

TRIP TO THE Isthmus

THE BEST WAY IS VIA JAMAICA

The Island Abounds in Scenery and Romance and is a Delightful Oasis in the Great Expanse of Ocean...

BY WOODWORTH CLUM

Correspondence of The Observer.

Colon, Panama, March 22.—Colon, the Mecca of serious-faced engineers, sanitary experts, West Indian negroes, stray journalists and citizens from Nebraska, lies before me...

I came to find a city of the dead, a realm of pestilence and sorrow. I have discovered a city of the living—a human city—where there is both sickness and health, joy and sadness, industry and idleness.

However, I must not begin at the wrong end of my story. Colon is one thing, the getting here is another thing. On leaving Washington my friends asked: "How do you get to Panama?" "Do you go by rail to Florida and sail from there; or do you sail from New York or New Orleans?"

HOW TO GET THERE

From New York to Colon, by way of Jamaica, is the shortest route. I include Jamaica because no one interested in the operations along the proposed isthmian canal can study these conditions or form any comparative idea of the manner of progress without first visiting this beautiful island...

Then, too, Jamaica is thoroughly worth while in itself. It abounds in scenery and romance; it is a delightful oasis in the great expanse of ocean.

Four days of salt air and sunshine (and seasickness) bring the tourist to Port Antonio, a village of palms and pleasant pastimes, whose white-walled and red-roofed houses are almost lost in the foliage, like pearls and rubies upon a piece of soft, green velvet.

The tall cocoanut palms, like bushy-headed sentinels of this dusky paradise, were silhouetted against the sky. It seemed as if we were introducing into the harbor of beautiful Port Antonio, but no, the spell is broken by a shout from the captain's bridge.

AT PORT ANTONIO.

At Port Antonio there is the best appointed hotel in the West Indies, a hotel in fact that would do credit to many of our American seaside resorts. It is thoroughly modern, managed by Americans, and offers this beautiful island, and a few tourists from Europe, its broad verandas, ample corridors, cuisine, and appointments have won for it a generous and constantly returning host of friends.

But it was not in scarcity of hotel luxuries or even the wonderful scenery that I went first to Jamaica. It was because of its peculiar association with the canal project at Panama. And in this respect Jamaica lends itself to a study of the greatest interest.

Jamaica, primarily, is the land of the negro. Here he is a man with a country, and the resultant pride is everywhere discernible.

The children of Jamaica are just like the children in our own home. The fragility of childhood is the same the world over. In Jamaica—the island that made ginger famous—the youngsters go down the avenues of palms and ferns and tropical jungle to their schools, where they learn that c-a spells cat, and that e-d-w-a-r-d spells the name of their sovereign.

JAMAICANS LOVE THEIR COUNTRY

Not is this atmosphere of peace and contentment superficial. The Jamaicans—about 500,000 of them—love their country and are happy. To be sure, they are not wealthy in the sense of having an abundance of the coin of the realm, but they have plenty to eat, they need few clothes, and their homes are sanitary and healthful.

The inducements held out by Uncle Sam of more pay and shorter hours of labor has caused a considerable migration to Panama and the canal zone. They relinquish the implements of agriculture for the implements of industry; they forsake the hoe and the rake and the spade for the pick of an engine, the handle of a plow, of the business end of a wheel-barrow. The transition is rapid from agriculture to sand digging, but the evolution from Jamaica leisure to American energy is neither so rapid nor so universal as is commonly supposed.

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from business men on island for the Isthmus is deterring many from joining the forces of Uncle Sam at Panama, nevertheless they are coming at the rate of 300 and 400 a week...

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SUPREME COURT DECISIONS

MAST vs. SAPP, Appellant. From Fourth, New York. New trial. (1) Where a cause of action for damages to land occurred in the life time of the testator or intestate, the words "heirs and assigns" during that time, it survives to his executor or administrator; if committed after his death, the right of action would belong to the heir or devisee.

(2) Where the right of the party is once violated, even if ever afterwards the right is restored in the technical acceptance of that term, at once springs into existence and the cause of action is complete. The recovery in such a case will embrace all damages resulting from the wrongful act.

(3) Where the wall of a city reservoir was undermined and fell by reason of its faulty construction, on the lot of defendant's intestate and struck her house, the first injury was sustained and the wrong was complete just as soon as the wall fell and struck her house, and her cause of action immediately accrued for all ensuing damage of which the injurious act was the efficient cause.

(4) If the injuries developed in the life time of the defendant's intestate, who was killed in the house and the damage followed in an unbroken sequence as the direct and proximate result of the defendant's act, the administrator is entitled to recover the fund paid by the city for the property destroyed belonging to his intestate.

(5) In a contest between the heir and the personal representative to determine the rightful claimant, and by whom the city for destroying the intestate's house by its reservoir falling and crushing it, the question is not whether the intestate survived the destruction of her property, but whether the injury was committed before or after her death.

(6) If the destruction of the house and the death of the intestate occurred at one and the same instance of time, the heir would not be entitled to the fund in dispute.

ROUSE vs. WOOTEN, appellant. From Lenoir. No error.

(1) A surety on a note is not discharged from liability by reason of the fact that he was not given notice of its dishonor.

(2) Under Rev. Sec. 232, the liability of a surety is primary, for he is, by the terms of the instrument, absolutely required to pay the same.

MATHIS vs. MANUFACTURING CO., appellant. From Duplin. New trial.

(1) In an action for damages for personal injuries, where the evidence shows that the machine was an ordinary circular saw, which was securely fastened on a table five feet square and worked all right and there was nothing requiring special instructions to run it, the plaintiff, by running his hand under the table to clean out the saw dust box, without looking where he put his hand, could have easily avoided whirling under the table by stooping down and looking, held, the court erred in overruling a motion of non-suit.

