The Charlotte Observer.

FRIDAY, JULY 19, 1878.

THE SUPREME COURT.

[Reported for the Raleigh News by Walter Clark, Esq., Attorney at Law.]

The following opinions were filed

By SMITH, C. J.:

28. State v. Shelton, from Madison. An escaped felon, or fugitive from justice from another State cannot be arrested in this State except upon *legal process* duly issued as provided Batt. Rev. ch. 33, sec. 42. The restricted cases in which a suspected person can be arrested without a warrant, only occur where the offence is committed in this State and is a violation of its laws.

By SMITH, C. J.:

29. Straus v Beardsley, from Pitt. It is the duty of a party excepting to the exclusion of testimony, to show that the rejected evidence was competent and proper. Where goods were bought and delivered before 1860, and afterwards, and an action begun March 20th, 1872, was dismissed for want of jurisdiction in March, 1874, and this action begun December 31st, 1874, the statute of limitations did not bar the claim, the statute being suspended till January 1st, 1870, and the second action being brought within a year and a day after the dismissal of the first. The judgment dismissing the action was in the nature of a nonsuit, and has the same legal consequences, and is a nonsuit, though not within the very words of the act, has been held by express adjudication and uniform practice to be within its scope and meaning. Rev Code ch. 45 sec 8. Shillington v Allison, 2 Hawks 347.

A contract in the form of a penal bond for a sum certain (except the seal) with the condition that "if the plaintiffs shall furnish 'A' as their agent with goods for sale (on commission or otherwise, and said 'A' shall thereafter fully settle and account for said goods, then this obligation to be void, otherwise to remain in full force and effect" is not a collateral and contingent guarantee but is absolute and unconditional, and no notice of delivery of goods under it nor demand for payment is necessary to create a liability on the part of the guarantors. It was their duty to ascertain for themselves if any goods had been delivered under it. The judge below not having found as a fact that the goods set out in the complaint were sold to "A" under the purview and protection of the contract and the defendants contending that on the conflicting evidence, it was an outside transaction, the case is remanded that that act may be passed upon. This court expresses its opinion that the obligation set out was not restricted to one act of delivery, but was intended to secure the plaintiffs from loss in their successive dealings with "A" and provide for them a continuing indemnity.

By READE, J.:

30. Gardner v Anderson from Buncombe. Quere whether an action may be maintained for a breach of an agreement to pay a certain sum for forbearing to resist the probate of a will but *Held*. An application to incorporate such an agreement as a part of the probate of the will, makes the sum so agreed upon a lien upon the lands devised by the will in order to make such agreement part of the will is novel and absurd. Where an action for the sum so agreed to be paid, was joined with a suit for a legacy, the probate court should have dismissed the first part of the complaint, being for a cause of action not in its jurisdiction, and have proceeded to pass upon the claim for the legacy. If an issue as to the jurisdiction was certified to the Superior Court, it should have been passed upon and then sent back to the probate court with instruction to proceed as to the legacy. It was error in the Superior Court itself to decree as to the legacy.

By READE, J.:

31. Froneberger v Lewis from Catawba. Plaintiff's appeal. There is a train of decisions with opinions by Taylor, C. J., Henderson, C. J., Ruffin, J., Nash, C. J., Pearson, C. J., all to the same effect that a trustee cannot buy the trust property either directly or indirectly. And if he does so, he may be charged with the full value, or the sale may be declared void at the election of the *cestui que trust* and this without regard to the question of fraud, public policy forbidding it. It makes no difference that the sale is made by the intervention of a third party, as in this instance the purchaser was the administrator, the sale being by a commissioner appointed by the court, in a petition to sell land to make assets. There is a class of cases excepted out of this general rule, to wit: Wherever the trustee has a personal interest in the trust property, there of course he must have the right to protect it and if necessary to protect it, he must be allowed to bid for it and buy it but *for that purpose* only. The same is true where a mortgagee sells land and has to buy it to save debt. In these cases it is usual, and perhaps necessary for the trustee and beneficiary to obtain leave of the court to bid, or else have a confirmation with full knowledge of all the facts appearing. The only other exception is where the *cestui que trust* consents, or ratifies the purchase with full knowledge of all the facts.

