

THE JUDICIAL LOCK UN-LOOKED

Judge Wilson Adjudged to be the Rightful Judge of the 8th Judicial District.

We lay before our readers the opinion of Judge Kerr, in the action transferred to Orange Court for trial as to the judicial contest in the 8th Judicial District of the State. We learn, J. M. McCorkle, Esq., appeared for Judge Cloud, and Governor Graham, Hon. W. N. H. Smith and J. M. Clement, Esq., appeared for Judge Wilson. The case was argued at Hillsboro, on the 6th inst:

NORTH CAROLINA, } SUPERIOR COURT, Orange County, Fall Term, 1874.

The People of the State of North Carolina upon the relations of John M. Cloud, Plaintiff, against Thomas J. Wilson, Defendant.

This action having been commenced in the Superior Court of Yadkin county, and transferred to this Court, and the parties by their attorneys having submitted a "case agreed," as set forth in the statement of facts deemed material for the determination of the matter in issue, and the cause being argued on both sides and duly considered by the Court, it is adjudged:

1. That the words of the Constitution, article iv, section 81, "All vacancies occurring in the offices provided for by this article of this Constitution," refer to a vacancy happening after the office has been filled by an incumbent who was elected at the first election held under the Constitution, and that a failure of a person elected as Judge at such election to qualify, and who was at the time of such election and subsequently holding the office of District Attorney of the United States, an office incompatible with the discharge of the duties of a Judge of the Superior Court of the State of North Carolina, did not constitute a vacancy occurring in the offices of a Judge which could be filled by the appointment of the Governor. If he could appoint in one such case, he must have had the right to appoint to all the offices of Judge of the Superior Court, if none elected at the first election held under the Constitution had qualified. But it will be seen by reference to article iv, section 5, of the Constitution, that such a power for the Governor cannot be claimed, but the Judges in office, when the Constitution was adopted, were to hold their positions "until their successors shall have been chosen, and duly qualified according to the provisions of the Constitution." If this view be correct, the appointment by the Governor of the plaintiff as Judge of the 8th Judicial District, was not in accordance with the Constitution. There seems to be no provision in case of a failure of a person elected as Judge at the first election to qualify. As the Constitution then provided the Judges were elected by the whole State, or of the 8th Judicial District, if so directed by the Legislature, under article iv, section 27, of the new Constitution.

2. In regard to the allotment of the Judges of the Superior Court into two classes, it is considered that those Justices of the Supreme Court, who had qualified (if a majority of the whole number) and proceeded with and superintended the division as the requirement of article iv, section 26, of the Constitution, is considered directory, and not imperatively requiring the attendance of the Chief Justice and four Associate Justices.

But it is not seen how any one who was not then a Judge of a Superior Court could be allotted to any Term.

3. Supposing, however, that the appointment by the Governor of the plaintiff was properly made, there returns upon the proper construction to be given to the words, "and the appointee shall hold the office until the next regular election," Sec. 31, Art. iv, of the Constitution. It is considered that the words, "next regular election," refer to an election to be held for Judges, which, it will be seen by reference to Section 26 of Article iv, was to occur every four years. It is contended by the counsel for the plaintiff that the proper construction to be placed on these words is reached by adding to the words, "and the appointee shall hold the office until the next regular election," the words, "for the unexpired Term of the Judge chosen for that District." It will be perceived that the expression "for the unexpired Term" occurs in several Sections of Article iv, of the Constitution, and in that Section immediately preceding the one under consideration (Sec. 30), this expression is used, "in case of a vacancy existing for any cause in any of the offices created by this Section, the Commissioners for the County may appoint to such office for the unexpired Term." The language both as to the vacancy and the term of the appointee being changed in Sec. 31 must have some meaning. Resolving any doubt that may be entertained in favor of the people under the Section of the Bill of Rights heretofore quoted and Sec. 25 of said Art. i, it is considered that the expression "until the next regular election," is to be the same as for "the unexpired Term." By Article iv, Section 32, it is provided that the officers elected at the first election held under the Constitution shall hold their offices for the Terms prescribed for them respectively next meeting after the next regular election of members of the General Assembly. But their terms shall begin upon the approval of this Constitution by the Congress of the United States. No one not elected at the first election could make any claim under this Section to hold for a term of eight years after the 1st Thursday of August, 1870, which has been decided to be the time when the Constitution was adopted. By Article iv, Section 32, it is provided that the officers elected at the first election held under the Constitution shall hold their offices for the Terms prescribed for them respectively next meeting after the next regular election of members of the General Assembly. But their terms shall begin upon the approval of this Constitution by the Congress of the United States. No one not elected at the first election could make any claim under this Section to hold for a term of eight years after the 1st Thursday of August, 1870, which has been decided to be the time when the Constitution was adopted.

