

THE STAR,

And North-Carolina State Gazette.

No. 35.

RALEIGH, (N. C.) FRIDAY, SEPTEMBER 17, 1819.

Vol. 31.

PUBLISHED WEEKLY.
BY THOMAS HENDERSON, jr.
 TERMS: THREE DOLLARS PER ANNUM IN ADVANCE. SINGLE COPIES FIVE CENTS. ADVERTISEMENTS: NOT BY LINE, BUT BY THE SQUARE. THE SQUARE IS ONE LINE OF TYPE, FOR ONE DOLLAR, AND TWENTY-FIVE CENTS FOR EACH CONTINUITY.

State of North-Carolina,
Guilford County.
 Court of Pleas and Quarter Sessions, August Term, 1819.
 Frederick W. Peters by David W. Brandon, Agt. for vs. James H. Deakey—Original attachment issued and James H. Deakey and Elizabeth Deakey summoned as parties. Appearing to the satisfaction of the court, that the defendant in this case, is not an inhabitant of Guilford County, the court ordered that publication be made in the Star for three months, that unless the defendant appear, the Term of said Court on the third Monday of November, next, the court will award judgment, with costs, in favor of the plaintiff. Test. JNO HANN, C. C. C. August 1, 1819. 36-5m. ad. 84-5-2

Valuable Raleigh property for sale.
 I will sell upon reasonable terms, upon a credit, my houses and lots in the city of Raleigh. The buildings are convenient and comfortable, and within a short distance of the State House. A good man disposed to practice Law or Physic will find it a convenient stand; there is an office on the premises well adapted to either profession.
 HENRY SPAWELL
 Raleigh, September 1, 1819. 36-6t

NOTICE.
 LAST evening runaway from the subscriber, a negro girl, by the name of JIN, eighteen or nineteen years of age, about five feet high, tolerable dark colour, with a scar on her neck near her ear, about one inch long, her small toes are uncommonly short, and her big toe considerably the longest. She is supposed to be half gone with child, and is a likely girl. She took with her two cotton frocks, one cap, brass shackles, and the other is striped with blue, and one filled with black yarn, one pair of red morocco shoes, & a pair of white cotton stockings. I suppose she went off with a nigger-boy of Florida Cannally's. It is likely they will pass together as free people; and may take up their habitation in some town, for employment a while, and then make for some free estate. It is likely they will have some company with them. If any person will bring her to me or confine her in jail so that I can get her again, they shall have a reward of 50 dollars.
 FREDERICK BECK.
 Granville county, N. C. August 26, 1819. 36-5p.

Greenville Academy.
 An examination of the students in this Academy, will commence on Tuesday the 7th of September next. Parents, guardians and all others interested, are requested to attend. The exercises of the Academy will be resumed on the first Monday of October next, under the superintendance of Mr. Alexander Gansfield, our late teacher, a gentleman of unimpeachable moral character, who took his degree in Yale College, and is in every way well qualified for the government of the school.
 RICHARD EVANS, Secy.
 August 25, 1819. 36-6t.

HACK, pair of horses and a careful Driver for hire. Also, a Gunboat and single horse.
 Signure of WILLIAM SHAW.

VALUABLE LAND FOR SALE.
 I WILL sell on accommodating terms, my tract of land near Simon's bridge, where I lately resided, containing eight hundred acres. The land is not inferior to any in the county, is entirely woodland, and is situated on both sides the main road, leading to Williamsborough. There is on the premises a good dwelling house, with four rooms, kitchen, and all other necessary houses, with an elegant garden, all new, and a better spring is not to be found in Franklin County.
 WM. P. TAYLOR.
 Franklin County, September 6, 1819. 36-6t.

Regimental Orders!
 ALL the Militia belong to the second regiment of Wake county, are requested to attend at their usual parade ground in the city of Raleigh on Friday the 4th inst. at 10 o'clock in the morning, armed and accoutred as the law directs, for the purpose of forming a regimental muster. By order of William Daniel, Col. Commandant.
 GREEN H. KABY, Adj.
 37-3t.

State of North-Carolina,
Wake County.
 PERSONALLY appeared before me, Orren Vincent, of the county and state aforesaid, and made oath that on the night of the 24th July last past, that he lost two tobacco notes given to Jubilee Rogers for two hogheads to be used in Fayetteville the 24th February 1819, by Potts and Leeks. The Nos of the two hogheads are as follows, (ie) No 455, 1400, 130, 1270, neat. No. of the other hoghead, 406, 1370, 150, 1440, neat. And that they have been duly advertised at Raleigh, in the Register, Minerva, and Star papers.
 Sworn to, and subscribed before me this 6th September, 1819.
 THOS. HENDERSON, jr. J. P. 37-4t.

