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Daily Charlotte Observer.

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Have the Best Stock of

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TUESDAY MORNING, MAY 2nd, 1882, WE WILL DISPLAY SOME BEAUTIFUL GOODS, viz:

NECKWEAR, DRESS GOODS, POLKA DOT SWISS IN WHITE AND ECRU, with Embroidery to trim, etc., etc.

ONE OF OUR FIRM HAS JUST RETURNED FROM NEW YORK, AND ON THIS,

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—OF—

NEW GOODS,

LACE FICHUS, LACE COLLARS and POLKA DOT LINEN COLLARS, at 10c. All combined

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The Handsomest and Cheapest Lot

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Ever seen in Charlotte.

All novelties constantly added to our stock as rapidly as they come out.

A lot of beautiful SEERSUCKERS just in, very stylish and desirable.

An exceptionally good trade has forced our buyer to seek the

NORTHERN MARKETS

a second time this season to replenish our greatly broken stock, and we assure the trade that nothing new or desirable will be omitted in our second purchase.

T. L. SEIGLE & CO.

apr30

Medical.

PERRY DAVIS' PAIN KILLER

A Never-Failing Cure for Burns, Scalds, Bruises, Cuts, Sores, etc.

After forty years of trial, Perry Davis' Pain Killer stands unrivaled. It is safe! It acts immediately! It never fails!

Editor of the St. John (N. B.) News, says:
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 for a single hour.

From the Cincinnati Dispatch:
We have *seen* its magic effects, and *know* it to be a good article.

From I. S. Potter, U. S. Consul at Crefeld, Rhenish Prussia:
After long years of use, I am satisfied it is positively efficient as a healing remedy for wounds, bruises, and sprains.

W. W. Sharper, Valdosta, Ga., says:
It is a panacea for all bruises and burns.

From R. W. Adams, Saco, Me.:
It gave me immediate relief.

R. Lewis says:
In forty years' use it never has failed me.

W. W. Lum, Nicholville, N. Y., says:
I use your PAIN KILLER frequently. It *relieves* pain and soreness, and *heals* wounds like magic.

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.* Its success is *entirely* because of its merit. Since the Pain Killer was first introduced, *hundreds* of new medicines have come and gone, while to-day this medicine is more extensively used and more highly valued *than ever before.* Every family should have a bottle *ready for use.* Much pain and heavy doctors' bills *may often be saved* by prompt application of the Pain Killer. *Unlike most medicines,* it is *perfectly safe* even in the hands of a child. Try it once thoroughly, and it will prove its value. Your druggist has it at 25c., 50c. and $1.00 per bottle.

PERRY DAVIS & SON, Proprietors, Providence, R. I.

sept d&w sept & oct.

A BLESSING TO WOMANKIND.

Dr. Clarke's Periodical Pills. Relieve all diseases of women peculiar to the appearance and cessation of the menses, uterine disturbances torpidity of functions, with leucorrhœa, dismenorrhæa, and hysteria, also in melancholia and other mental derangements. Afford prompt relief to those distressing bearing down pains so peculiar to women. Price $3 per box. Sent free by mail on receipt of price. Dr. Clarke Medicine Company, New York City.

FOR Scrofula or any Blood Disorder.

Dr. Clarke's Anti-Syphilitic Pills. In either stage, whether primary, secondary or tertiary, are an invaluable remedy. They never fail to cure when directions are followed. Price $2 50per box. Five boxes $10. Sent by mail, prepaid, on receipt of price. Address Dr Clarke Medicine Company, New York City.

AN INVALUABLE REMEDY.

Dr. Clarke's Gonnorrhea Pills. For weakness of the Kidneys and bladder. A quick and complete cure in 4 to 8 days of all urinary affections, smarting, frequent or difficult urination, mucous discharges and sediments in the urine from whatever cause induced, whether of recent or long standing. One to three boxes usually sufficient. Price $2 per box. Three boxes for $5. Mailed free on receipt of price. Address Dr. Clarke Medicine Company, New York City.

THERE IS A BALM IN GILEAD.