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regular election for Judges which was expected to occur every four years should take place, and distinguished from the regular elections for members of the General Assembly which were to occur every two years, as prescribed in Art. II, Sec. 29.

It is therefore adjudged that John M. Cloud is not entitled to the office of Judge of the Eighth Judicial District, as claimed in the complaint. It is further adjudged that defendant having been duly elected Judge under an Act of the General Assembly, chapter 108, Acts 1873-4, and commissioned by his Excellency C. H. Brogden, is the lawful and rightful Judge of the Eighth Judicial District, and is entitled to hold the Courts thereof.

JOHN KERR, Judge
Seventh Judicial District.

REMOVAL.
ELIAS, COHEN & ROESSLER.

Invite their friends and customers to call and examine their new and beautiful store, which is acknowledged by all, to be the Finest and Largest in the State, and at the same time, a stock of goods that cannot be surpassed.

In addition to a full line of
Foreign and Domestic Dry Goods, Ready Made Clothing, Boots and Shoes, Hats and Notions, Groceries and Crockery.

We have in store a great assortment of Ingrain, Three Ply and Brussels Carpeting, Rugs and House Furnishing Articles, suited to the wants of the

RETAIL TRADE,
and Wholesale buyers will find the Largest and best Selected Stock of
General Merchandise

to choose from, at Prices that will pay to examine.
Call and see us, at Masonic Temple Building.
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WHOLESALE & RETAIL
GROCER,

KEEPS THE LARGEST STOCK OF
Wines and Liquors

In Western North Carolina,
In future he will keep a large stock of Fine Liquors, Champagne and other Wines, for dinner parties or for sacramental purposes.

A few barrels of the justly celebrated
"ZEB VANCE"
Whiskey, ripe and mellow, always on hand.

His stock in the General Grocery line is complete. Sugars, Coffee and Molasses specialties.

When you come to Charlotte for Groceries, call and see Black if you want the worth of your money.

I respectfully return thanks for the liberal patronage bestowed upon me, and respectfully solicit a continuance of further favors.

W. J. BLACK.
June 13

L.D. SINE'S
GIFT ENTERPRISE

IN VALUABLE GIFTS
\$100,000 00
TO BE DISTRIBUTED IN
L. D. SINE'S
45th Semi-Annual
GIFT ENTERPRISE!

To be drawn Monday, Oct. 12th, 1874.
ONE GRAND CAPITAL PRIZE,
100,000 00
In Gold!

One Prize \$5,000 in Silver!
FIVE PRIZES \$1,000 each
FIVE PRIZES \$500 each
TEN PRIZES \$100 each

Two Family Carriages and Matched Horses with Silver-Mounted Harness, worth \$1,500 each!
Two Bugles, Horses, &c, worth \$300 each.
Two Fine-toned Rose-wood Pianos, worth \$500 each!

Ten Family Sewing Machines, worth \$100 each!
1500 Gold and Silver Lever Hunting Watches (in all), worth from \$20 to \$300 each!
Gold Chains, Silver-Ware, Jewelry, &c., &c.
Number of Gifts 10,000! Tickets limited to 50,000!

AGENTS WANTED TO SELL TICKETS to whom Liberal Premiums will be paid.
Single Tickets \$2 Six Tickets \$10.
Twelve Tickets \$20 Twenty Five \$30.

Circulars containing a full list of prizes and a description of the manner of drawing and other information in reference to the Distribution, will be sent to any one ordering them. All orders must be addressed to
L. D. SINE'S,
101 W. Fifth St.
Cincinnati, O.
sept 3

NOTICE—A bundle, addressed to W. S. May, Charlotte, N. C., was found at the Op. House last night. It can be had by applying at this office.

McMurray & Davis, Column
To Merchants.