Notice.
 ABOUT the 1st of May last, a dark brown or black mare, a male strayed from my lot in this place, and has been heard of since in the neighborhood of Ayresborough, and is now being sought for Halifax or Person County, where she was raised. She is very likely, well made, can see out of her eye, was out with an axe when very young, a little above the hoof on the right side, behind the scar, of which it is to be seen, and causes the hoof to turn out a little. Any person delivering said mule, or giving such information as will lead to her recovery, either to David Yarbrough Esq. of Hillsborough, Nathaniel Norfleet, Esq. of Person county, Col. H. G. Burton of Halifax or myself, shall be generously rewarded, and all reasonable expenses paid.
 SAMUEL P. ASHE.
 Fayetteville, August 1819. 37-4t.

Caution!
 THE public are cautioned against a certain Mr. Benjamin Franklin, who under pretence of teaching vocal music, &c. &c. has deceived the subscribers out of between two and three hundred dollars, and has run away. It has been said that his real name is not Franklin, and that he has been seen on very intimate terms with a company of counterfeiters, who lurk about the Black mountain. Franklin is about five feet ten inches high, light complexion, thin nose and walks very erect—has great pretensions to politeness. He rides, or he rode from this place a grey beast and carried a pair of saddle bags and valise with him. Any information of this gentleman addressed to the subscribers or any one of them, will be thankfully received.
 James Avery,
 M. Sudderth,
 Samuel Newland,
 J. McW. Krwin,
 Tho. Walton, P. M.
 Morganton, Burke county, N. C. 37-4t

Notice.
 A RECORDED from my bed and board on Tuesday the 1st inst. at my wife's Office. I have seen and examined the original, and I find that all persons who are indebted to me, as I am determined to pay the debt, should do so as soon as possible.
 DAVID JONSON.
 Wake County, September 5, 1819.

Twenty-five dollars Reward.
 FOR THE RECOVERY OF THE FOLLOWING BANK NOTES:
 One hundred dollars Bank of Pennsylvania, No. 1000, dated 1st Dec. 1818, payable to the order of the said Bank, and which was deposited in the post office at Raleigh, N. C. on the 1st inst. and which was taken from the post office on the 2nd inst. by a person who has since been identified as the person who took the same from the post office. The said Bank notes were taken from the post office at Raleigh, N. C. on the 1st inst. and were deposited in the post office at Raleigh, N. C. on the 2nd inst. and were taken from the post office on the 3rd inst. by a person who has since been identified as the person who took the same from the post office. The said Bank notes were taken from the post office at Raleigh, N. C. on the 1st inst. and were deposited in the post office at Raleigh, N. C. on the 2nd inst. and were taken from the post office on the 3rd inst. by a person who has since been identified as the person who took the same from the post office.
 MICHAEL COLLINS.
 Nash county, N. C. September 5, 1819. 37-3t.

Law Intelligence.
 From Relf's Philadelphia Gazette, Sept. 2.
 Mr. Relf.—The Bank of the United States having assumed a position which if they can legally defend, will no doubt be taken by other banks to the injury of the public. I send you a case decided in the circuit court of this district, before judges Washington and Peters, with this single observation, that if the resolution is persisted in, it will add a very serious evil to the trading interests of the community, and increase the catalogue of complaints, already too numerous, against that institution.
 C. & Thomas Ballett,
 vs.
 President & Directors of the Bank of Pennsylvania.
 Circuit Court of the United States—third circuit and district of Pennsylvania.
 Coram—Washington and Peters judges, at April session, 1805.

Case agreed.—The plaintiffs being bona fide holders of a valuable consideration possessed of certain notes issued by this bank, and having occasion to remit money to Baltimore, cut them in halves and in February, 1806, enclosed the half parts of said notes to their correspondent in Baltimore, which were duly received—shortly after they enclosed the remaining half parts in a letter to the same person, which letter with the enclosures was carefully deposited in the post office at Louisville, in Kentucky, but the same with the enclosures have never come to the hands of the person to whom it was directed, nor has it nor the said half parts of the notes been since heard of by the plaintiffs.
 The plaintiffs offer to the defendants ample and satisfactory security to indemnify them against all claims, loss or injury, which may happen on account of the said half parts of the said notes. Question, If the defendants are bound to pay the whole or what part of said notes?
 Hopkinson, for plaintiffs, contended that the defendants were once indebted to the plaintiffs in the full amount of said notes and though one half is lost, yet evidence may be given of the loss, and plaintiffs are entitled to recover on such proof as well as if they had the notes to produce—ven profert may be dispensed with if the action stated the loss of the deed, and if the evidence support the allegation.
 Mariae 67, on bills, states, that if the bill be lost, the payee must proceed regularly to protest, which could only be required on the ground that on proving the loss he might recover against the acceptor or drawer.
 Ingersoll, for defendants, answered that were the defendants to pay the whole on the evidence of the half parts which are produced, they might be made liable to pay the other half whenever the other half parts appear.
 Washington—This inconvenience could not happen—it is stated that the plaintiffs were possessed legally of the notes, that they cut them and sent them by post in half parts, at separate times; then it is impossible that any other person could acquire such a possession of the half which never came to hand, as to entitle him to an action against the defendants, because, should these half parts be offered in market by the person who found them to any third person, such third person taking them in payment, though for a valuable consideration would not take them bona fide, because the very circumstance of their being but half parts, would be notice that the other half was in the hands of the true owner, or some person claiming under him, or at any rate he would take them under such circumstances as would subject him to every equity vested in any other person.
 A note payable to bearer, passed by delivery to a bona fide purchaser, but if there be any other thing on the face of such note sufficient to awaken suspicion and to apprise the purchaser, that the person from whom he received it may not be the real owner, such third person takes the note subject to the right of such owner.