Dr. Clarke's Invigorating Pills. For all cases of Spermatorrhœa and impotency, as the result of self-abuse in youth, sexual excesses in maturer years, or other causes, and producing some of the following effects: Nervousness, seminal emissions (night emissions by dreams), Dimness of Sight, Defective Memory, Phisical decay, Pimples on Face, Aversion toSociety of Females, Confusion of Ideas, Loss of Sexual Power, &c, rendering marriage improper or unhappy. Are a positive cure in two to 8 weeks. One to six boxes usually sufficient. Price $1.50 per box. Four boxes $5. Sent by mail, prepaid, on receipt of price. Address Dr. Clarke Medicine Company, New York City.

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These Pens are specially hardened at the point, will not corrode or rust, and will be found most serviceable and durable. Sample card, with ten different styles of nickel plated pens, sent for trial by mail on receipt of 25 cents.

Sole Agents.

Ivison. Blakeman, Taylor & Co., NEW YORK.

Sarah Barnhardt Kids, $1.50.

6 BUTTON WHITE KIDS, $1.00.

A Complete assortment of all styles and qualities. We have a large stock of Sash Ribbons at 50c to $1.25 per yard. A large stock of Surahs, Satins, Moires, Merveilleux and Rhadames, all colors, at 75c to $3.00 per yard. Don't forget our $1 Corset. A nice line of Ladies' Neckwear. Our Dress Goods Department is complete, and we are offering some very decided bargains. We have just received some new designs in LAWNS that are real pretty.

Plain and Figured Buntings in Black and Colors, at 12½c, 15c and 25c

We have a large stock of Ladies' Newport Ties and Sandals. We have just opened up a handsome stock of GENTS' LOW QUARTERED SHOES, in hand-sewed. We have a large stock of

NOBBY STRAW, STIFF and FELT HATS.

PEARL SHIRTS, EVITTS' SHOES, UNIVERSAL PATTERNS.

☞ Come and see our stock and we will make it to your interest. ☜

Hargraves & Wilhelm.

apr30

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—THE—

"JUMBO"

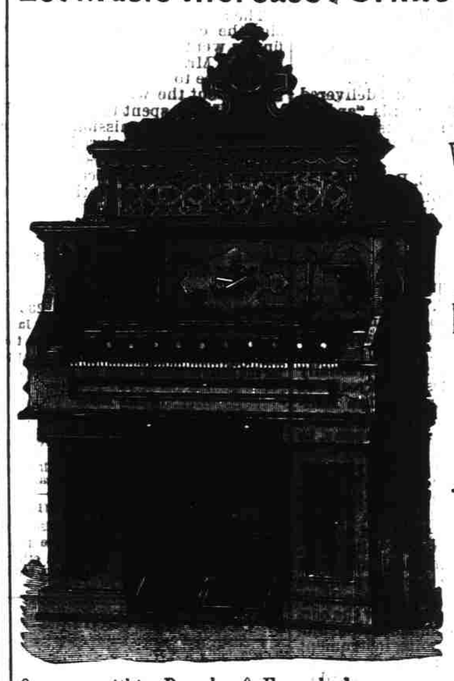
FOR THE CAROLINAS.

WEIGHT 1500 TO THE TO THE SQUARE GRAND.

McSMITH WILL DOUBLE HIS STOCK.

LOOK OUT FOR SQUALLS AND BAWLS.

Let Music Increase and Crime will Decrease



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Organs within Reach of Everybody.

MASON & HAMLIN,

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Never Before Such Low Prices and Easy Terms

☞ LOOK HOW THE OLD MAN FROWNS ☜ and scratches his head while reading Mc's adv. Make him read, let him frown. Write to me and I will send you a photo (not of myself) but of my Pianos and Organs. Make your selection, then go for him and write to me for a few more dots, such as prices, terms, &c.

Address, or call on

H. McSMITH, Charlotte, N. C.

SPRING! SPRING! SPRING!

L. BERWANGER & BRO.

NEW STOCK! NEW STYLES! LATEST CUTS!

