



IRON BITTERS are highly recomme ing a certain and efficient tonic; especially Indigestion, Dys-pepsia, Intermittent Fevers, Want of Appetite, Loss of Strength, Lack of Energy, etc. It enriches the blood, strengthens the muscles, and gives new life to the nerves. It acts like a charm on the digestive organs, removing all dyspeptic symptoms, such as Tasting the Food, Baching, Heat in the Stomach, Heartburn, etc. The only Iron Prepa-ration that will not blacken the teeth or give headache. Sold by all druggists. Write for the A B C Book, 32 pp. of useful and

amusing reading - sent free. BROWN CHEMICAL CO., Baltimore, Md.



an extent that my labor was exceedingly bur-the relief, but on the contrary, was followed by an the use of your IBON TONIC, from which I re-ingy returned and I found that my natural force



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31233312368 The Charlotte Observer. THE WESTERN N.C. BAILIGAD The Legal Statutesof the Ca e Be-

tweenW. J. Best and the Present Managers-The Agreement Made and Signed by Both Parties.

[From Cor. Raleigh News & Observer.] [As Mr. W. J. Best has given notice that he intends to contest the title to the ownership of the Western North Carolina Railroad with the present managers, we publish the following agreement entered into between him

conditions and stipulations well known

to the public. Sixty days from said 29th day of March was the limit of time in which the contract directed by the said act to be entered into by and on the part of the State with the said Best, Fish & Co., grantees, should be signed sealed and lelivered, &c., and the said railroad

property duly transferred. After the ratification of said act, Messrs. Fish, Tappan and Grace, for reasons at least sufficient to themselves, decided to withdraw from the association, which left Mr. Best alone to as-sume the contract. It is well known, for it was frankly avowed by Mr. Best, that these three gentlemen were to furnish the money necessary to as-sume and carry out the contract, he having no capital, at least for such an undertaking

For matters to have thus remained no contract could have been made, the property ("elephant" as it was alarmingly called) would have remained in the control of the State with all appropriations for its construction repealed, and the entire work of the extra session gone for nought.

To avert this result, and save the contract, it was necessary the stipula. tions and agreement, as directed in the act, should be signed, and entered into on or before the 29th day of May following the ratification of the act.

The 27th day of May had arrived, and Mr. Best had failed enairely to enlist other capitalists who were willing to take the places of Messrs. Fish, Tappan and Grace. At the solicitation of Mr. Best, Messrs. Clyde, Logan and Buford, officers and part owners of the Bigh.

officers and part owners of the Richmond & Danville corporation, agreed to advance to Mr. Best the money necessary to repay Fish, Tappan and Grace for their outlay, and to meet the first instalment due the State for con-

thousand dollars for the whole of \$212,-500 of private stock in said act provided for.

agreement entered into between him and them, that our readers may form some intelligent opinion of the status of the case and what Mr. Best founds his claim upon.] By act of the General Assembly of North Carolina ratified the 29th day of March, 1880, the interest of the State in and to the Western North Carolina Railroad was directed to be sold and transferred to Messrs. W. J. Best, Fish, State aforesaid and to assign to the said Best the other half only, and to accept from said Best one-half only of said sum of fifty thousand dollars Tappan and Grace, of New York, upon conditions and stipulations well known and interest, and one-half only of said reasonable and necessary outlay and

expenses in said fourth article referred to. But to entitle themselves to retain the said one-half interest, they shall assume one-half of any liabilities and burdens incurred by said Best in re-spect to said Western North Carolina Railroad, so that said assignees and the said Best shall be equal sharers in the property aforesaid, and in said Best's obligations and burthens in respect

thereto; Sixth. Should the said Best be unable to entitle himself to the rights pro-vided for by the fourth and fifth articles of this agreement, or neglect to do so, and should the said Best unite with the assignees, their associates or as-signs, in building the said railroad from Asheville to Paint Rock, he shall, even Asheville to Paint Rock, he shall, even though all the money necessary to com-plete said work be raised by or through the said assignees and their associates or assigns, be entitled to five-twelfths of all the preferred or common stock which may have been received by the assignees or their assigns, and of all other benefits and advantages derived from the assignment to them in the from the assignment to them in the third article of this assignment provid-ed for, and the same shall be conveyed

to him. In witness whereof, the parties hereto have hereunto set their names and seals the day and year first above written. (Signed)

