was offered in evidence proven to be in the hand writing of the deceased. The defendant himself. Deing introduced was asked by his counsel, when the re-

ceipt above referred to was signed by

the intestate, upon objection, the court allowed the question. He then testified that the receipt was signed by the intestate at a mill about two miles from the defendant's house.

The court says, this was error, for it

s difficult to conceive of testimony

that would more certainly involve a

transaction with a deceased person

The question as to the competency or incompetency of evidence must be de-

termined by the substance of the with

ness's answer and not by the form of

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The renowned Queen of shebs, with all her royal, pomp, magnificent appears, and brilliant retinue,

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not also possessed that which it is the crowning

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for its Oriental softness and its almost transcen-

dental purity. Cleopatra, ho ding emperors at

bay, and ruling empires by he word, had quickly

lost her charm and power by one attack of blotches

by her beauty, not less than by her purity of char-

acter, loveliness of disposition and unselfish de-

votion. Indeed, in the estimation of perhaps too

many men beauty in a body takes precedence over

every other consideration. Beauty thus forms an

important part of woman's 'working capital."

without which too many, (if not bankrupts in what

relates to influence within the circle where they move,) are powerless for great good. Hence we

see not only the propriety but the duty of every

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fulness in life. And, since "beauty is but skin

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to guard it against the many its that flesh is helf to. Among the great and annoying enemies of

OF EITHER SEX.

as well as of comfort; happiness and health; are

those pestiferous and horrid skin disease-tetters, humors, eezema, (salt rheun,) rough and scaly

eruptions, pleas, pimples, and all diseases of the hair and scalp. For the cure of all these, Dr. C. W. Benson, of Baltimore, after years of patient

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OURE, which has already op its marvelous cures; established itself as THE great ramedy for all dis-

eases of the skin, whatever be their names or character. Its success has been immense and un-paralleled. All druggists have it. It is elegantly but up, two bettles in one package. Internal and

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stek headache, nervous headache, neuralgis, hervousties, paralysis, dispensia, sleeplessness

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or of pimples, or of horrid tan and freckles.

DER WOMAN BULES THE WORLD

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Error. Venire de abro.

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THEIR ENTIRE STOCK OF DRESS GOODS.

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Gents' Hand-Sewed Shoes

MONDAY MORNING, APRIL 177H, 1882. 6.000 yards of FIGURED LAWNS, at prices the ALEXANDER & HARRIS.

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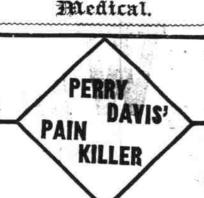
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In flesh wounds, aches, pains, sores, etc.,
It is the most effectual remedy we know of.
No family should be without a bottle of it

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After long years of use I am satisfied it. After long years of use, I am satisfied it is positively efficient as a healing remedy

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It is a panacea for all bruises and burns.

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It gave me immediate relief.

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J. W. Dee says: For scalds and burns it has no equal. PERRY DAVIS PAIN KILLER is not a new untried remedy. For forty years it has been in constant use; and those who have used it the longest are its best friends.

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SUPREME COURT DECISIONS Reported for the Observer by Walton M. Busbee

State vs. Townsend-Caldwell. RUFFIN. J .:

The defendant is charged with a libel on one P. C. Henkel, the presecutor. The indictment contains but one count, in which there are two specifications of libelous matter.

After making proof of publication After making proof of publication the solicitor proposed to read the card to the jury, but when he came to the part embraced in the second specification the defendant objected to the reading on the ground that there was a variance between the matter contained in the card, and as set forth in the indictment, the variance consisting in the omission, from the latter of the word "all" which in the card preceded the words "this muss." The objection was overruled and defendant excepted.

The court says that sterner rules are

overruled and defendant excepted.

The court says that sterner rules are applied to written or printed defamation, than to verbal alander, because of the deliberation with which it is perpetrated and the more permanent and extended consequences attending it.

