# one abserver.

## VOLUME XXXIV.

THE HE

they cost

FVFRYBO

## CHARLOTTE, N. C., FRIDAY, JANUARY 22, 1886.

WEEKLY EDITION. months..... The rush continues and goods are selling fast. A nice lot of NOT ITNGHAM LACES at sacrificing In clubs of five and over \$1.50.

**No Deviation From These Rules** 

Digest of Opinions, October

Term. 1885. From Advance Sheets of Attorney General T. F.

lected by him.

lowed.

paid to him.

4. Where, in his inventory, an administrator returned the receipt of a deputy sheriff for four bonds due the New York World. chargeable with the amount of the The dog and the Newark small boy, bonds. The bank cashier and the free pass to BOOTS, BUTTON AND LACE BALS, of the country, the administra-tion bond is not responsible to this truth is found in the publication

The Charlotte Observer. "TRUTH, LIKE THE SUN, SOMETIMES SUBMITS TO E OBSCURED, BUT, LIKE THE SUN, ONLY FOR A

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DAILY EDITION.

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SUPREME COURT DECISIONS.

## State vs. Brower.

ministrator kept his account with the plaintiffs only seek to recover on the is marked "paid," but the ontry bears of their goods. In such case the date before the death of the intes. judgment should be by default and tate. Held, not a proper charge against the administrator, in the absence of evidence that the amount was

or interest of her own, there is pre-sumption of law that the transaction is fraudulent, and the burden of showing that it is fair and conscien-tious is on him who seeks to support it But when the transaction is the

execution of a mere naked power, the law raises no presumption of fraud, but it is a question of fact to be de-cided by the jury upon the facts and circumstances of each case. Witt vs. Long.

1. While it is better and more convenient to have the record printed as soon as the case is docketed in

record is printed when the case is appearance. called in its order for argument.

2. Appellants should be careful to see that the rule is duly observed in respect to the parts of the record required to be printed, as it is intimat-ed that a mere colorable compliance

will be treated as no compliance at

amount therein specified.

2. Where, in a series of findings 4. A judgment by default final is by a referee, some are proper, an irregular in an action on an open ac-exception to the whole will not be al count for goods sold and delivered, 3. Where, in a book in which the ad alleged in the complaint, but the estate, a certain note due to the estate implied contract the reasonable value

> inquiry. 5. A judgment by default final can only be rendered when the complaint is verified.

An Unfortunate "Make-Up."



NEED 

#### OF ROOM

If we wish to conveniently accommodate the immense stock which are now purchasing for the coming season.

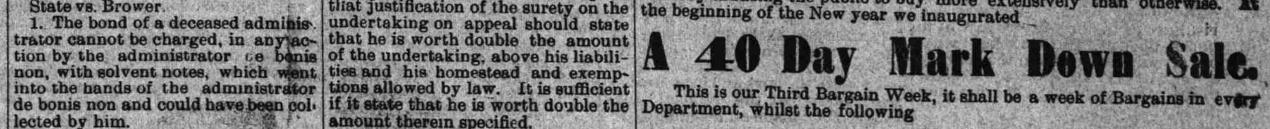
the supreme court, and this practice is commended by the court, yet it is a compliance with the rule if the

# ALTERATION

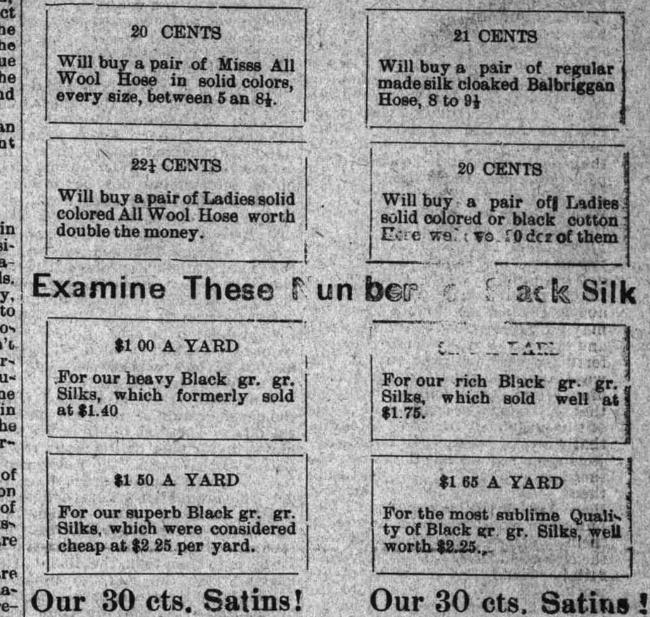
Does not give our RETAIL DEPARTMENT any additional Room. We are compelled to make room, and can only do so by

## SELLING, GOODS CHEAPLY,

all, and the appeal dismissed. 3. The statute does not require that justification of the surety on the the beginning of the New year we inaugurated



