY GOODS.

ROBNETS, MANTILLAS,
AND
READY MADE CLOTHING.

BERNERS and BLANKETS,
BOOTS, SHOES, HATS,
CAPS,
TRUNKS, &c.

WHOLESALE ROOM,
FOR WAREHOUSE BUYERS.

GROCERIES.

WESTBROOKS & MENDENHALL,
Proprietors of the West Green Nurseries
and Gardens, near Greensboro, N. C.

W. F. DAVIDSON,
4117

HAWKS'S
History of North Carolina.

THE 3rd volume is now published. It contains the history of the Proprietary Government, from 1683 to 1729.

THE 4th volume is now published. It contains the history of the Proprietary Government, from 1729 to 1776.

THE 5th volume is now published. It contains the history of the Proprietary Government, from 1776 to 1789.

THE 6th volume is now published. It contains the history of the Proprietary Government, from 1789 to 1800.

THE 7th volume is now published. It contains the history of the Proprietary Government, from 1800 to 1811.

THE 8th volume is now published. It contains the history of the Proprietary Government, from 1811 to 1820.

THE 9th volume is now published. It contains the history of the Proprietary Government, from 1820 to 1830.

THE 10th volume is now published. It contains the history of the Proprietary Government, from 1830 to 1840.

THE 11th volume is now published. It contains the history of the Proprietary Government, from 1840 to 1850.

THE 12th volume is now published. It contains the history of the Proprietary Government, from 1850 to 1858.

THE 13th volume is now published. It contains the history of the Proprietary Government, from 1858 to 1860.

THE 14th volume is now published. It contains the history of the Proprietary Government, from 1860 to 1868.

THE 15th volume is now published. It contains the history of the Proprietary Government, from 1868 to 1876.

THE 16th volume is now published. It contains the history of the Proprietary Government, from 1876 to 1884.

THE 17th volume is now published. It contains the history of the Proprietary Government, from 1884 to 1892.

THE 18th volume is now published. It contains the history of the Proprietary Government, from 1892 to 1900.

THE 19th volume is now published. It contains the history of the Proprietary Government, from 1900 to 1908.

THE 20th volume is now published. It contains the history of the Proprietary Government, from 1908 to 1916.

THE 21st volume is now published. It contains the history of the Proprietary Government, from 1916 to 1924.

THE 22nd volume is now published. It contains the history of the Proprietary Government, from 1924 to 1932.

THE 23rd volume is now published. It contains the history of the Proprietary Government, from 1932 to 1940.

THE 24th volume is now published. It contains the history of the Proprietary Government, from 1940 to 1948.

THE 25th volume is now published. It contains the history of the Proprietary Government, from 1948 to 1956.

THE 26th volume is now published. It contains the history of the Proprietary Government, from 1956 to 1964.

THE 27th volume is now published. It contains the history of the Proprietary Government, from 1964 to 1972.

THE 28th volume is now published. It contains the history of the Proprietary Government, from 1972 to 1980.

THE 29th volume is now published. It contains the history of the Proprietary Government, from 1980 to 1988.

THE 30th volume is now published. It contains the history of the Proprietary Government, from 1988 to 1996.

THE 31st volume is now published. It contains the history of the Proprietary Government, from 1996 to 2004.

Mr. Fisher's Reply—Continued.

As regards the statement of Col. Gwynn's letter, I have only to say, the recollection of the chairman, Judge Saunders, Mr. Dorch and myself, (Maj. Rand I have not seen), is very clear, that our consultations with the chief engineer and assistant engineer, were frequent; and although they failed to recommend any terms, and declined to do so, much to our increased trouble and embarrassment, they did willingly acquiesce in our recommendation as the best for closing a vexed matter. Our opinion was, I very distinctly recollect, that they were very glad to get clear of this matter on these terms so easily and so cheaply. As to the contract, its execution, &c., I had nothing whatever to do with it. Mr. Moore was in Raleigh and offered to give the chairman any information he wished, some weeks ago as I informed the chairman.

The contractors allege that they can show the work of their construction to have cost the company less, (throwing in all additional cost of repairs so particularly mentioned in this report), than any part of the line for the chief reason that their purchase of iron was the most fortunately timed of any other.

The next count in the chairman's bill of indictment against me, is as to the report contracts.