Libel belongs to that class of cases in which it is held to be absolutely necessary to set out in the indictment the alleged libelous matter according to its tenor. The reason given is, that the court may be able from an exact knowledge of the contents of the publication, as seen in the record, to form its judgment thereon, and that the accused may, if he please, demur. the accused may, if he please, demur, and thus have the opinion of the court, as a question of law, upon the sufficiency of the matter to constitute libel, and thereupon avoid subjecting it as a

mixed question to the jury. While the misuse or omission of a letter, which works no such change in a word as to make of it a different one, will not be treated as a fatal variance still tenor imports identity, and when-ever that is destroyed, either by the omission or adoption of any one word, however slightly the sense may be af-fected, it will be so regarded. Judgment reversed and a venire de

Bailey vs. Rutjes, et als-Burke.

RUFFIN, J.: This is an action to enforce a mechanic's lien upon the property of the "Glen Alpine Springs Company," composed of the defendants Walton & Pearson, for lumber furnished and used in repairing and erecting buildings on its

The defendants insisted that the lumber was not furnished to their compa-ny but to their co-defendant, Rutjes, who had leased the premises for five years and who was in possession at the time the lumber was ordered and de-

Special instructions were asked for the defendant which the court declined to give, and instructed the jury that "to make the defendants liable there should be a contract, either expresed or implied, between the plaintiff and themselves. That if the plaintiff rea-sonably believed when he was furnishing the lumber that it was upon the credit of the defendants, and was in-duced so to believe by their acts, they were liable; and that in this connection they might consider all the conduct of defendants as testified to. That if they believe that plaintiff furnished the lumber solely on the credit of Rutjes, or that he agreed to look only to him for pay, then the defendants would not be liable.

Defendants Walton and Pearson excepted; after verdict and judgment they appealed. The court says that the action is one for goods sold and delivered, and as

such, in order to maintain it, the plaintiff must show a contract, expressed or implied. However reasonably a plain-tiff may expect a defendant to pay him for his goods, of itself, it would not be sufficient to establish the existence of a contract, on their part to do so; it must be shown that the defendant in some way assents to be charged, either in terms or by conduct, from which the law will infer the assent. When parties have leased premises, and the lessee has undertaken to have improvements made, they are absolutely without the power to give or withhold their sanction to the delivery and use of the lumber used in the improvements, and ought not to be required to pay for it, unless they knew, or had reason to be-lieve, that the plaintiff was looking to them for pay, and allowed him to deliv-er it to them under that expectation, and without objection on their part. The error consists in the failure of His

Honor to call the attention of the jury to this view of the case. If not originally liable, a defendant cannot be made so because of his hav-ing resumed possession of the premises upon the surrender of his tenant; he may derive some advantages from the materials furnished, but that cannot be avoided, as it is impossible for them to reject or restore to the plaintiff that benefit without a surrender of their own property—and this the law does not require them to make. Judgment reversed.

Venire de novo.

Sigmon vs. Hawn—Burke. RUFFIN, J. The plaintiff claims to be the owner of the land in controversp. At the time of the execution of her husband's will the plaintiff executed an instrument, which was incorporated in the will, by which she professed to relinquish her which she professed to relinquish ner right to her own land, as to which she had never been privily consulted, nor has the same been registered. One of the provisions in the will is that, if not satisfied with what is given her therein, she may take dower in all the lands, and, in that event, she is to have a cost and in the remainder of the personalty. After the lapse of eighteen months from the same and filed her petition for dower. The Probate of the will, the plaintiff dissented from the same and filed her petition for dower. The Probate Judged to recognize her right to dower, refused to recognize her right to dower, received. the country in the decrease of the country in the desire of the country in the desire of the very country of the chainful for the the c

under them, and no one would be permitted to sain draw in question the title of any portion of the land anions of the land anio

had been taken in the two intervening terms of the district court and that there were no lackes on his part, it is error to rule him to trial. Ventre de

Henry vs. Cannon-Macon.