By READE, J.:

32. Froneberger v Lewis, from Catawba. Defendant's appeal.

The opinion in No. 31 covers this case also.

By RODMAN, J.:

33. Morris v Pearson, from Wilson. A deed in trust to secure certain debts is not void if it includes, and attempts to secure, a fictitious debt, the other debts being valid and *bona fide* and neither the trustee, nor any of the beneficiaries provided for, participated in or had any knowledge of the fraudulent purpose of the grantor and such trustee holds title to the land against a subsequent purchaser who purchased for value, but after the registration of the trust deed. The registration was notice. No part of the fund can be appropriated by the trustee to the payment of the fraudulent debt, yet the deed is valid security for the good debts.

By RODMAN, J.

34. Maniz v Howard, from Craven. Where an action for claim and delivery was dismissed for irregularity, the property having first been taken from the defendant and handed over to the plaintiff. *Held*. Upon a jury being impanelled to assess the damage sustained by the defendants, by such wrongful taking, the plaintiff cannot be allowed to prove title to the property, with a view to the dismissal of the action. A jury can only try issues of fact made by the pleadings. In this case no complaint or answer having been filed, no issues as to the right to the property had been or could be made, and the judge below erred in submitting that question to jury submitted one not in issue, the not pertinent to anything legally in controversy between the parties in the condition of the case.

By BYNUM, J.:

35. Williams v Williams, from Person. Plaintiff's appeal. Where a non-resident was surety on a bond which passed in the hands of an administrator as an asset of the estate, and the principal of the bond became insolvent, and the administrator made no attempt to collect it out of the non-resident who remained solvent for several years and no excuse given, except his non-residence, the administrator is chargeable with the loss by reason of the failure to collect (such surety being now insolvent). Whether an administrator in this State should take out letters of administration in the State of the non-resident debtor must depend upon the particular circumstances of each case, such as the solvency of the debtor, amount of the debt, distance of debtor's residence, expenses of such proceeding as compared with the debt, &c. An omission to do so, when necessary is tantamount to a *devastavit*. It was the duty of the administrator to collect by personal application, or by endorsing the note to some one in non-resident's State, (which he could do, having the legal title, see Riddick v Moore, 65 N C, 382), or by taking out letters of administration there if necessary.

By BYNUM, J.:

36. Williams v Williams, from Person. Defendant's appeal. In an action against an administrator for settlement, the question of fact arose whether certain notes and bonds turned over to the administrator by the surviving partner of a firm, of which the intestate was a member, were taken by the administrator in discharge of a debt due by the firm to the intestate, or (as alleged by the administrator) merely as the surviving partner to collect the sum collected on such notes to be credited on the debt due by the firm. The referee held that the notes and bonds were taken in extinguishment and satisfaction of the debt, and that the administrator was chargeable with the full amount of such notes and bonds. The court below affirmed this ruling. The court here on review of the evidence confirm the referee and judge below in this ruling.

By BYNUM, J.:

37. Williams v Williams, from Person. Where a distributee in Feb. 1864, gave his note for $1,000 to the administrator, expressing on its face to be for "money borrowed from the estate" of his intestate, and the judge of probate finds as a fact that the money was not a loan, but was received as an advancement on the plaintiff's share of the estate, the court here, while sustaining such finding of the fact on a review of the evidence, holds that the amount is subject to legislative scale, since it also appears by the account stated that the administrator collected nearly all the monies *before* or *after* the war, and that before the date of this note, he had paid out in war times (and presumably in Confederate money) more than he collected during the war, especially since it is not shown that the sum advanced was part of the identical money collected for or belonging to the estate and no explanation is given of his having $1,000 of Confederate money still in hand, as administrator, as late as February, 1864.

By FAIRCLOTH, J.:

38. Hudson vs Wetherington, from Jones. This was an action upon a note not *endorsed* to the plaintiff, who claimed to be the owner, for value. This was denied by the defendant, who also alleged payment.