W. J. BEST, (Seal.) WM. P. CLYDE, (Seal. T. M. LOGAN, (Seal A. S. BUFORD, (Seal.)

Sealed and delivered in presence of (Signed) ANDREW BOARDMAN." During the month of July, and before the "ninety days" alluded to in the above agreement had expired, Mr. the company a salary of \$100 per

Best notified Messrs. Clyde, Logan and Buford, by letter, of his inability to 1880, to continue as long as he is presi-



above written. Signed in duplicate: W. J. BEST; [Seal.] aug9,4w

WM. P. CLYDE, [Seal.] A. S. BUFORD, [Seal.]

Witness:

Signed {A. B. ANDREWS, JNO. P. CADDAGAN." I have inserted the contracts in full in order that the people of the State who are invoked to sit in judgment upon the recent transactions concerning the Western North Carolina Railroad may have the fullest opportunity for a free, unbiased and intelligent opinion It will be observed that in the two

contracts above, cited it was agreed to assign to Mr. Best five-twelfths of the capital stock-seven thousand five hunired shares, representing seven hundred and fifty thousand dollars worth of stock-as a consideration for his trouble, time, expenses, etc., in getting. up the measure and for the assignment of his interest in the contract to Messrs.

Clyde, Buford and Logan. Thus Mr. Best transferred, "without

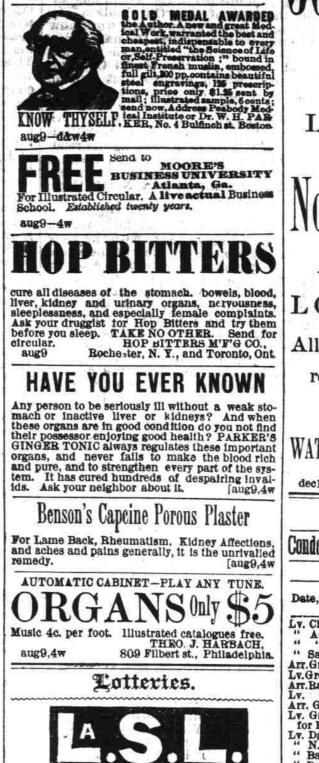
reservation" of any character, save the seven thousand five hundred shares of stock, all his rights, title, interest, benefits, etc., in and to the Western North Carolina Railroad to Messrs. Clyde, Logan and Buford.

As if to separate himself the more fully from the road, save as relates to the stock, Mr. Best, in September following, presented to Messrs. Clyde, Logan and Buford a bill of expenses incurred while negotiating for the purchase of the road, which account was paid, as per following agreement: MEMORANDUM OF AGREEMENT ENTER-ED INTO IN NEW YORK, AT THE GRAND

CENTRAL HOTEL, ON THE 30TH SEP-TEMBER, 1880, BETWEEN THE PUR-CHASERS OF THE WESTERN NORTH CAROLINA RAILROAD. PRESENT, W J. BEST, S. MCD. TATE, A. S. BUFORD AND W. P. CLYDE, OF THE PARTIES; Z. B. VANCE AND J. P. CADDAGAN, WITTNESSES.



Mr. Best to be paid in each for his expenses heretofore incurred the sum of \$3,411-of which \$1,000 is to be paid on or before the 1st of September, 1880, and \$2,411 on or before the 1st day of March, 1881.



Drawing

Incorporated in 1868 for 25 years by the Legis-lature for Educational and Charitable purposes— with a capital of \$1,000,000-to which a reserve

CAPITAL PRIZE, \$80,000.

ets, One Dollar.

LIST OF PRIZES :

Prizes of \$2,500..... Prizes of 1,000..... Prizes of 500.....

APPROXIMATION PRIZES.

Capital Capital

20 Prizes of 1 100 Prizes of 200 Prizes of 500 Prizes of ,000 Prizes of

Capital Prize.....\$30,000

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1.00 PM 12.20 AM

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SALEM BRANCH.

NO. 48-Daily, except Sunday.

NO. 47-Daily, except Sunday.