Agricultural.
CULTIVATION OF WHEAT.
Barbourville, July 26, 1819.
 SIR—Wheat, being the staple of the finest portions of the earth whatever, materially concerns its cultivation, is interesting to mankind. Any attempt to communicate information upon this interesting subject however abortive it may be, will, in regard to the motive from which it originates, be favorably received. A judicious collation of the results of different experiments—results which it behoves every farmer to make public, if attended with any peculiarity, leaving it pernicious, as a warning, or if beneficial, inviting to an imitation, will, finally, place within the reach of all the best system of cultivation. Influenced by these impressions, I take the liberty of communicating to you the results of some experiments I have been making, as also, the reflections to which they have given rise.
 The two principal enemies to wheat are the Hessian fly, and the smut. The discovery of a preventive to their pernicious effects, would be of lasting benefit to human kind. It has been pursued with an eagerness in proportion to its importance, but unhappily as yet, not with a corresponding success. I have endeavored to contribute my mite in this laudable undertaking, and herewith present you with the result.
 First of the Hessian fly.—It first appeared in this section of the country in '98. The crops being materially affected, we profited by the suggestions of our northern neighbors, among whom it had been destructive for several preceding years, and postponed seeding from the 20th August to the beginning of October. The result of this was to expose that which was sown last to the effects of the frost in winter and the fly in spring—and hence partial and sometimes indeed a total loss ensued. A powerful apprehension began to prevail that the fly was a calamity without remedy. This was at length mitigated, by a rumor that a wheat had been found which was fly proof. Mr. C. Hunton of Albemarle, brought some years past a very small parcel of wheat, which on account of its qualities, he called Columbian, (but which is more generally known as Lawler) from his friends in Fouquier. This wheat he asserted from actual experiment, resisted the fly. Anxious to test

its truth, I procured 20 lbs. in the autumn of 1815, two of which I sowed in my garden, 18 in my corn land, about the middle of October. Both were exempt from the fly, while my other wheat was partially affected. The produce of 2 lbs. sown in the garden was 54 1-2 pounds—that in the corn field was 239 pounds, weighing 63 to the bushel. The whole product (being about five bushels) was sown on tobacco and in the autumn of 1816 produced about 110 bushels. This wheat was sown in a middle of the field containing about 100 acres. All besides the Lawler wheat, which was uninjured by the fly, was almost utterly destroyed—not producing above 5 bushels the acre. The crop of 1817 was in a good degree destroyed by the fly. The successful experiments with the fly proof wheat, with the serious loss in the crop of 1817, induced me to purchase one hundred and fifty bushels of the Lawler, which, with my own, made 260 bushels. I resolved to commence seeding early in September with the Lawler and to continue it till the last of September—then sow the ordinary kind, and finish with the Lawler; hoping thereby to guard against the effects of the fly as well in the autumn as in the spring. The crop of 1818 was generally exempt from the fly: the Lawler wheat which was sown early produced a fine crop—the late sowing, a very indifferent one, being somewhat rusted, as well as affected with the smut; in some degree. I resolved to bring to actual experiment its relative capacity with other wheat, to resist the fly—to that end I caused equal quantities of the Lawler, and early wheat, to be sown on the 27th of August, 1817, in a piece of land cultivated in the Indian pea—under circumstances every way equal. The result was the entire destruction of the early wheat by the fly—while the Lawler wheat was so far exempt from its ravages as to bring a good crop. Emboldened by this experiment, I commenced seeding the last autumn about the first September. As my tobacco crop was late, and we were at that time finishing its culture, I caused some thirty acres to be sown in the Lawler wheat. The product is superior to any crop I have seen. Although the fly appeared in the wheat both in the sowing of 1817 and 18, yet it survived the attack without any apparent loss. As yet, therefore, the results of all my experiments, justify me in saying that it is, substantially, able to contend with this formidable enemy to other wheats. Any attempt to account by a satisfactory hypothesis for this quality is entirely apart from my purpose, and therefore will not be made. The staple of this wheat is inferior to none—its relative productiveness (though there be a popular opinion to the contrary) is unquestionable as far as my experiments go—but there are other objections of a serious kind which lie against it—it is a later wheat than the purple straw, or bearded by a week. It will therefore not abide being sown late—as it exposes it to rust. It has a strong disposition to the smut; and I fear it is liable to what is called by some the sedge, by others the studs—Of this, however, I am far from being satisfied. My suspicion was excited by a few marked spots of a very limited extent, (a few yards square only,) for which I could not otherwise very satisfactorily account. On smut in wheat, I will now lay before the society my experiments, and their results.