There were two issues left to the jury, 1. 2., 1st. Did plaintiff's testator pay or purchase the note? 2nd Has this note been paid? The court below (Judge Kerr) decided that the affirmative was on the defendant and required him to open the case to the jury by introducing evidence, and then allowed the plaintiff to open and conclude the argument, he having also introduced evidence. *Held*. Evidently the burden of proof on the first issue was on the plaintiff for without proof on either side he would not have been entitled to a judgment and this is the test in such cases. Where both parties introduce evidence in a case like the present the plaintiff opens and concludes the argument. The rule that the party alleging an affirmative is bound to prove it, does not mean in form merely, but the affirmation of any matter of relation, the truth of which is essential to allegant's case.

By FAIRCLOTH, J.:

39. Sanderson vs Sanderson, from Tyrrell. The court does not consider sundry questions of practice raised in this case, as it believes the interest of both parties will be better served by deciding it upon the merits. In a proceeding to remove a testamentary guardian where it is not alleged, nor found as a fact by the clerk, that the estate has been wasted, nor that the guardian is insolvent, nor that the ward would be unable to recover the whole of her estate on the final settlement, and the guardian does aver his ability to satisfy any amount due the ward, it is error to remove the guardian and thus defeat the will of the testator upon "mismanagement" in general terms being alleged in the complaint, and found as a fact by the clerk, without specifying in what respect it occurred and no evidence given in support of such charge. Failure to make regular quarterly and annual returns, "according to law," is negligence, and if they are not made, the judge of probate should require them to be made by attachment, and removal from office is necessary. But such failure does not *necessarily* show such damage to, or negligence of, the estate as to require a removal of the guardian.

A Card.

To all who are suffering from the errors and indiscretions of youth, nervous weakness, early decay, loss of manhood, &c., I will send a receipt that will cure you, FREE OF CHARGE. This great remedy was discovered by a missionary in South America. Send a self-addressed envelope to the REV JOSEPH T. INMAN, Station D, Bible House, New York City. may30 daw tf

Groceries Cheaper than Ever.

NEW GOODS. NEW FEATURES.

COME to me for Bacon, Corn, Sugar, Coffee Molasses, and other Family Groceries. Just Received, a new barrel of Betty Foster's (Davie county,) best RYE WHISKY. Also a Fine Lot of COUNTRY HAMS. I sell for cash. All goods delivered in the city free of charge.

W. H. CRUMMINGER,
Trade Street,
Next door below Wilson & Black's old stand.
apr18

PATENT MEDICINES.

VEGETINE
FOR DROPSY.
I never shall
Forget the first Dose.

PROVIDENCE

Mr. H R Stevens:—

Dear Sir,—I have been a great sufferer from psy. I was confined to my house more than a year. Six months of the time I was entirely helpless. I was obliged to have two men help me in and out of bed. I was swollen 19 inches larger than my natural size around my waist. I suffered all a man could and live. I tried all remedies for Dropsy. I had three different doctors. My friends all expected I would die: many nights I was expected to die before morning. At last Vegetine was sent me by a friend. I never shall forget the first dose. I could realize its good effects from day to day I was getting better. After I had taken some 5 or 6 bottles I could sleep quite well nights. I began to gain now quite fast. After taking some 10 bottles, I could walk from one part of my room to the other. My appetite was good; the dropsy had at this time entirely disappeared. I kept taking the Vegetine until I regained my usual health. I heard of a great many cures by using vegetine after I got out and was able to attend to my work. I am a carpenter and builder. I will also say it has cured an aunt of my wife's of Neuralgia, she had suffered for more than 20 years. She says she has not had any neuralgia for eight months. I have given it to one of my children for *Canker Humor*. I have no doubt in my mind it will cure any humor; it is a great cleanser of the blood; it is safe to give a child. I will recommend it to the world. My father is 80 years old, and he says there is nothing like it to give strength and life to an aged person. I cannot be too thankful for the use of it. I om,

Very gratefully yours,
JOHN S. NOTTAGE.

ALL DISEASES OF THE BLOOD.—If Vegetine will relieve pain, cleanse, purify, and cure such disease, restoring the patient to perfect health after trying different physicians, many remedies, suffering for years, is it not conclusive proof, if you are a sufferer, you can be cured? Why is this medicine performing such great cures? It works in the blood, in the circulating fluid. It can truly be called the Great Blood Purifier. The great source of disease originates in the blood; and no medicine that does not act directly upon it, to purify and renovate, has any just claim upon public attention.