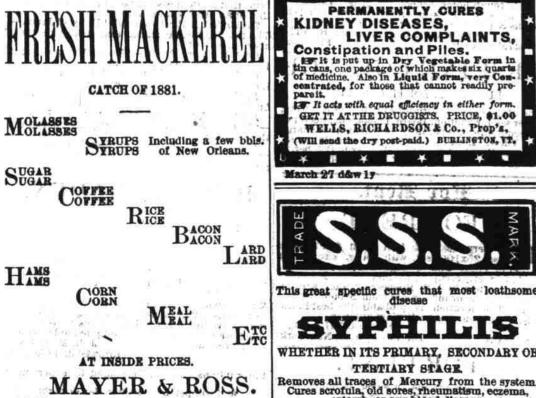
Arrives Greensboro.....

Piedmont Patent -AND-**F. F. V**

FLOURS. **Received** and to Arrive 1 CAR LOAD

ASSORTED SACKS.

A LARGE LOT OF



SYPHILIS EF WHETHER IN ITS PRIMARY, SECONDARY OR Removes all traces of Mercury from the system. Cures scrofula, old sores, rheumatism, eczema, catarrh, or any blood disease. MAYER & ROSS. CURES WHEN HOT SPRINGS FAIL! Malvern, Ark., May 2, 1881. We have cases in our town who lived at Hot Springs and were finally cured with S. S. S. MCCAMMON & MURBY. Memphis, Tennessee, May 12, 1881. We have sold 1,296 bottles of S. S. S. in a year. It has given universal satisfaction, Fair minded physicians now recommend it as a positive specific. WE HAVE NOW IN STORE FOR THE Louisville, Kentucky, May 18, 1881. S. S. S. has given better satisfaction than any medicine I have ever sold. J. A. FLEXXER. Spring and Summer Trade Denver, Col., May 2, 1881. Every purchaser speaks in the highest terms of 3. S. S. -The Largest, Finest and-COMPLETE MOST

-STOCK OF-

WALLARIA IS AN UNDERN, Vaporous poison, spreading disease and death in many localities, for which quinine is no genuine antidote, but for the effects of which Hostetter's Stomach Bitters is not only a thorough remedy, but a reliable preventive. To this fact there is an overwhelming array of testimony, extending over a period of thirty years. All disorders of the liver, stomach and bowels are also conquered by the

Best entered into the following agreement with Messrs. Clyde, Logan and For sale by all Druggists and Dealers generally. Buford:

KIDNEY-WORT

WONDERFUL WIII

Because it acts on the LIVER. BOWELS

and KIDNEYS at the same time.

Because it cleanses the system of the poison-

SEE WHAT PEOPLE SAY :

Engene B. Stork, of Junction City, Kansas, says, Kidney-Wort cured him after regular Phy-sicians had been trying for four years.

M. M. B. Goodwin, an editor in Chardon, Ohio, says he was not expected to live, being bloated beyond belief, but Kidney-Wort cured him.

Anna L. Jarrett of South Salem, N. Y., says hat seven years suffering from kidney troubles and other complications was ended by the use of lidney-Wort.

John B. Lawrence of Jackson, Tenn., suffered for years from liver and kidney troubles and after taking "barrels of other medicines," Kidney-Wort made him well.

Michael Coto of Montgomery Center, Vt. unfered eight years with kidney difficulty and was unable to work. Kidney-Wort made him "well as ever."

KIDNEY-WORT

PERMANENTLY CURES

Constipation and Piles. My It is put up in Dry Vegetable Form In tin cans, one package of which makes six quarts of medicine. Also in Liquid Form, very Con-contrated, for those that cannot readily pre-nare it.

pareit.

GET IT AT THE DRUGGISTS. PRICE, \$1.00

This great specific cures that most loathsome

TERTIARY STAGE

¥ **= + = +**

122 201

KIDNEY DISEASES.

81

March 27 d&w 17

1112 1

LIVER COMPLAINTS,

DOES

CURES!