OUR TRADE HAVING MORE THAN doubled itself in the past two years we have found it necessary to increase our stock, and enlarge our rooms in proportion to the demand for goods.

Our Wholesale Rooms is 155x235, has been completely remodeled, and will, by the 5th of September, contain not only one of the largest stocks in the State, but in the Southern States. We feel assured of being able to sell everything in our line at

NEW YORK JOBBING PRICES, to cash or short time buyers. Our stock of **STAPLE DRY GOODS** will be equal to any in the city. Our stock of fancy and fine Dry Goods, Dress Goods, Hosiery and Gloves, will be the largest in the State. Our stock of **Foreign and Domestic Notions,** some of our own importations, will be the largest and most varied, ever offered in this market. Our stock of **Boots and Shoes** will also be the largest in the city, and will contain a number of our own make. Our stock of **Ready-Made Clothing** will be larger than ever before. Our stock of **HATS, CAPS, RUBBER SUITS, OIL CLOTHS, &c.,** will also be equal to any in the city. In a word, our attractive stock, our liberal terms, our low prices and our strict adherence to the business which has enabled us to build up a trade second to none in the city. We beg your careful examination of our stock before you go North or buy elsewhere.

CIRCULARS AND PRICE LIST sent upon application.
Most Respectfully,
McMURRAY & DAVIS,
Trade Street,
Opposite Breen, Brown & Co.'s Hardware.

To the Retail Trade.

WE again ask to invite the attention of the trade to the largest and most varied stock of
DRY GOODS, FANCY GOODS, WHITE GOODS, SILKS, HOISERY,
GLOVES, HATS, CAPS, PETS, BOOTS, SHOES,
READY-MADE CLOTHING, GENTS AND LADIES FURNISHING GOODS,
&c., &c., TO BE FOUND IN THE STATE.

Dress Goods
An immense stock of Dress Goods, Silks, &c., selected with special reference to brilliancy of shade and color, and superiority of texture and make.
The largest line of Alpaca, ever presented, including the lowest price Goods, as well as the finest Fabrics.

Llama Blooming Black,
Canard, Double Warp and Face, Grand Duchess Eclair, Silk finished Black Brillantine, an entirely new fabric, made from the wool of the Turkish goat, much more lustrous than pure Mohair.

SHAWLS.
We are offering a large variety of embracing novelties of the most elegant design and finish. Black Merino and Cashmere Shawls, Ladies and Gents' Traveling Shawls, and Lap Robes, in fine variety.

RIBBONS.
Gros Grain and Velvet Ribbons, all widths and qualities, in a complete range of colors.

LACES,
Embroideries, Bugle Trimmings, Silk Scarfs, Ruching's Beilings, Steel Morocco and Russian Leather, and Bugle trimmed Belts, in all the latest designs.

SHIRTINGS, SHEETINGS, &c.
Beleached and brown Shirtings and Sheetings, Pillow-case Linens, Table Damasks, Towels, Napkins, and Table Dispers, were offered at extremely low prices.

Jeans, Flannels, Linseys, CASSIMERES,
Coatings,
New style Repellant, Blankets, Counterpanes, Bed-covers, and an elegant line of **CARPETS and HOUSE FURNISHING GOODS,** will be sold at astonishingly low prices.

GREAT INDUMENTS
will be offered in Ready-made Clothing and Gents' furnishing Goods, Boots, Shoes, Hats, Caps, Umbrellas, Trunks, Satchels, Reticles, and many other entirely new lines of Fancy Goods, which have been added to our stock.

CAVE. W. E. STITT, formerly of the firm of BREEM, BROWN & CO., has charge of the Retail Department, who, with the assistance of a large corps of polite, attentive and experienced salesmen, will endeavor to wait on the trade in such a manner (as will be hoped) as to furnish at short notice **BLANKS, BILL HEADS, LETTER HEADS, CARDS PROGRAMMES, RANDOLPH, QUAYLOUBES, POSTERS, CHECKS, DRAFTS, &c.**

OUR JOB OFFICE.
We call the attention of our patrons, and others desirous of having **JOB PRINTING** of any character executed, and take this means to announce that we have the most complete Job Office in the Western part of the State, and that our prices are in direct competition with Northern establishments. We can furnish at short notice **BLANKS, BILL HEADS, LETTER HEADS, CARDS PROGRAMMES, RANDOLPH, QUAYLOUBES, POSTERS, CHECKS, DRAFTS, &c.**

Notice.
All persons indebted to the late firm of Vance & Burwell, & Co. are hereby notified that all of said debts have been assigned to the Farmers Savings Bank of Mecklenburg, and that they must make payment only to said bank, for the authorized agents or attorneys.