VEGETINE.

I Owe my Health to your Valuable
VEGETINE.

NEWPORT, Ky., April 29, 1877.

MR H. R. STEVENS:

Dear Sir—Having suffered from a breaking out of *Cankerous Sores* for more than five years, caused by an accident of a fractured bone, which fracture ran into a running sore, and having used everything I could think of and nothing helped me, until I had taken six bottles of your valuable medicine which Mr Miller the apothecary recommended very highly. The sixth bottle cured me, and all I can say, is that I owe my health to your valuable Vegetine.

Your most obedient servant,
ALBERT VON ROEDER.

"It is unnecessary for me to enumerate the diseases for which the Vegetine should be used. I know of no disease which will not admit of its use, with good results. Almost innumerable complaints are caused by poisonous secretions in the blood, which can be entirely expelled from the system by the use of the Vegetine. When the blood is perfectly cleansed, the disease rapidly yields; the pains cease, healthy action is promptly restored, and the patient is cured."

VEGETINE
Cured me when the Doctors Failed.

CINCINNATI, O., April 10, 1877.

DR. H. R. STEVENS:

Dear Sir—I was seriously troubled with *Kidney Complaint* for a long time. I have consulted the best doctors in the city. I have used your Vegetine for this disease, and it has cured me when the *doctors* failed to do so. Yours truly,

ERNEST DURIGAN, Residence 621 Race St., place of business, 573 Cent. Ave.

VEGETINE
[Prepared by]
H. R. STEVENS, BOSTON, MASS.
Vegetine is Sold by All Druggists

DAWSON & CO.
CAROLINA REAL ESTATE
AGENCY.
FOR SALE.

No. 1619. An elegant residence containing 9 rooms with all improvements, bath house, well on the premises and situated within four blocks of public square.

No. 1608. A beautiful residence containing seven rooms well situated, three blocks from public square.

No. 1613. A two story frame dwelling with ell containing seven rooms, large garden, good well of water in the yard, will be sold at a sacrifice. Five minutes walk from public square.

No. 1607. Dwelling containing five rooms situated on the highest point in Charlotte, improvemens good.

No. 1620. Three blocks from public square, in splendid neighborhood, a two story frame dwelling containing 8 rooms, surrounded with beautiful shade trees, half square with 11 small buildings on it, houses are well built, have good tenants and the property is paying 18 per cent on price asked. A bargain.

No. 1510. Four small houses beyond N. C. R. R. depot. House No. 1. $150 now renting for $4 per month. House No 2 $150 now renting for $4 per month. House No. 3 $250 now renting for $5 per month. House No. 4, $250 now renting for $6 per month. Will be sold on easy terms.

No. 1622. Two small houses with lots, $100 each, now renting for $5 per month. A bargain.

A number of small lots in the different portions of the city, will be sold cheap.

Several small houses with good lots attached, will be sold low and on long time.

FOR RENT.

No. 1623. A beautiful cottage in Mechanicsville containing five rooms, at the wonderful low price of $10 per month.

No. 1606. Small house in Mechanicsville containing four rooms, for sale, or will rent at $5 per month.

No. 1624. Part of house, five rooms, in a splendid neighborhood, rent cheap.

We have calls for property in and out of the city, both for sale and rent. Parties would do well to call on us at the Old Bank of Mecklenburg Building

CHARLOTTE, N. C.
jun 15

BEST BARGAIN FOR 60 DAYS.

1280 acres of land for sale in Macon county; mountaineous land but can be tilled; grass, clover, orchard grass and timothy, within 5 miles of a church and school. This tract of land is situated on Nantihala river and is well suited to grazing and stock raising; greater portion can be cultivated. Price, cash, $640, title perfect. Apply to Carolina Real Estate Agency of

DAWSON & CO.,
Bank of Mecklenburg Building.
jun2

GROCERIES AT WHOLESALE.

Buyers will find it to their interest to examine our stock before purchasing.

J. W. HALL & CO.,
Trade Street,

BOOTS AND SHOES.

BOOTS AND SHOES
GREAT REDUCTION IN PRICES.