(All my facts, dates and figures relative to the act and the contracts are taken from the official record of these transactions, made and published by

the last Legislature.) AN AGREEMENT MADE THIS TWENTY SEVENTH DAY OF MAY, 1880, BETWEEN WILLIAM J. BEST. PARTY HERETO OF THE FIRST PART, AND WILLIAM P. CLYDE, THOMAS M. CLYDE AND ALGER-Because it cleanses the system of the poison-ous humors that develope in Kidney and Uni-nary Diseases, Biliounces, Jsundice, Consti-pation, Piles, or in Rheumstism, Neuralgis, Nervous Disorders and Female Complaints, NON S. BUFORD, PARTIES HEREO OF THE

SECOND PART. Whereas an act was passed by the General Assembly of North Carolina, and duly ratified on the 29th day of March, 1880, entitled "An act to pro-Mrs. John Arnall, of Washington, Ohio, says her boy was given up to die by four prominent physicians and that he was atterwards cured by kidney-Wort. vide the sale of the State's interest in the Western North Carolina Railroad Company, and for other purposes,' which act and all the several provisions thereof are herein referred to with the same force and effect as if the said act was fully recited herein.

And whereas it is alleged by the party hereto of the first part and assumed by the parties of the second part, and the parties who in said act are designated "grantees," have done each and ev-ery act by said statute required of them

except to reorganize the said Western North Carolina Railroad Company, as in the 8th section of said act provided

And whereas it is represented to the parties of the second part that in order to render the said reorganization effectual, it is necessary to raise the sum of fifty thousand dollars and apply the same to various purposes in the said and the many benefits to the people of the State of North Carolina intended

by said act would fail. Now this witnesseth that the parties hereto, in consideration, of one dollar) by each to the other paid, and of the mutual stipulations and agreements

herein contained, do covenant and agree as follows: First. The parties hereto of the second part, (hereinafter in this agreement called "assignees,") agree forthwith, when required, to furhish the said sum of fifthy thousand dollars to be applied to the purposes in the said act provid-

ed for. Second. The said party of the first part, (hereinafter in this agreement called "the said Best") agrees that the proper step shall be taken satisfactory to the said assigned to reorganize the

raise funds elsewhere, and as other dent, with the understanding that he vict labor and for interest on the bondmoneys would very soon be needed to is not required or expected to do work ed debt of the road, and thus save the meet obligations to the State and carry as president, except such as he would contract. Messrs. Fish, Tappan and Grace thereupon assigned their interest in the contract to Mr. Best, and Mr.

which bears date July 31st, 1880. It is to the enterprise, and his co-operation It never scales or postpones. Look at the followas follows:

THIS AGREEMENT MADE THE THIRTY- ecution of the work. FIRST DAY OF JULY, EIGHTEEN HUN-DRED AND EIGHTY, BETWEEN W. J. BEST, PARTY OF THE FIRST PART, AND WILLIAM P. CLYDE, T. M. LOGAN AND A. S. BUFORD, PARTIES OF THE

SECOND PART, WITNESSETH:

ed into by said parties, under which the said parties of the second part undertook to pay and advance to the party of the first part the sum of fifty thousand dollars for the consideration and purposes, and with the conditions and limitations as in said agreement set forth, which said sum of fifty thousand dollars has been paid, as therein

stipulated, AND WHEREAS the said W. J. Best does not desire to exercise or further claim the option and rights to him, the said Best, reserved in clauses fourth and sixth of said agreement.

AND WHEREAS it has become necessary, in proper protection and furtherance of the interests of the said W. J. Best, in connection with the Western

North Carolina Railroad, that a further considerable sum of money shall at once be advanced and expended in and about the prosecution and completion of said Western North Carolina Railroad to Paint Rock, which further sum act provided for, and that without the the said Best is at present unable to payment thereof, said reorganization provide and advance for such pur-

Now, therefore, it is hereby agreed by and between the said parties as follows:

That fer and in consideration of the undertakings of the said parties of the second part, as hereinafter stated, the said W. J. Best hereby releases and ac-

said W. J. Best hereog releases and dc. quits, to the said parties of the second part, all option and right to claim or demand the assignment to him of the rights, franchises, property and estate as stipulated in said fourth or sixth clauses of said agreement of the twenty seventh of May, eighteen hundred and eighty, or any part thereof. And the said W. J. Best hereby agrees

that the assignment by him, made on the twenty-eighth day of May, eighteen Backache, Soreness of the Chest, hundred and eighty, to the said parties of the second part of all his right, title and interest in and to the contract heresaid Western North Carolina Railroad so that it shall have all the rights and tofore made by and between the State of North Carolina, of the one part, and W. J. Best, W. R. Grace, James D. Fish powers, directors and officers necessary to exercise the powers of a corporation. Third. The said Best shall procure to and J. Nelson Tappan, of the other part, be duly executed and delivered to the assignees, an assignment of all the rights, franchises, property and estate, sembly of North Carolina, ratified on and other advantages whatsoever, which have been granted by the com-missioners in the said act, and in and terests of him, the said Best, in the Western North Carolina Railroad Comunder the contract between the State of North Carolina and said grantees, and all rights and interests in the Western North Carolina Railroad Com-pany, which may vest in the said gran-tees, when said company shall have been reorganized pursuant to the provisions of the said act of the 20th of March of the said act of the 29th of March, signment to him dated the twenty 1880, named to the grantees in said act, eighth day of May, eighteen hundred and eighty, shall be absolute and withnamed so that the assignees shall, be fully vested therewith and, possession out restriction or limitation by reason thereof. Fourth. The said assignces agree to assign to the said Best, on his demand, Tourth. The said assignees agree to assign to the said Best, on his demand, all the rights and franchises, property and estate which shall have been as-signed to them, on the following condi-tions: He shall make such demand within ninety days from the date there-of. He shall, on or before making such demand, pay to the same as-signees the sum of fifty thousand dol-lars, and interest thereon at the rate of six per cent, per annum, and any reasof any reservation or stipulation made of forty thousand shares, or a proporsix per cent, per annum, and any reasonable and necessary outlay and extional number of shares on a basis of an entire capital stock for said compa-ny of a greater or smaller amount than penses, which the grantees may have paid or incurred in this matter, and as And it is further agreed that the said parties of the second part will provide and advance, as shall be necessary, such sums as may be required to pay the amount due the State of North Carolisuch assignees. He shall, prior to said demand, have made arrangements sat-isfactory to the assigners of behalf of the said company, to insure the finish-ing of the railroad of said Western North Carolina Bailroad Company to its western terminus, at Paint Rock, on or before the first day of July, 1881. He shall also, before said demand, exe-cute and deliver to the assignees, or to the Richmond & Danville Bailroad Company, his guarantee that the traffic arrangements between the last men-tioned road and the said Western North Carolina Bailroad Company, approved by said Best and the president of said Richmond and Danville Bailroad Com-pany, and now in possession of said North Carolina Bailroad Company to

1880, to continue as long as he is presi- Louisiana State Lottery Company. meet obligations to the State and carry on the work on the road, that gentle-man finally induced Messrs. Clyde, Lo-gan and Buford to assume the entire contract, and entered into the follow-ing agreement and full assignment, he will extend his continued good will with a capital of \$1,000.000-to which a reserve with a capital of \$1,000.000-to which a reserve fund of over \$420,000 has since been added. By an overwhelming popular vote its franchise was made a part of the present State Constitution adopted December 2d, A. D. 1879. Its GRAND SINGLE NUMBER Drawings will take place monthly. with the board of directors in the pros-

ing distribution: 100,000 Tickets at Two Dollars each. Half-Tick-

The foregoing was written down in pencil by Col. Buford, read over, and assented to by all present; and, at their request, is written out and kept by us for future reference. (Signed) Z. B. VANCE." This gives the transactions by which Mr. Best assigned his interest in and

THAT WHEREAS, by an agreement in writing, bearing date the twenty-sev-enth day of May, eighteen hundred and eighty, between the said parties, certain stipulations therein recited were enter-end in the said parties and MASS.—The great tonic and alterative contains twice as much iron and fifty per cent. more alum-inum than any "alum and iron mass" known. Just the thing for the "spring weakness" now so general. Sold by all druggists of any standing. Prices reduced one half.