The first case of smut which I discovered was in the spring of '16, in the early wheat, which induced me to examine my crop more minutely—and it resulted in discovering it in small quantities in every kind I cultivated viz. the Lawler, the bearded, and the purple straw. In '17, the disease had greatly increased, and made it necessary that resort should be had to some preventive, if indeed any existed. Profiting by the suggestions of the best tracts within my reach on agriculture, I availed myself (believing it the most effectual remedy) of a change of seed as far as practicable. I applied to a neighbor who adjoins me, and who to this day has never had a head of smutty wheat on his estate, for bearded wheat; which with that of my own seed, I subjected to the following process; I prepared a vessel containing 20 gallons in the shape of a half hoghead, and filling it two thirds with water, which I saturated with salt; then pouring the grain gradually in—the imperfect grains with some cockle and grains of smut unbroke, were seen swimming on the surface of these I caused to be taken off, by a sieve, so as to save the water. I caused it then to be stirred as long as any thing would rise to the surface. The wheat was then taken out & spread on the barn floor. At the moment I commenced washing my wheat, I caused unslacked lime, in the proportion of a gallon of lime to the bushel of wheat, to be placed also on the barn floor, which was then slacked, and when three or four bushels of wheat had been cleansed, the lime was found to be sufficiently cool to be applied to the wheat; which was then well mixed with a weeding hoe. I then superadded a peck of plaster to each bushel, and proceeded immediately to sowing it.—The general result has been an exemption from the smut, except in very small quantities, whenever I have pursued this course; as well in wheat growing from my own seed, as from that procured from any neighbor. The last autumn I made a great variety of experiments for the purpose of ascertaining which of the means resorted to, was the effectual antidote: and with the further view of ascertaining some of the characteristics of this disease. I sowed one seventh of an acre in Lawler

When half notes are brought to the bank the enquiry how they came to be mutilated, and whether it was done by the real owner is proper, and the bank has a right to be satisfied as to the fact. Being satisfied, then it is impossible that any other person can be entitled to claim as a purchaser of the other half parts.
 In this case, the fair ownership of the plaintiffs and the loss being admitted, they are entitled to recover the whole.
 Judgment accordingly.
 Bulet }
 vs. } Case agreed.
 Bank of Pennsylvania.
 The following is the opinion that was delivered in this case by judge Washington:
 In this case, it is the opinion of the court, that the plaintiff is entitled to recover of the defendants the full amount of bank notes. The important facts agreed by the parties are—that the plaintiff's were at the time they divided the bank notes in question possessed of them bona fide and for a valuable consideration, that they enclosed the half parts in a letter to their correspondent, which came safe to hand, and are now in the custody of the plaintiff—that the remaining half parts were subsequently enclosed in a letter to the same correspondent, and the letter with such enclosures put in the post office, but that the same never came to the hands of the person to whom it was directed, nor has the said letter, nor the said half parts of the notes enclosed therein, been since heard of by the plaintiffs.
 Upon the general principle of law, a man does not lose his right either to real or personal property, or to chases in action by losing evidence of it; such loss may be supplied by parole evidence, if sufficient to prove the loss and the contents of the paper, and provided such evidence be the best which the nature of the case will admit—this rule does not in general apply to bank notes, or to other instrument which pass by delivery only, for in such case the payer might be twice charged, were he to be made liable to any person but the one who produces the note or instrument. This, however, being the only reason for the exception, it is to be seen whether it is applicable to a case like the present.
 When the half of a bank note is presented for payment, the payer may very probably require the holder to account for the mutilated state of the note, and to prove that he came fairly to the possession of it. If the latter have it in his power to satisfy the former that he was the fair bona fide holder of the entire note, and that during such his possession he divided it into two parts, the production of one of the parts would establish his right to the full amount of the note, because in such cases it would not happen that any third person could fairly acquire the possession of the other half part.—For if he took it in the course of trade and for a valuable consideration, still he would take it with notice that the right to the money might be in the possessor of the other half, and would consequently be bound by every defence which could legally be made against the finder or robber. Such person takes the half part of the note, not on the credit of the payer, but of the person from whom he received it.