We are now receiving our

SPRING STOCK of BOOTS and SHOES

Which we will sell at lower prices than the same Goods have ever before been sold in this market. Our facilities for buying Boots and Shoes cheap, are not equalled by any firm in North Carolina, and we have Marked Down the Price of

EVERY SHOE IN OUR HOUSE.

We can afford and intend to sell Boots and Shoes cheaper than they can be bought elsewhere, not excepting any house or place.

From our Large Stock we have selected several hundred pairs of

LADIES', MISSES' AND CHILDREN'S SHOES,

Which we offer at Retail at the extremely low price of

75 Cents per Pair.

Many of them cheap at double that price. Please call and see our Low Prices.

SMITH & FORBES,
CHARLOTTE, N. C.
meb17

MACHINE AND IRON WORKS.

Metropolitan Works,

Canal Street, from Sixth to Seventh
RICHMOND, VA.

ENGINES, portable and stationary, SAW MILLS, GRIST-MILLS, BOILERS, CASTINGS of BRASS and IRON, FORGINGS, &c. MACHINERY for Gold and Coal Mines, Blast Furnaces, &c.

We call special attention to our IMPROVED PORTABLE ENGINES, for agricultural and other purposes. Also, to our new styles SMALL LOCOMOTIVES for hauling lumber, and other articles upon tramways and narrow gauge railways.

The best Planters regard our GINNING ENGINES superior to all in use. Send for illustrated Catalogue free. Other things being equal encourge Southern institutions

Repair work solicited and promptly done Shafting, Pulleys, &c., or Gin Houses.

Wm E TANNER & CO.
may 15 daw 1y

ERIE CITY IRON WORKS,
Charlotte, N. C., April 7th, '77.

WE hereby notify our many friends and the public generally that the management of the Charlotte Branch of the Erie City Iron Works is now in the hands of Capt John Wilkes, of this city, who is prepared to fill orders for our well known Engines and Saw Mills on the shortest notice, and at the most reasonable prices.

JOHN H BLISS,
Secretary Erie City Iron Works.

Referring to the above notice of change, I feel confident that it will be advantageous to purchasers of Machinery of all kinds, as it places me in position to meet any and all competition. With my facilities on the spot, I can manufacture all parts of the Erie Engines which will not bear freight charges—such as Grate Bars, Stacks, Spark Arresters, &c., and handle the Erie City Engines and Boilers with little extra expense, thus enabling me to offer Machinery at better figures to the purchaser than ever before.

Be sure to give me a call, or write for circulars, before purchasing elsewhere.

JOHN WILKES,
Mecklenburg Iron Works, Charlotte, N. C.
apr20

A FULL LINE
—of—
BUTTERICK'S PATERNS

For July Received this Day,

—at—

TIDDY & BRO'S.

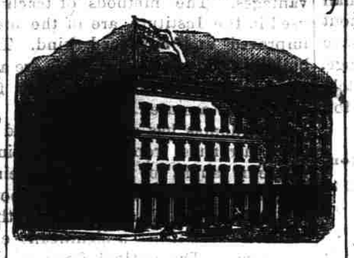
NOTE—Butterick & Co, do not publish any Metropolitan Fashion Sheet for July, but our patrons can refer to the Delineator for descriptions of the fashions.
jun13

HOTELS AND SALOONS.

WADDILL HOUSE,
Gastonia, N. C.
--by--
R. E. WADDILL.
feb10 tf

STOP AT THE
BOYDEN HOUSE,
SALISBURY, N. C.
C S BROWN, ... Proprietor
[Late of the National Hotel, Raleigh.]
C S Brown, Jr., Chief Clerk; L W Masten and W O Shelburn, Assistants.
dec30 3m

CENTRAL HOTEL,



Charlotte, N. C.
---RATES---
$3, $2.50 and $2
ACCORDING TO
Location of Rooms

H. C. ECCLES,
PROPRIETOR.
feb1

SUMMER RESORTS.

"DOWN BY THE SEA"—SEASON OF 1878.

OCEAN VIEW HOTEL,
BEAUFORT, N. C.,

GEORGE W. CHARLOTTE, ... Proprietor,
(Late Proprietor of Atlantic House,)

Was opened for the reception of guests on the first day of May, 1878.