This may be briefly depicted. All road contracts of 1855 and '56 as well as previously, were made by the engineering corps who were in charge of construction and of transportation at each end. The chief engineer directed and controlled this. As soon as I was able to understand the condition of things along the line of 223 miles, I stopped all contracting for wood, except at such points as were deficient in supply—and also more than that I fixed the rate at \$1.25 per cord, where formerly \$1.50 was paid (one thing, however, I did do which the chairman may censure. I found many cases where large contracts had been promised, but so written agreement made at the time. In all such cases where the persons had prepared to do the work on the faith of these promises, I ordered the contracts to be executed. It may be gratifying to the chairman to hear now what he might have learned on enquiry from me sooner—that very little loss has resulted from the large supply of wood beyond the inconvenient expense of paying for it, except in the interest on the amount. It was generally of excellent quality. Whether good or bad, however, the chairman cannot exactly fix it upon me, as he attempts to do.

His next count, is for right of way to Mr. Andrews in Raleigh. The memory of the Treasurer has been somewhat defective as to this transaction. It is not true as stated, that the deed of relinquishment signed by Andrews is in my possession—it ought to be in its proper place, but it is true, that Andrews signed a deed for right of way through one lot. Nobody ought to know better than the treasurer, however, that the payment to him was for an entirely different piece of land. The facts are, that the chief engineer, by my consent agreed with Andrews on a commission to assess damage—the assessment was regularly made and afterwards of necessity paid by us. The former president or the treasurer could have informed the chairman, if he had enquired, whether high assessments at Raleigh or elsewhere, were unusual, and what difficulties invariably attended such proceedings.

The case of Gen. Trolinger, at Haw River, is next.

This was an act of the board, deemed by them just and right, of the propriety of which, as the chairman has enquired into no connecting circumstance or reason, I take the liberty of saying, he is woefully ignorant of judging justly and truly. He speaks with manifest ignorance and prejudice. In proof of which I take one single sentence—he says, "your committee learn the water is of no value being only two miles from Graham and four from the shops." Judge of his capability to enquire and pronounce, when I state a fact well known to the board and to all men on the road, except perhaps the treasurer, or he would have mentioned it to the chairman, that this worthless water has, during the dry summers, been our chief dependence for 20 miles of road next to it for the running of our trains!—without it we must have stopped work or provided other supplies, as the expensive station wells were not completed, and the water was not available. In this way it has paid for above its cost to us.

Next is the chairman's section on the express train which is really so absurd throughout, and displays such unmitigated ignorance of the subject, that I cannot undertake to mend its blunders or correct the mis-statements—but will give a brief account of this service, without referring to his statements.

This second service of passenger trains was commenced in March of 1857. The reasons which caused the board to put it in operation, were these:

The mail train left Charlotte early in the morning and passed through the line by day to Goldsboro in the evening. The mail train of the Charlotte and South Carolina Railroad, our southern connection, arrived at Charlotte in the afternoon. As a consequence, passengers coming through were detained from 4 or 5 o'clock P. M. to 6 o'clock A. M., more than 12 hours at Charlotte, going north. The same was the case when our train reaches Charlotte in the evening, and the passengers had to wait until 8 o'clock next morning, or more than 12 hours, going south. This caused very great dissatisfaction, and as much complaint against the board as the chairman makes, if possible, but it could be remedied. We offered to divide the night running with the Charlotte and South Carolina Road, but they were unwilling to subject their people along the line to this inconvenience to way travel. We had the same difficulty, and finally, after much consultation, both boards agreed to put on an additional service—the express train—as the only possible means of accommodating the conflicting demands of the two roads. Last spring of 1857, we concluded that it was best to make the most of the second train by running on through connections of time with the South Carolina Road, and the northern train at Weldon by way of the Raleigh & Gaston Road.

This running, with through connections perfect, we entered upon on the 7th of April last, and continued to the early part of January—as my report states, when, considering the proportion of time allowed me less than it ought to be, and not thinking it good policy to make this speed, while the unusual winter was so hard on the road, and might endanger the trains, I reduced the speed for a time.

This explains the service of the Express Train, its policy and necessity, we had either to run one day train connecting no where by 12 hours, or to run altogether at night, or put on this Express service.

As to its additional cost, the chairman chose to enquire of the office men, and master mechanics rather than of myself. This was of course to make out, if possible, that my statements concerning it were incorrect. These are the facts: For the service of one train only, there is required an equipment of seven engines, (four mail and three passenger coaches); for both trains we use ten engines and fourteen passenger coaches, with three baggage cars. The actual additional expenditure per month for the second train, does not exceed my statement of figures, which he refers to. The statement he gives, as that of the master mechanic, was never given by him as his cost, but is the chairman's own account made up from separate questions to the master mechanic. The chairman cannot comprehend, and this is not his fault—how should he?—that two trains on a road are not obliged to cost the double of one train, for the reason that the two services united, may be operated more economically and with a smaller equipment for fuel, than relatively for one.