—COME!—

FOR our stock is now complete. We call especial attention to the CLOTHING MANUFACTURED IN OUR OWN HOUSE. We are justified in asserting, and not expressing, that the long experience and standing of our House, is a full guarantee that OUR CLOTHING IS THE MOST RELIABLE SOLD in this Market. We make up first class garments, and always study the demands of our patrons, and insure them absolute BOTTOM PRICES. We do not buy job lots in order to introduce Low Priced Goods, but invariably offer the public such CLOTHING and made up in such a style as is worn in fashionable circles in Northern cities. We had the choice of selecting our stock by going early in the Market, of which privilege the Late Purchaser is debarred. Our stock of Boys' and Children's Clothing is as fine as always. The latest styles in

HATS, ALL COLORS.

GENTS' FURNISHING GOODS,

THE FINEST IN THE CITY.

THE YORKTOWN SCARF,

The Latest Out, in the Very Latest Shades in Silks.

☞ CALL AND SEE US. ☜ Yours Respectfully,

L. Berwanger & Bro

N. B.—Garments Made to Order on Short Notice.

apr7

THE $10,000,000 LEASE.

MR. BEST'S GIGANTIC PLANS.

The Biggest Mortgage Ever Recorded in a North Carolina Court House, Which a Valid Scoops in the Midland North Carolina Railway, Mr. Best and All.

The following is an authenticated copy of the recent mortgage of the Midland North Carolina Railway to the American Loan and Trust Company:

This indenture, made this first day of September, in the year of Our Lord one thousand eight hundred and eighty-one, between the Midland North Carolina Railway Company, a body corporate, duly organized and existing under and by virtue of the laws of the State of North Carolina, party of the first part, and the American Loan and Trust Company, of the city of Boston, also a body corporate, duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, party of the second part.

WITNESSETH: That whereas the party of the first part was duly constituted a body politic for the purpose, among other things, of constructing and maintaining a railway, with one or more tracks and lines, from some point at or near the harbor of Beaufort, in the State of North Carolina, to the Tennessee line, or to some intermediate point where satisfactory through connections can be made with the existing proposed lines, so as to insure an uninterrupted through connection from Memphis, in the State of Tennessee, to Beaufort harbor, aforesaid, to such point or points, by such line or lines, as a majority of the directors may determine:

And whereas it is provided in said act of incorporation that the directors or contractors of and for said company are empowered to purchase or acquire for or on behalf said company, or for its ultimate benefit, to be included as a part of its line or system, or to be incorporated with it as a branch, as the case may be, any previously existing railroads, either at legal sale, by auction or otherwise, or upon such terms as any board of directors or a majority of stockholders may agree:

Also, that the said company shall be further authorized to charter, hire, navigate, build, use, purchase, sell, convey, or otherwise acquire, dispose of or employ steamships, vessels and such other craft as may be deemed necessary or expedient in the prosecution of its business, and shall likewise have power to lease, hire, use, run, manage, purchase, contract with, or in any and every way employ any other railroad, and generally to do and perform any and every act or thing requisite or necessary in the premises:

And whereas, to and in the purchase, construction, equipment and operating its entire line of railway, and any branches and extensions which it has, or shall be authorized to construct or operate, the said The Midland North Carolina Railway Company, the party of the first part, by its board of directors, has duly and legally resolved to issue its ten thousand bonds of one thousand dollars each (being of the aggregate amount of ten millions of dollars—$10,000,000), each bearing date of the first day of September, one thousand eight hundred and eighty-one, and maturing the first day of September, one thousand nine hundred and eleven, and bearing interest at the rate of six per centum per annum from and after the first day of September, one thousand eight hundred and eighty-one, payable semi-annually, on the first days of March and September in each year, upon the presentation and surrender of the coupons therefor attached to said bonds, as they severally become due, at the office of said American Loan and Trust Company, in the city of Boston, or at the office or agency of the said Midland North Carolina Railway Company, at the option of the holder, which said bonds should be secured by a mortgage substantially in the form of these presents, to be made to bear even date with the said bonds, and made to said American Loan and Trust Company, of the city of Boston, as trustees upon the entire railway, property and franchises of the said company, and which said bonds are to be in form following; that is to say:

Number——.

UNITED STATES OF AMERICA, STATE OF NORTH CAROLINA.