The above hotel is situated immediately on the water front, in the business centre of the town and offers special inducements to commercial travelers, and has a view from its promenade on the roof unsurpassed by any other building in the town:

BALL ROOM—This hotel has a splendid Ball Room attached, and a band of music has been engaged for the entire season.

BATHING HOUSES—Commodious Bathing Houses have been erected on shore and beach, for the benefit of the patrons of this hotel.

CROQUET GROUND—For those who delight in this innocent amusement, provision has been made.

BOATS—Fast sailing and well managed Boats will be in readiness at all hours to convey passengers about the harbor, and will connect with all trains. The United States mail boat lands and sails from the hotel wharf.

FISHING—Beaufort offers superior advantages to those who delight in catching the finny tribe.

THE TABLE will always be furnished with the best that this and the adjoining markets afford.

THE SERVANTS will be required to be polite and attentive.

THIS HOTEL will be second to none.

REDUCTION IN BOARD—Per day $1.50; per month $30 00.

Beaufort, May 17, 1878.
may23 2m

The Atlantic Hotel,
BEAUFORT, N. C.

A FIRST-CLASS SEA-SIDE RESORT!!

OPEN FROM JUNE 1ST to OCT. 1ST.

WILL be managed by the undersigned for the seasons of 1878 and 1879. This building lies directly over the water, the tide ebbing and flowing daily beneath it. It has been greatly improved, and is now the only FIRST-CLASS sea-side resort in North Carolina.

THE TABLE will be supplied with every luxury and substantial that can be procured from land and water.

Terms of Board: $2 50 per day. Children and servants half price.

Special contracts will be made with excursion parties and with those wishing to remain longer than one week.

A BAR
is attached to the hotel, and will be supplied with first-class liquors.

A good band of music has been secured for the season. Dr G K BAGBY,
may8

PHILADELPHIA
always had a good name as a place to purchase
DRY GOODS and CLOTHING
at LOWEST PRICES, and now that
JOHN WANAMAKER
has added to his
STUPENDOUS CLOTHING AND FURNISHING GOODS BUSINESS,
DRY GOODS ALSO,
ON AN EQUALLY STUPENDOUS SCALE,
it is NO WONDER that the eyes of city and country are on him.

THE BEAUTY of his NEW ENTERPRISE is the
UNPARALLELED LOW PRICES
for Substantial and very Elegant Goods, including positively
EVERYTHING IN PERSONAL DRESS,
for Ladies, Gentlemen and Children,
Besides all HOUSE FURNISHING Fabrics.

I would inform the citizens of Charlotte and surrounding country that I have accepted the Agency of this celebrated establishment, and have a full line of SAMPLES and am prepared to take orders for any class of Goods wanted.

Call and be convinced that you can be supplied at this Agency at lower prices than by any other establishment in this city.

J. S. PHILIPS.
dec4

SELECTED CREAM CHEESE
At 20 cents per pound. Call at the CASH STORE.
jun13

FANCY FAMILY FLOUR
Best and cheapest in the city, at the CASH STORE, Tryon St.
jun1

PRIME N. C. FAMILY ROE AND Clipped Herrings, on consignment and for sale low by
JNO. W. HALL & CO.,
Trade Street, Charlotte, N. C

LATEST NEWS!

The Celebrated Pearl Shirt can now be had Already

Finished and ready for wear at the same old price, $1.00—the best and cheapest shirt in the country.

Also, we have just received by express a large lot of

Hamburg Edgings,

Brown Dress Linen and Trimmings, at astonishing low prices.

Call at once and secure great bargains.

H. MORRIS & BROS.

☞ Silk Parasols at less than cost.

EVERYBODY KNOWS THAT
W. KAUFMAN & CO
ARE SELLING
Clothing, Furnishing Goods, Hats, Boots, Shoes,

TRUNKS and SATCHELS at astonishing low prices.

Here are some of the bargains:

Mens' Blue Flannel Suits	$6.50
" Cassimere Suits	5.50
" All-Wool Pants	$1.75 to 2.00

Also a large lot of Ladies' Kid Slippers, Newport Ties. Mens' Box-Toe Low Quarter Shoes.

We can afford and intend to sell Clothing, Boots, Shoes, Hats, and any other merchandise kept in our line cheaper than they can be bought elsewhere.

