

Pegram & Co.,

Boots, Shoes, Hats, Trunks, TRAVELING BAGS, UMBRELLAS, &c.

PEGRAM & CO., GENTS' and LADIES' SLIPPERS.

PEGRAM & CO., Gents' Hand-Sewed Shoes

PEGRAM & CO., Children's Shoes and Slippers.

PEGRAM & CO., Trunks and Valices

PEGRAM & CO., OF ALL PRICES AND SIZES.

PEGRAM & CO., Milk, Felt and Straw Hats

PEGRAM & CO., Farmer Friends

PEGRAM & CO., Shoe Dressing, French Blacking

PEGRAM & CO., Ladies' Misses and Children's Shoes.

PEGRAM & CO., BEST BRANDS and LATEST STYLES

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Dr. Goods, Clothing, &c.

JUST IN PER EXPRESS

LOT OF NEW

NECKWEAR

All the latest Novelties

T. L. Seagle & Co.

Summer Complaints

At this season, various diseases of the bowels are prevalent, and many lives are lost through lack of knowledge of a safe and sure remedy.

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SUPREME COURT DECISIONS.

Reported for the Charlotte Observer by W. M. Buser, of the Raleigh Bar.

State and Rogers vs. Odum et al.—Northampton.

RUFFIN, J.: The relators were infants who filed their petition by their mother as next friend to have defendant Odum, who was clerk of the court, appointed receiver, to collect, receive and manage a certain fund due them from an insurance company the premium on their father's life. He was appointed receiver, collected the fund, became insolvent, and failed to turn it over. This suit was brought against him and his sureties on a special bond. The complaint was demurred to on the ground that the facts alleged did not constitute a breach of the bond sued on, or show that the money mentioned was received by defendant. The court speaking for the parties who signed the bond, and others as their sureties, and the said judgment was affirmed, and plaintiffs moved for judgment against the relators and their sureties on the costs, but for the amount directed by said affirmed judgment to be paid to them; the defendants resist the motion on the ground that it was the intention of the parties who signed the bond, and others who took it only to secure to the plaintiff the costs of the appeal. The failure thus to limit their liability to the amount of the bond, or to the advance of the relators, who prepared the instrument for their signatures; letters and affidavits being filed in support of these facts which are demurred to by the relators, and through Ruffin, J. orders that as these matters of fact are raised the most equitable course to pursue would be to refer the question to a jury, and it is so ordered. The plaintiffs will have judgment against defendants of record, for the amount of the judgment affirmed, and the costs, and against the sureties on the undertaking for the costs only.

Johnson vs. Smith—Mecklenburg. Civil action tried before Eurs J. at the Fall term, on demurrer. Action was brought on a promissory note for \$1,250, given for fifty shares of the stock of the South Carolina Land company.

Stephenson vs. Seaboard and Roanoke R. R. Co.—Northampton. This was an action of estoppel and delivery for the possession of 200 railroad ties.

The plaintiff offered in evidence a mortgage given to him by J. T. Huff, June 20th, 1880, for \$200, which was June following, claiming that it conveyed to him the property sued for. The description given to the property in the deed is as follows: "200 railroad ties to be delivered at Kee's crossing on the Seaboard and Roanoke railroad." The maker of the deed was introduced by the plaintiff, and it was testified that at the time he made the mortgage he had cut a little over 200 ties, which were then in the woods; that he afterwards cut others, making in all that he placed upon the railroad 200, of which were "culis." That none of the ties were delivered at Kee's crossing, but were delivered to defendant at another point, under a contract made with it before the execution of the mortgage to the plaintiff; that the defendant had paid for the ties without the knowledge of plaintiff. His Honor expressed the opinion that the deed was not sufficiently definite in its description to pass the property; plaintiff took a non-suit and appealed.

The court said that it cannot be expected that a mortgage should set forth a description of the property conveyed, with such certainty that it may be identified by the terms of the instrument, and without the aid of other evidence, still it is necessary that it should furnish some description of the property, accompanied with such certainty as will enable the parties, aided by inquiries which the deed itself suggests, to identify it.

The mortgage under which plaintiff claims, does not describe the property, nor is there any other evidence, which would enable a party purchasing to know that it was intended to be conveyed hereby. No error. Judgment affirmed.