## **REDUCTIONS WILL TAKE THE LEAD:**



## Davidson's 93d N. C. Reports. 10 210-515

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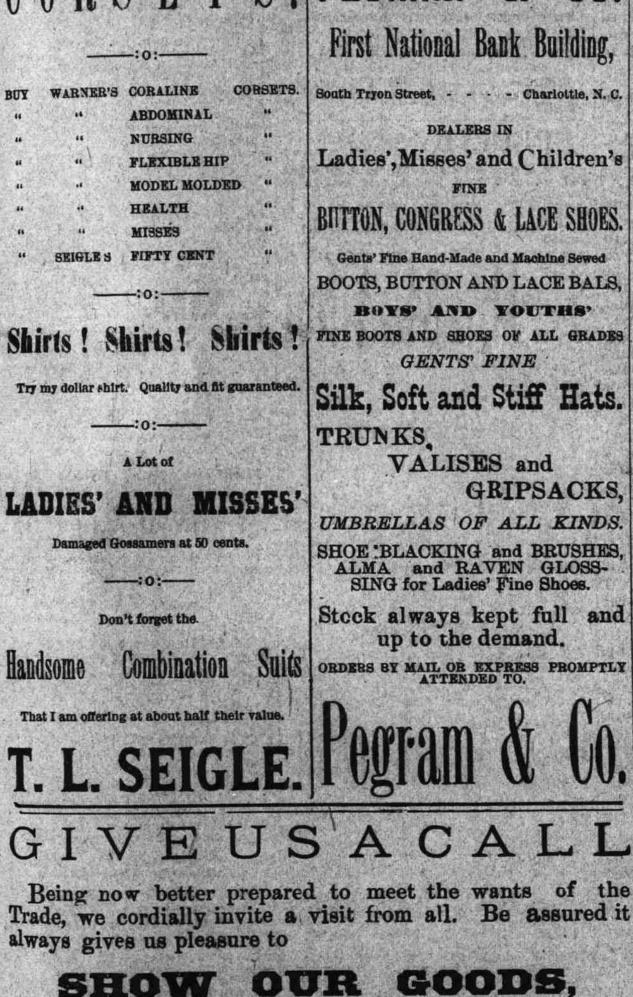
**Combination Dress Suits** 

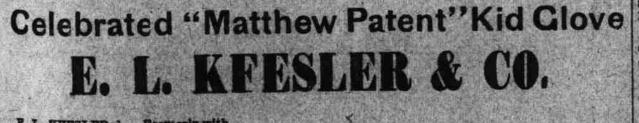
At prices never before heard of. Now is the time to get a handsome

that this sale includes everything from a paper of pins up, at exactly what

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R. L. KEESLER, | Formerly with

is his duty to settle up the partner- "The citizens of Marbleton are of a partner, his administrator did not have a settlement with the sur-viving partner of his intestate's in-"Butcher Segar, of Marbleton, an-

terest in the firm, his bond is not have ble for the amount of such interest in an action by an administrator de bonis non, in the absence of evidence that any detriment came to the es-tate by the failure of the first admin-istrator to have a settlement. In such case the right to enforce the set-tlement passed to the administrator de bonis non. The bond is not have a settlement in the fact that the cit-izens of Marbleton should mourn over the deaths of twenty dogs. The dog is a noble animal and is more friendly to man than any other of the brute creation. It reflects credit up on the tender-hearted citizens of that fourishing village that they sorrow.

estale of the intestate as being in his | It is sad to notice the reckless strain hands, which receipt was found in human nature which is responsiamong the papers of the estate at ble for so many disastrous combina-his death Heid, that he was not tions of otherwise useful materials.

5, Where there is no evidence of Canada, the Alderman and the boothe solvency of a note due the estate, die, the gun and the man who didn't. found uncollected among the papers belonging to the estate, after the death of the administrator, and it is found by the court below that even if solvent the collection was de-layed and imp ded by the stay laws and the general disturbed condition of the country the administrator.

the estate for the amount of the in juxtaposition of two jottings of note.

6. Where one partner dies, the sur- ville, Pa., a few days ago. Here are viving partner has the right, and it the items :

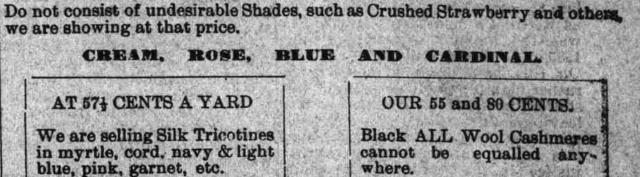
ship matters. So, where, on the death mourning the loss of twenty valua-

viving partner of his intestate's in- "Butcher Segar, of Marbleton, an-terest in the firm, his bond is not lia- nounces that he has just made up a

7. In the absence of evidence to the contrary, each partner is presumed to be equally interested in the joint friend of science. Where would

business. 8. Where an intestate was possessed of a large number of slaves at his business. Pasteur be today if there were no dogs ? He would be nowhere and the interesting science of bacteriolos death, aud other real and personal gy would lack one of its most prom-property more than sufficient to pay inent features.

all of his debts, and his administra- Neither is it a circumstance to be



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