This was a motion to amend an answer. The motion had been refused at a former term and his Henor again would not allow the amendment. De-

fendant appealed.

Held, The C. C. P. invests the sourt with ample powers in all questions of amendments and continuances. It is within the discretion of the presiding Judge and not reviewable in this court (The court hopes it may now be considered a "settled question.")—Johnson vs. Rowland, 80 N. C., 1; Austin vs. Clark, 70 N. C., 459; Hinton vs. Deans, 75 N. C., 18; State vs. Lamon, 3 Hawks, 175; Cannon vs. Beeman, 3 Dev., 863; Bright vs. Sugg, 4 Dev., 492; Phillipps vs. Hegden, Busb. 380; Henderson vs. Graham, 84 N. C., 496, and other cases cited. No error. -

Miller, et al., vs. Justice-Buncombe.

The parties in this case entered into a co-partnership in writing to build a saw and grist mill on land belonging equally to themselves.

They quarrelled amongst each other

and finally came to blows. Miller bought the interest of his co-partner Welch and thereby became owner of one-half of the stock of the company, Justice had a notice served upon him by his co-partners of their withdrawal from the partnership, and of their in-tention to institute suit against him for a settlement and winding up of the partnership. At the spring term, 1880, by consent the court decreed a refer ence, the referees to take and state an account of the partnership dealings, sell the property at the court house door and report the same at the next term of court. A day was appointed, out the account was never taken. His Honor, at the special term, 1881, upon application of plaintiffs on their affidavit and the evidence of witnesses as to the constant deterioration in value of the property, in consequence of its roofless and exposed condition, ordered roofless and exposed condition, ordered a sale of the same, and that the funds arising therefrom be held subject to said account. Defendant excepted.

Held, In Worth vs. Grey Jones, Eq. 6, p 4, the court says the orders and decrees of a court of equity are not necessarily absolute, but may be moulded and shaped during the pendency of the suit to meet the exigencies of each parsuit to meet the exigencies of each par-ticular case. Every order made in the progress of a cause may be rescinded or

modified upon a proper case made out. There is no error. Affirmed. Eliason vs. Coleman-Iredell. SMITH, C. J.:

The plaintiff brings this action to re-cover so much of the salary of the chief engineer of the Western North Carolina Railroad company, as was received by the defendant for services while in possession of the office and in discharge of its duties for the period immediately

session of the office and in discharge of its duties for the period immediately preceding his retirement therefrom in June, 1872.

June, 1872.

The Judge below intimated an opin two \$2.550 for six, postage, free, Dr. C. W. Benson's remember of the position of chief engineer was not such an office as to give the plaintiff a tenure and vested rights and two discharge of the plaintiff at the could not maintain the action. The plaintiff suffered a non-suit and appealed.

to come within the legitimate scope of the public position to which a portion of the sovereignty, either legislative, exceptive or judicial, attaches for the time being, and which is exercised.

Leg. Rem. sec. 620.

The company is essentially a private corporation and the right to conduct and and carry on its business is not such at the standard carry on its business is not such at the standard carry on its business is not such at the standard carry on its business is not such at the standard carry on its business is not such at the standard carry on its business is not such at the standard carry on its business is not such at the standard carry on its business is not such at the standard carry of the standard car

te derendant is valid mider act of 1840 and she relies upon the Statuet of Limitations.

In Attorney General vs Simonton the court says that those who held themselves out are estopped to deny the existence of the corporation, has to these who dealt with it, it did exists to these who dealt with it, it did exists to whom it has been indebted for moneys deposited or otherwise it is plain the tors debt must treated like that due by due by any other debter. The trust funds invested in the college property may followed, and it in the defendants be hands be charged with the payment of the value of the fund thus appropriated.

It not being the property of the testing of the value of the fund thus appropriated.

It not being the property of the testing of the value of the fund thus appropriated.

The Statute of Einstations has no application to such a case. -: H:-&-:W:--

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