Mauhey & Son vs. Colt—Davidson. This action, which has already been reported in 80 N. C. 308, has for its object the recovery of a balance due the plaintiffs for goods sold and delivered, and money advanced during the years 1874, 1875 and 1876. Upon the finding of the jury the court gave judgment for the plaintiffs and defendant appealed.

The writing by How, (the party who introduced the evidence) of signing with notice to him of the non-payment of the drafts, relieved the plaintiffs from the duty of advising him of the drawer's refusal, and their own litigation, in which the defendant's legal liability for the debt, dispensed with the duty of giving the notice to him, if indeed he not being a party to the transaction in law, was known, entitled to notice.

A note given by all the parties to pay for goods delivered, would not extinguish the original debt, like a receipt, but it would serve to discharge the debt, still it is necessary that it should furnish some description of the property, accompanied with such certainty as will enable the parties, aided by inquiries which the deed itself suggests, to identify it.

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WORTH LOOKING AT!

JUST RECEIVED PER EXPRESS

A JOB LOT OF SEVERAL LINES OF

FASHION SHEETS FOR JULY.

HARGRAVES & WILHELM

SMITH BUILDING.

McSMITH

MUSIC HOUSE,

CHARLOTTE, N. C.

BRANCH of LUDDEN & BATES.

PREPARING FOR FALL TRADE.

200 PIANOS AND 500 ORGANS.

BUY NOW AND PAY WHEN COTTON COMES IN.

GRAND MID-SUMMER SALE.

Thousands of Musical Families throughout North and South Carolina are intending to purchase PIANOS and ORGANS in the Fall, when cotton comes in. WHY WAIT? Buy at once, and enjoy the long, hot SUMMER MONTHS with Music and make the "HARVEST HOME" still more joyful.

Under our Mid-Summer Sale, we offer to sell during the months of JUNE, JULY, AUGUST and SEPTEMBER, 1882, PIANOS and ORGANS, of every make and price, at our very lowest cash rates.

On PIANOS \$25 Cash, Balance November 1st, 1882. On ORGANS \$10 Cash, Balance November 1st, 1882.

WITHOUT INTEREST OR ANY ADVANCE IN PRICE.

IF BALANCE CAN'T BE PAID IN THE FALL.

Longer time will be given, with a reasonable increase of price. All instruments of every grade and price included. Tell your musical friends of it. Write us for Catalogues, Price Lists and Circulars. This sale closes October 1st, 1882. Early purchase secures cash prices and easy terms. Fix (4) years guarantee. Stool and instructor with every Organ. Freight paid both ways if no sale. Test them in your own home. Address: McSmith Music House.

PROF. WM. BAKER is my authorized Tuner and Repairer. All work guaranteed. Send orders to this house. H. McSMITH.

WATCHES and JEWELRY!

W. A. TRUSLOW, JEWELER, KEEPS CONSTANTLY ON HAND A WELL SELECTED STOCK OF WALTHAM AND ELGIN WATCHES, In Gold and Silver Cases, all of which he fully warrants Reliable Time Keepers. Business men know THAT "TIME IS MONEY" And a good investment is to buy a Good Watch. If your old Watch does not keep time, leave with W. A. TRUSLOW

A few days and have it regulated. He can give over one hundred references in the city.

KIDNEY-WORT THE ONLY MEDICINE IN EITHER LIQUID OR PILL FORM That Acts at the same time on THE LIVER, THE BOWELS, AND THE KIDNEYS. WHY ARE WE SICK? Because we allow these great organs to become clogged or torpid, and poisonous humors are therefore forced into the blood that should be expelled naturally.

THE FACTORY FOR SALE. BY Virtue of a decree of the Superior Court of Ontario county, made in the case of F. C. Stanford and others, plaintiffs, vs. F. C. Powell and others, defendants, at Spring Term, 1882, of said Court, the following real estate, to-wit: A certain parcel of land, situate in the town of Charlotte, N. C., containing about 100 acres, more or less, bounded as follows: On the north by the Long Island Cotton Mills, on the south by the Long Island Cotton Mills, on the east by the Long Island Cotton Mills, on the west by the Long Island Cotton Mills, the said parcel of land, together with all the buildings thereon, and all the fixtures and appurtenances thereto, is hereby sold to the highest bidder, at public sale, at the Long Island Cotton Mills, on MONDAY, the 27th DAY of JULY, 1882, the following valuable property, to-wit: A certain parcel of land, situate in the town of Charlotte, N. 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