His estimates and comparisons as to the passenger traffic are, in the same manner, wholly erroneous. The express train did much to save us from the same falling off in receipts last year, which occurred almost universally, upon all roads in the country, by giving us some through travel, and by affording greatly increased facility to way travel; so that our road was one of the few which actually increased its receipts in the "panic year."

But what does the chairman propose? That the General Assembly shall pass an act to regulate the running of trains on the North Carolina Railroad, or appoint him, for his learned chapter thereupon, superintendent of transportation on the part of the State? What a commentary on railroad policy and management is this disposition of the chairman! That difficult thing, which has engaged the thoughts and labor and years of able men in practice and study, which has been not often successfully accomplished anywhere, which has caused many to fail, few to succeed, this whole is mastered and elucidated by reading the very good letter of our former chief engineer, which I am sure, he never expected to work such a wonder, and by a few questions and estimates in a committee room.

Next follow his remarks on the only loan debt of the road—the eight per cent bonds. This was sufficiently explained in my report of late date, so as to be easily understood by all who desire to understand it, and I do not consider it necessary to repeat what was then said. The chairman can see this, and correct a common mistake referred to in my report, that upon the memorial of the road, the last Legislature passed an act authorizing the directors to issue bonds, &c. It seems the chairman will not know the tenor of this act, which was only to authorize the rate of interest; the authority to issue bonds being granted by the charter. He can learn more of this loan matter than he seems to know by reviewing my report, which I am afraid his labors have caused him to neglect.

As to the sinking fund therefore, he is again, as usual, mistaken, in thinking he discovers matter for censure of me in the second action of the board; these bonds were some time ago set apart, but not registered, which is the last order of the board.

The objects, complaints, and observations touching this loan are so manifestly in a spirit of captious fault-finding, that I let them pass for what they are—worth.

The next subject is—the Company Shops. The chairman, like some of his friends on the line, seems to be rather unamiable disposed towards this place, for although he admits its value to the road, and does not exactly censure the location, yet he says, "We do not find that Colonel Gwynn or any other engineer recommended the town which must necessarily grow up around these shops for the residence of the officers of the Company."

Here is a very plain issue. The fact is stated in my late report that the "town" was built according to plans on file, approved, adopted, and handed to me. He had my report, yet he makes the statement above, which he pleases—the facts, that the plans and estimates for every building at the company shops, except those for the hotel and master of the road, and for the store house of Messrs. John M. Worth & Co., were prepared under the eye of the chief engineer, Col. Gwynn, and adopted. I have planned the cost on some, and changed the plans of others, but am sorry to say, cannot claim the honor of the plans or location. The censure of the chairman and his friends would have very little terror for me otherwise. I may safely challenge him to go out to this place and point out one unnecessary building. He very well knows there is none such. He knows, moreover, that by far the largest part of the work has been done under contracts made by the board of directors and chief engineer before my term, and the balance at the same rate. He knows that the day work of Dudley & Ashley, which he publishes at length, was done under contract made by Col. Gwynn. He knows that the day and "job" work of Jas. G. Moore, which he publishes at length, was done under contract made with Col. Gwynn, and simply continued in force upon the same terms. He knows that the heavy brick work was done under a similar contract with the chief engineer, by order of the board, long ago, and that a considerable part of the estimates of Dudley & Ashley were for old work at Goldsboro' and elsewhere on the road.

He knows these things, or he is willfully ignorant. I could have informed him, the treasurer could have informed him, or either one of these men could have informed him. How then does he stand as having mistaken the facts! He extravagantly lauds the chief engineer on one page; he places the heaviest censure on his conduct upon the next.

A crooked pathway requires circumspect walking.

The chairman recites the cases of men who have done work at the shops, and states the amounts of their estimates, but he singularly overlooks one of the largest contractors of them all, whose work was perhaps most profitable; his nearest neighbors too, Messrs. McKnight and Houston, of the town of Greensboro'; their estimates amount in the aggregate to \$31,861.50. They did good work and received good pay, and every indulgence and liberal treatment at the hands of the chairman is a slight I cannot readily allow. Let justice be equal to all.

The chairman refers to one of the men engaged at this place, James G. Moore, in terms and in a spirit not becoming his position. He calls Mr. Moore "a door of odd jobs about the shops." Any man may be "a door of odd jobs" that are clean work, without reproach, but I dare say the chairman will agree with me in opinion, from his age and experience of life, that the doing of odd jobs is often very hard work—harder than it seems.

I must say a few words in defence of the contracts made with Dudley & Ashley, and with James G. Moore, by the chief engineer, before my day; that they were carefully looked into by me and found, in my judgment, to be just, fair, and expedient; that with Dudley & Ashley was for framing and putting on the unusually heavy roofs on the shop buildings, and the actual cost was less than any contractor would have bid on the work as a whole; in fact, very few mechanics in the country were able to do it at all, as it was work requiring much skill, and attended with much expense and danger.