The Midland North Carolina Railway Company—First Mortgage Gold Bond.

$1,000. $1,000.

KNOW ALL MEN BY THESE PRESENTS: That, for value received, the Midland North Carolina Railway Company acknowledges itself to be indebted unto the corporation known as the American Loan and Trust Company, or bearer, in the sum of one thousand dollars, and promises to pay the same to the bearer hereof in gold coin of the United States, of the present standard weight and fineness, on the first day of September, A. D., nineteen hundred and eleven, with intertest thereon, payable in like gold coin, at the rate of six per centum per annum, free from United States government tax, on the first days of March and September in each and every year, until the principal sum shall be paid, on presentation and surrender of the respective coupons hereto attached, as they severally become due, both principal and interest being payable at the office or agency of the said The Midland North Carolina Railway Company, in the cities of New York or Boston, or (in case notice is given to said railway company thirty days in advance) in the city of London, England, at the option of the holders.

This bond is one of a first series of bonds of one thousand dollars each, issued by the said Midland North Carolina Railway Company, limited in issue to ten million dollars, numbered from one to ten thousand, both numbers inclusive, all of which bonds are of even date and like tenor and amount, and are to be issued only at the rate of fifteen thousand dollars per mile for each mile of road completed or ready for operation; and the payment of each of said bonds is equally secured by a mortgage, or a deed of trust, bearing even date herewith, duly authorized, executed and delivered by the said Midland North Carolina Railway Company to the American Loan and Trust Company, as trustee for the holders of said bonds, conveying the franchises, rights, choses in action, and all the railroad, road-beds, rights of way, superstructures, grounds, depots, shops, lots, machinery, water-tanks, turn-tables, engines, cars, rolling stock and entire equipment, docks, wharves, buildings and lands, and all other property, real, personal or mixed, wherever situated, of the said The Midland North Carolina Railway Company now owned, or which hereafter may be acquired by said railway company, with the privileges, rights and appurtenances thereto belonging, more fully set forth in said mortgage or trust deed.

The principal of this bond shall become payable forthwith upon demand, in case the said railway company shall fail for a period of six calendar months to pay any coupon hereto attached when the same becomes due, and such default shall not have been waived by a majority in amount of the holders of all said bonds then outstanding in the manner provided in said mortgage.

For the encouragement and protection of foreign capitalists, all bond or debenture holders shall be entitled to an equal share in the management of said company with the stock or shareholders whenever any default may occur in the payment of the interest or principal of the same, and shall have one vote for every one hundred dollars of said bonds or debentures held by each respectively, and may vote in person or by proxy whenever any such default may occur.

This bond shall not become a valid obligation until the certificate endorsed hereon shall have been duly signed by the authorized officers of the said trustee, or by its successor or successors in the trust.

This bond may be registered in accordance with the provisions endorsed hereon.

In witness whereof, the said The Midland North Carolina Railway Company has caused its corporate seal to be hereto affixed and these presents to be signed by its President and Secretary, on this first day of September, A. D., eighteen hundred and eighty-one.

{L. S.}

..... Secretary.

..... President.

[FORM OF COUPON.]

No.—— $30.00.

The Midland North Carolina Railway Company will pay to the bearer, at its office or agency, in the city of New York or the city of Boston, at the option of the holder, thirty dollars in United States gold coin, or its equivalent in sterling money, on the first day of ——, 18—, being six months interest, due that day, on its first mortgage bond, No. ——, for $1,000.

.....Treasurer.

[CERTIFICATE TO BE ENDORSED ON SAID BOND.]

The American Loan and Trust Company, trustee, hereby certifies that this is one of a series of bonds mentioned or described in a mortgage or deed of trust made by the Midland North Carolina Railway Company, of even date with the said bond, which mortgage has been recorded, and that the total amount of said bonds issued does not exceed the rate of $15,000 for each mile of railroad completed and ready for operation, as certified in writing by the executive committee of the board of directors of said railway company, in accordance with the terms of said mortgage. .....Trustee.