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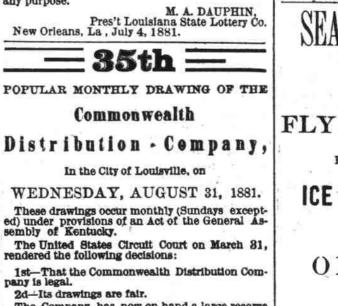
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M. A. DAUPA or M. A. DAUPHIN, at All our Grand Extraordinary Drawings at the supervision and management of Gen. T. Beauregard and Jubal A. Early.

NOTICE TO THE PUBLIC. The public are hereby cautioned again ing any money or orders to NUNES & Nassau street, New York City, as authorize Louisiana State Lottery Company its tickets. They are flooding the with BOGUS CIRCULARS purporting to Louisiana State Lottery Company, a FRAUDULENTLY representing themsely agents. They have no authority from the agents. They have no authority from t pany to sell the tickets, and are not its a any purpose.



The Company has now on hand a large reserve fund. Bead the list of prizes for the AUGUST DRAWING.

1,960 Prizes.....\$112,400 Whole Tickets, \$2; Half Tickets, \$1; 27 Tickets,

\$50; 55 Tickets, \$100.

Tooth, Ear and Headache, Frosted Feet and Ears, and all other Prizes, \$1,000 each,.... Prizes, 500 each,... Prizes, 100 each,... Pains and Aches.

No Preparation on earth equals ST. JACOBS OIL as a safe, sure, simple and cheap External Bomedy. A trial entails but the comparatively trifling outlay of 50 Cents, and every one suffering with pain can have cheap and positive proof of its claims

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9 Approximation Prizes of \$300 \$2,700 9 Approximation Prizes of 200 1,800 9 Approximation Prizes of 100 900 1857 Prizes, amounting to	NO. 42—Daily, except Sunday. Leave Greensboro
For further information, write clearly, giving full address. Send orders by express or Regis tered Letter, or Money Order by mail. Address- ed only to <u>M. A. DAUPHIN, New Orleans, Louisiana,</u> or M. A. DAUPHIN, at No. 212 Broadway, New York. All our Grand Extraordinary Drawings are under the supervision and management of Generals G. T. Beauregard and Jubal A. Early. <u>NOTICE TO THE PUBLIC.</u> The public are hereby cautioned against send- ing any money or orders to NUNES & CO., 83 Nassau street, New York City, as authorized by the Louisiana State Lottery Company to sell its tickets. They are flooding the country with BOGUS CIECULARS purporting to be of the Louisiana State Lottery Company, and are FRAUDULENTLY representing themselves as its agents. They have no authority from this com- pany to sell the tickets, and are not its agents for any purpose.	Limited mails Nos. 49 and 50 will only make short stoppages at points named on the schedule. Passengers taking train 49 from Charlotte will get aboard at the B. & D. R. R. depot. This train makes close connection at Greensboro for Baleigh, Goldsboro Newberne and all points on Wilming- ton & Weldon Baliroad. Passenger trains No. 47 and 48 make all local stops between Charlotte and Richmond, and be- tween Greensboro, Baleigh and Goldsboro, No. 47 making connection with W. N. C. R. at Salisbury for Asheville (Sundays excepted), and also con- necting at Greensboro with Salem Branch (Sun day excepted). Passenger trains Nos. 42 and 43 make all local stops between Charlotte and Richmond, except Query's, Harrisburg, Cnina Grove, Holtsburg, Lin- wood and Jamestown. No. 43 connects with Salem Branch at Greens- boro. A. POPE, Gen. Pass, and Ticket Agent, May18
M A DAUPHIN	

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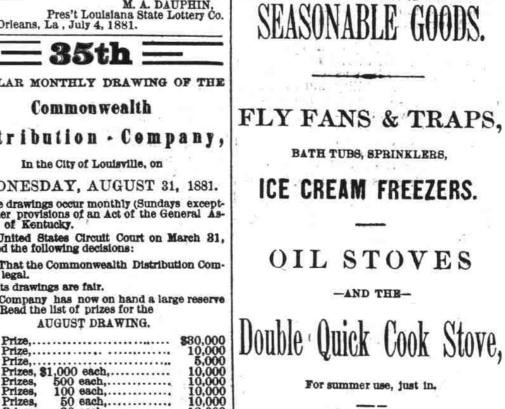
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