The estimates to these men on the books were made according to contract with them, upon regular measurements by square and cubit, and regular prices, which show for themselves to be full, fully as low as such work can be had for in the country, and the whole not only constantly observed by myself in its progress and completion, but also examined, inspected, measured and received, regularly and very carefully, by a master mechanic, having more knowledge of his business than any engineer could have, and much better qualified to do this than the chairman has shown himself to be to examine and report on it. The chairman shows his ignorance in talking about measurements on a Railroad by "disinterested" men.

The rates paid to James G. Moore on his estimates made and approved by the chief engineer first, and approved by me afterwards, because considered right and fair, have been set forth as enormously extravagant. If the chairman had ventured to look back beyond my term he would have found Moore's estimates there—and he is obliged to forget that the chief engineer was in office up to January 10th, 1856.

The terms of Moore's contract were, to furnish hands for any and all work required by him—to serve in the shops, on the engines, or cars, on the road, or in any other capacity—to board and clothe them, to lose all lost time of bad weather or other cause, all sick time—and to be solely responsible for the character. He can learn more of this loan matter than he seems to know by reviewing my report, which I am afraid his labors have caused him to neglect.

As to the sinking fund therefore, he is again, as usual, mistaken, in thinking he discovers matter for censure of me in the second action of the board; these bonds were some time ago set apart, but not registered, which is the last order of the board.

The objects, complaints, and observations touching this loan are so manifestly in a spirit of captious fault-finding, that I let them pass for what they are—worth.

The next subject is—the Company Shops. The chairman, like some of his friends on the line, seems to be rather unamiable disposed towards this place, for although he admits its value to the road, and does not exactly censure the location, yet he says, "We do not find that Colonel Gwynn or any other engineer recommended the town which must necessarily grow up around these shops for the residence of the officers of the Company."

Here is a very plain issue. The fact is stated in my late report that the "town" was built according to plans on file, approved, adopted, and handed to me. He had my report, yet he makes the statement above, which he pleases—the facts, that the plans and estimates for every building at the company shops, except those for the hotel and master of the road, and for the store house of Messrs. John M. Worth & Co., were prepared under the eye of the chief engineer, Col. Gwynn, and adopted. I have planned the cost on some, and changed the plans of others, but am sorry to say, cannot claim the honor of the plans or location. The censure of the chairman and his friends would have very little terror for me otherwise. I may safely challenge him to go out to this place and point out one unnecessary building. He very well knows there is none such. He knows, moreover, that by far the largest part of the work has been done under contracts made by the board of directors and chief engineer before my term, and the balance at the same rate. He knows that the day work of Dudley & Ashley, which he publishes at length, was done under contract made by Col. Gwynn. He knows that the day and "job" work of Jas. G. Moore, which he publishes at length, was done under contract made with Col. Gwynn, and simply continued in force upon the same terms. He knows that the heavy brick work was done under a similar contract with the chief engineer, by order of the board, long ago, and that a considerable part of the estimates of Dudley & Ashley were for old work at Goldsboro' and elsewhere on the road.

He knows these things, or he is willfully ignorant. I could have informed him, the treasurer could have informed him, or either one of these men could have informed him. How then does he stand as having mistaken the facts! He extravagantly lauds the chief engineer on one page; he places the heaviest censure on his conduct upon the next.

A crooked pathway requires circumspect walking.

The chairman recites the cases of men who have done work at the shops, and states the amounts of their estimates, but he singularly overlooks one of the largest contractors of them all, whose work was perhaps most profitable; his nearest neighbors too, Messrs. McKnight and Houston, of the town of Greensboro'; their estimates amount in the aggregate to \$31,861.50. They did good work and received good pay, and every indulgence and liberal treatment at the hands of the chairman is a slight I cannot readily allow. Let justice be equal to all.

The chairman refers to one of the men engaged at this place, James G. Moore, in terms and in a spirit not becoming his position. He calls Mr. Moore "a door of odd jobs about the shops." Any man may be "a door of odd jobs" that are clean work, without reproach, but I dare say the chairman will agree with me in opinion, from his age and experience of life, that the doing of odd jobs is often very hard work—harder than it seems.

I must say a few words in defence of the contracts made with Dudley & Ashley, and with James G. Moore, by the chief engineer, before my day; that they were carefully looked into by me and found, in my judgment, to be just, fair, and expedient; that with Dudley & Ashley was for framing and putting on the unusually heavy roofs on the shop buildings, and the actual cost was less than any contractor would have bid on the work as a whole; in fact, very few mechanics in the