Now, therefore, this indenture witnesseth,—

That the said The Midland North Carolina Railroad Company, in consideration of the premises, and of the sum of one dollar to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, for the purpose aforesaid, and in order to secure the punctual payment of the principal and interest of the said bonds, to be issued as aforesaid, has granted, bargained, sold, assigned, set over, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, assign, set over, alien, enfeoff, release, convey and confirm unto the American Loan and Trust Company, party of the second part, and its successor or successors in the trust herein and hereby created and declared, all and singular the property, real, personal and mixed, of the party of the first part heretofore acquired or owned by it, wheresoever situate and of whatsoever kind and description, including all the right, title and interest which the said corporation now has, or may at any time hereafter acquire in or to all and singular the lines of railroad acquired and to be hereafter acquired and constructed by the party of the first part, and also all branches and branch railroads, of the said party of the first part, and all and singular the telegraph and telephone lines of the said corporation constructed or to be constructed upon or over any or all of the lines of railroad acquired or to be acquired or constructed by the party of the first part, and also all the lands, tracks, lines of railroad, rails, bridges, culverts, viaducts, ways, rights of way, depots, station-houses, coal-houses, shops, buildings, piers, wharves, structures, erections, trestles, fences, walls, fixtures, casements, franchises, privileges and rights, acquired or to be acquired by the party of the first part, and also all locomotives, water tanks, turn-tables, engines, tenders, cars, carriages, tools, machinery, manufactured or unmanufactured, materials, coal, wood, and supplies of every kind, rolling stock, equipments, and all implements belonging or appertaining to the said lines of railroad; also all the tolls, incomes, issues and profits, arising or to arise out of the said property, or any part thereof, and all rights to receive and recover the same; also, all the estate, right, title and interest in and to any and all real and personal estate belonging to or to be acquired by the party of the first part; and also all leasehold lands, with the buildings thereon erected; also all the piers, bulkheads, and water fronts, and all other water privileges and property, of every sort and description, now held, owned or to be acquired by the party of the first part, it being intended hereby to convey to the American Loan and Trust Company, party of the second part, under and by virtue of the aforesaid description and of this indenture, all and every right, title and interest of the party of the first part, in and to the property and premises above mentioned and described, whether as lessee or as holder of the stock or bonds of any other corporation, association or organization, or however such interest of the said party of the first part may be regarded in law or in equity as subsisting or in hearing in the aforesaid property or premises, or any part thereof; it being the true intent and meaning of these presents that the party of the first part shall and doth grant, convey and set over to the said American Loan and Trust company, party of the second part, all manner of franchises of every kind and description, however derived, all and all manner of real estate and interest therein, wherever such real estate may be situate, and all and all manner of personal or mixed property of whatever nature or description the same may be, at the date of these presents, owned or possessed by the party of the first part, or which at any time hereafter during the continuance of this trust may be acquired by the party of the first part; and also all choses in action of every kind and description, including bills receivable, book accounts, traffic balances, and books of record and accounts of every kind and description; all papers, maps, inventories and documents in any wise referring or relating to the property or franchises hereby conveyed; and also all the franchises, and property, and all personal rights or interests in any franchises or property of any kind and description, real, personal or mixed, and wherever the same may be situate, that may at any time after the date of this indenture be acquired by or for the party of the first part; all of which is hereby covenanted shall inure by way of accretion to the benefit and advantage of the said American Loan and Trust Company, party of the second part, and by way of further and better security.

To have and to hold all and singular the premises, rights, franchises, and property, real, personal and mixed, aforesaid, with the appurtenances thereto belonging or in any wise appertaining unto the said American Loan and Trust Company, party of the second part, its successor or successors, in the trust hereby created, and its or their assigns to its or their only use and behoof and benefit forever. In trust, nevertheless, for the use, benefit and security, as hereinafter mentioned, of the several persons and bodies corporate, their respective executors, administrators, successors and assigns, who shall be or become the holders of the said ten thousand bonds, or any or either of them, without any preference, priority or distinction whatever, to any holder or owner of any such bonds, but subject nevertheless to the right of the party of the first part and its successors and assigns to retain the free and uncontrollable use, enjoyment, possession and management of the aforesaid premises hereby granted, or intended to be, until the said party of the second part is authorized to enter upon or sell the same, as hereinafter set forth.