Notice.
I would return my thanks to my friends and the public for their kind patronage, and say that I would be glad to see them at the old stand of

Removal!
Messrs. Elias, Cohen & Roessler, where I have opened a

Much Larger Stock
than ever before, and will keep School Books, Stationery, Writing Pipes, Segars, Smoking and Chewing Tobacco, Confectioneries, Toys, &c., &c. I will sell at prices that will give satisfaction.

W. H. H. Gregory,
Cotton Buyer, Merchandize Broker.

STRICT personal attention given to sale of Cotton consigned to me. Liberal advances made on cotton to be held. Suitable Warehouses for Storage received. Arrangements for transfer from depots, and insurance at very liberal rates, have been made. Prompt returns made from sales with moderate charges.

I am also Broker for Messrs. P. T. George & Co., one of the largest Bacon Houses in Baltimore, and largest Lard Killers in the city. I guarantee as low prices as any house in Baltimore. Liberal concessions made to large buyers. City Merchants are respectfully requested to call before buying. Daily quotations will be kept on file; call and examine them before buying.

Strict Personal Attention given to the Purchase and Sale of Cotton.
Refer by Permission to Messrs. B. K. Jamieson & Co., Bankers, Philadelphia, Pa.; Mr. W. M. Walker, Philadelphia, Pa.; Mr. T. W. Dewey, Cashier Bank of Mecklenburg, Charlotte, N. C.; Mr. M. P. Peggam, Cashier 1st National Bank of Charlotte, N. C.; Maj. C. Dowd, Pres't. Merchants & Farmers Bank, Charlotte, N. C.; Gov. Z. B. Vance, Charlotte, N. C.
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Cotton Buyer, Merchandize Broker.

STRICT personal attention given to sale of Cotton consigned to me. Liberal advances made on cotton to be held. Suitable Warehouses for Storage received. Arrangements for transfer from depots, and insurance at very liberal rates, have been made. Prompt returns made from sales with moderate charges.

I am also Broker for Messrs. P. T. George & Co., one of the largest Bacon Houses in Baltimore, and largest Lard Killers in the city. I guarantee as low prices as any house in Baltimore. Liberal concessions made to large buyers. City Merchants are respectfully requested to call before buying. Daily quotations will be kept on file; call and examine them before buying.

GLOTHING.

WE ARE NOW RECEIVING and opening the largest stock of **HATS, CLOTHING AND FURNISHING GOODS** for Gentlemen, Youths and Boys, ever offered in this market. It has been selected with care in New York, and comprises the largest and most varied assortment of articles which enter into the wants of gentlemen, reaching up to a complete outfit, to be found outside of a full grown city.

HAVING doubled the size of our store-room, and increased our stock to fill it, and being the only exclusive **CLOTHING HOUSE** in the city with a fresh stock, we invite our friends and the public to call and examine it, with full confidence that every one can be suited.

HATS, CAPS, AND OVERCOATS,
TALMAS, BUSINESS AND DRESS SUITS,
SHIRTS AND UNDER CLOTHING for Men and Boys.

Umbrellas, Gloves, Hosiery, Silk and Linen Handkerchiefs, &c.
And a large line of other articles, we offer at the very **LOWEST CASH PRICES.**

WE return our thanks to our patrons for their kindness and liberality, in the past and intend to merit its continuance.

CHARLOTTE, N. C.
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BUY THE BEST AND LATEST IMPROVED

LIGHT RUNNING HOME MACHINE



EXCELS ALL OTHERS.

D. G. MAXWELL,
3 Doors Below Tiddy's Book Store
March 12

A RARE CHANCE

In order to make a settlement of our business, we offer for sale at **PUBLIC AUCTION,** without reserve, immediately after the Tobacco Sale, **TUESDAY, NOVEMBER 17, 1874,** that splendid and valuable property

PACE'S WAREHOUSE,
with all its furniture, Iron Safe, two pair Scales and four Leaf Tobacco Screws in the basement room