2000 pair of ready-made Pants on hand which must be sold.

Give us a call and buy to your own judgment, as you will profit by it.

W. KAUFMAN & CO.,
CORNER OF TRADE AND TRYON STREETS, SPRINGS' CORNER.

BUY THE BEST!
The Best Boots, Shoes and Hats
IN THE STATE ARE FOR SALE AT
PEGRAM & CO'S,
FIRST NATIONAL BANK BUILDING,
CHARLOTTE, N. C.

LADIES, IF YOU BUY

Embroideries, White Goods, Laces, Corsets, Lisle Kid and Silk Gloves, Veils, Crapes, Ladies' Underwear, Lace and Linen Collars and Cuffs, Worsted and Silk Fringes, Umbrellas and Parasols, Fans, Buttons, Hosiery, Zypher Worsted, Material for fancy work, all kinds Neck wear, go to

MRS. QUERY'S,

Where you find the Largest and most complete Establishment of the kind in the State. A full stock, good business, small expenses, and selling for Cash, enables me to sell goods in my line at very low prices.

apr 7 MRS. P. QUERY.

IMPERISHABLE FRAGRANCE.

MURRAY & LANMAN'S
CELEBRATED
FLORIDA
WATER.

The richest most lasting, yet most delicate of all perfumes for use on the Handkerchief, at the Toilet and in the Bath, delightful and healthful in the sick room, relieves weakness, fatigue, prostration, nervousness and headache. Look out for counterfeits; always ask for the Florida Water prepared by the sole proprietors, Messrs Lanman & Kemp, New York.

For sale by perfumers, druggists and fancy goods dealers.
may7 eod 6m

CRISTADORO'S HAIR DYE

Is the safest and the best, is instantaneous in its action, and produces the most natural shades of Black or Brown, does not stain the skin, and is easily applied. It is a standard preparation, and a favorite upon merit, well-appointed toilets for lady or gentleman. For sale by all Druggists and Hair Dressers. JOSEPH CRISTADORO, Proprietor, 1, 2, 3 Box Street, New York.

DR. A. W. ALEXANDER,
DENTIST,

Office over Scarr & Co's drug store. I am working at prices to suit the times, for cash.—Will give you a No. 1 set of teeth for $10 00. Gold and Tin Filling inserted for $1.00 and upwards.

With 25 years' experience I guarantee entire satisfaction.
jan11

FOR RENT.

Three Neat, New Cottages. Also a Large Airy Room, suitable for a business office, on College street. Call on

THOS. H. GAITHER.

Well Improved City Property For Sale.

ANY person desiring to purchase a well improved city lot, house with nine rooms, and modern conveniences, fine well of water, brick kitchen, within five minutes walk of the public square, can be accommodated by applying at THIS OFFICE.
dec18

NOTICE!

The firm of ALEXANDER, SEIGLE & CO. was dissolved by mutual consent on the 29th day of June, 1878. All the debts due from the firm will be paid at the office of ALEXANDER & HARRIS, who have purchased the stock of goods, and will conduct the business at the old stand. All persons indebted to the old firm are requested to settle the same at once, as that business must be closed up.

T. L. ALEXANDER,
T. L. SEIGLE.
J. G. HARRIS.

Reduction of Prices.

Having purchased the entire stock of goods of the above firm, we desire to reduce the stock as low as possible by September 1st, and in order to do so will offer extraordinary bargains until that time. Our Bargain Counter will be replenished every day with goods at prices that cannot fail to attract attention. It is our purpose to purchase, as nearly as possible, an entirely new stock this fall, and in order to do so, will close out as much of the present stock as possible, to make room for it. We thank a generous public for the liberal patronage given to the old firm, and earnestly desire all of our old customers to continue their business relations with us. We invite the retail trade to call and see us, and if a well assorted stock of goods at low prices, polite attention and energy are worth anything, we are determined to merit the public patronage

ALEXANDER & HARRIS.

CARD.

Having sold to ALEXANDER & HARRIS my interest in the stock of goods of Alexander, Seigle & Co., I cordially recommend to my friends this new firm, and ask for them the patronage of all those who have been customers of Alexander, Seigle & Co.

T. L. SEIGLE.

July 1, 1878. Democrat please copy.