And it is expressly covenanted and agreed by and between the parties hereto, the same party of the first part covenanting as well for itself as for its successors and assigns, and the said party of the second part covenanting as well for its successor or successors in the trust, in manner following:

First. That the party of the first part and its successor or successors hereby covenants or agrees to pay or cause to be paid all taxes, charges, rates, levies and assessments imposed, asssessed or levied, which may hereafter be imposed, assessed or levied upon the premises, franchises and property hereby mortgaged, conveyed and assigned, or intended so to be; and to keep all its road and rolling stock and other property in good order and repair; and to reconstruct, replace and restore all such or so much and such parts thereof as may be worn out, wrecked, destroyed or displaced; and at its own proper cost, expenses and charge to do or cause to be done all acts and things necessary and proper to be done and performed in order to keep valid and intact this lien or incumbrance upon all and singular the aforesaid premises, property and franchises, hereby created or intended so to be.

Second. That the party of the first part and its successors hereby covenants and agrees at any time or times hereafter, and from time to time to execute, acknowledge and deliver under its corporate seal to the party of the second part and its successor or successors, such other and further assurances, deeds, mortgages, obligations, transfers, assignments, bills of sale, indentures and instruments in writing, and to do and perform all such further and other acts and things as shall or may be proper and necessary, or as the counsel of the party of the second part, learned in the law, shall deem necessary, proper or expedient, for the better or more effectually securing the payment of the said ten thousand bonds, and the interest due and to grow due thereon, and for the carrying into effect the true intent, design, object and purpose of these presents, or making, preserving, continuing and keeping valid and effectual the lien and incumbrance created or intended to be created by the execution, delivery and recording of this indenture, upon all the property, real, personal and mixed, of every sort and description, including all railroads, equipments, franchises and effects, now owned, possessed and acquired, by the party of the first part.

Third: That the party of the first part hereby covenants and agrees to well and truly pay the sum of money in the said ten thousand bonds, and each and all of them mentioned, together with the semi-annual interest due and to become due thereon, at the rate of six per centum per annum, at the times and in the manner and at the places specified therein: and further, that in case any coupon or any installment of interest on said bonds shall not be paid on presentation as therein provided, and shall remain unpaid for ten calendar months thereafter, and such default shall not be waived in the manner hereinafter specified, then the party of the first part covenants and agrees forthwith to pay on demand at the place and in the manner in said bond specified the principals of all such bonds.

Fourth: That the party of the first part hereby covenants and agrees to apply the net proceeds arising from the sale of the bonds secured by this indenture to the building, grading and otherwise aiding in constructing the line of the said railroad, as the same may have been or may be surveyed, and laid out, and for the full and complete furnishing and equipping of the said railroad, and the purchasing and procuring of locomotives, engines, cars and other proper equipments and rolling stock, and other proper and suitable appurtenances for the said railroad, and for the erection of depots, station houses and such other buildings as may be suitable and proper for the same.

Fifth: That the party of the first part hereby covenants and agrees, after said bonds shall have been duly executed by and in behalf of the party of the first part, to deposit the same with the party of the second part to be certified and issued from time to time, as the same may be sold or otherwise disposed of; and the said trustee is authorized to certify and issue any of the said bonds at any time, on the request of the party of the first part, as evidenced by the written order of the board of directors of the party of the first part, or of a majority of the said committee, in which the president or acting president of the party of the first part shall in all cases join. But such bonds shall in no case be certified and issued to an amount exceeding the sum of fifteen thousand dollars for each and every mile of railroad which is now, or may hereafter be owned or controlled, or operated by the party of the first part, and hereby granted, conveyed, assigned, mortgaged, pledged, transferred and set over, or intended so to be, and which, at the time of any such issue, shall be completed and ready for operation, as certified to said party of the second part in writing by the executive committee of the board of directors of the party of the first part, or a majority of such committee, in which certificate the President or acting President shall join. Such certificate shall be conclusive evidence for the said trustee of the facts therein contained. It shall be the duty of the president and secretary of the party of the first part to furnish the said trustee with a written certificate under the seal of the said corporation, of the names and residences of the