PARROTT vs. RAILROAD, appellant. From Lenoir. Affirmed.

(1) In an action to recover damages for wrongful ejectment, where the evidence shows that the plaintiff, who was a passenger, was ejected from the train at night in the country and that the conductor and brakeman took hold of him and forcibly ejected him in the presence of other passengers and that the conductor was rude, stern, harsh and humiliating in his demeanor towards the plaintiff, the court did not err in admitting the assessment of punitive damages to the jury.

(2) Where the evidence admitted over appellant's objection and afterwards withdrawn from the jury was so compact and brief and the language of the judge so clear in withdrawing the same, this court is satisfied the jury could not have been misled or unduly influenced against appellant by it, a new trial will not be ordered.

(3) Where the defendant was permitted to prove the custom of the conductor in recovering fares from passengers and checking passengers from all stations, the testimony of witnesses that this conductor had on previous occasions allowed each of them for a ticket after it had been surrendered to him, was competent for the purpose of impeaching this custom and showing its fallibility.

CLAUS-SHEAR CO. vs. HARDWARE HOUSE, appellant. From Harnett. Affirmed.

(1) In an action to recover for goods sold and delivered, where a verified statement of the account shows that it is for a certain quantity of articles, and there are trade terms and abbreviations well understood in the trade, which show more fully the kind of articles, it is properly itemized to make out a prima facie case, under Rev. Sec. 1625.

(2) Where a contract calls for the delivery of goods immediately, the party is entitled to a reasonable time to deliver.

(3) The question of reasonable time is a mixed question of law and fact, and except where the facts are few, simple and undisputed, and where only one inference can be drawn, or except where the time is so short or so long that the court may declare it reasonable or unreasonable, it should be left to the sound discretion of the jury under the instruction of the court upon the particular circumstances of the case.

HUGHES, appellant, vs. KNOTT. From Wake. No error.

(1) Where the defendants agreed to deliver a certain quantity of tobacco to the plaintiff in Raleigh on July 1, the plaintiffs who agreed to receive and pay for it at that time, and the party was ready to comply on that day, but both were unable to comply on 4 July, when the plaintiffs made a demand which was refused, and there was no extension of time, plaintiffs are not entitled to recover the tobacco.

(2) Neither party to a contract can demand performance by the other without alleging and proving his own readiness to perform his part of the contract at the specified time and place.

BUNCOMBE PRIMARY, JUNE 1.

Democratic County Executive Committee Declares for the Primary System.—Mr. J. M. Bourne succeeds Mr. Mackey as Chairman.

Correspondence of The Observer. Asheville, April 7.—The Democratic county executive committee met at noon to-day in the commissioners' rooms of the court, declared unanimously for the legalized primary method of nominating candidates for the various county offices and the Legislature, selected Friday, June 1, as the date for holding the primary; accepted the resignation of J. J. Mackey as chairman of the county executive committee and elected by acclamation Louis M. Bourne, of Asheville, to succeed Mr. Mackey. The meeting of the executive committee was harmonious and good feeling prevailed throughout. The committee differed only in the time for holding the primary. After the roll-call and the selection of John A. Campbell as secretary, Mr. Bourne as chairman, to succeed Mr. Mackey, State Senator Charles A. Webb, who prepared the present primary law and succeeded in securing its passage at the last session of the North Carolina General Assembly, addressed the members of the committee and others present, explaining certain provisions of the act.

FIRST SWEDISH IMMIGRANTS.

Dr. Edlun Goes to New York to Accompany First Colony to Asheville.

Correspondence of The Observer. Asheville, April 7.—Dr. Edlun, who has taken up headquarters in Asheville for the purpose of securing Swedish immigrants, left Thursday for New York where he goes to organize and accompany to this city the first installment of immigrants to western North Carolina. Dr. Edlun will remain in New York for a period of a week or 10 days aiding the Swedes in making arrangements to come to this section and then personally conduct the colonial movement here. Dr. Edlun expects to bring at least 25 or 30 Swedes with him. Places have been secured for all those who will come and everything will be done to make the foreigners contented and happy. It is believed that when the movement of Swedes to Asheville and western North Carolina begins the inflow will be constant and that several hundred of these most desirable people will be induced to take up their residence in this section of the country. President Geo. S. Powell, of the Asheville board of trade, is greatly interested in the movement to bring Swedish immigrants to Asheville and has already secured places for more than one hundred.

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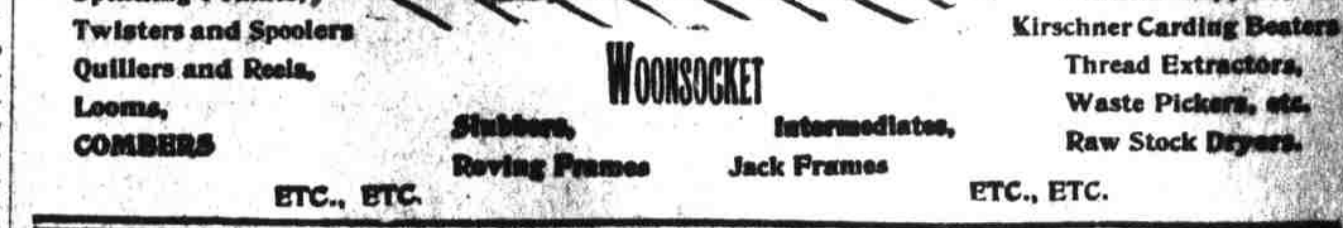
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