

SUPREME COURT DECISIONS

MATHER vs. MCDONNELL, Appellant. From Robeson. No error. (1) Where the name of the drawee is stamped on the back of a draft with a rubber stamp by the bank, and the drawer is to go on and with intent to endorse it, it is a valid endorsement, but does not give liability.

BEASLEY vs. BURLEY, Appellant. From Johnson. Error. (1) In an action on a note given for the purchase price of a horse, the defendant admitted the execution of the note and by way of counterclaim alleged warranty and breach thereof.

REDDING vs. VOGT, Appellant. From Pamlico. No error. (1) The right to divorce does not attach to the lands of the husband unless he was seized during the coverture, and the husband must have had an estate of inheritance.

WEST vs. HALL, Appellant. From Cumberland. No error. (1) Where an objection for defect of parties was made below and overruled, the court will not entertain an appeal on an exception duly taken below.

WILLIAMS vs. RAILROAD, Appellant. From Durham. No error. (1) A prayer to charge that even if the fire was communicated to the defendant's right of way, the plaintiff cannot recover for the engine was in good repair and equipped with an improved spark arrester for preventing the escape of sparks.

BULLARD vs. EDWARDS, Appellant. From Robeson. No error. (1) Where a judgment has been rendered by a justice of the peace in the absence of either party, in order to give the justice jurisdiction, the line at which the party was notified must be shown.

AND vs. BEASLEY, Appellant. From Robeson. No error. (1) To justify the admission of evidence of common reputation on questions of private boundary, the line at which the reputation had its origin should be a comparatively remote period and always safe from mistake and should attach itself to some monument of boundary or natural object.

SMITH vs. FRENCH, From Craven. Error. (1) Where a mortgagee of a chattel has been left in possession and control of the property, and has done nothing to question or jeopardize the mortgagee's right, a demand is necessary before an action to recover the property.

(2) This right to demand, however, is not forfeited or forfeited, and is not required where the defendant has committed some act inconsistent with the title and right of possession in the mortgage, and has conducted himself in such a way as to show that a demand would be wholly unavailing.

(3) In an action by plaintiff, holding a chattel mortgage, to recover the property, where plaintiff's agent testified that before he brought the defendant to court, he had to have some money, if the property and defendant replied, "If you are not satisfied with it, you are in the charge of the court that if the jury believed the evidence, they would answer 'No' to an issue as to whether there was a demand, was erroneous.

(4) Where defendant, admitting plaintiff's right to possession of the property, made the mortgage secure for a debt, answered further and alleged that there had been seized and turned over to plaintiff, under process on the property, the value of which had been converted and wasted by plaintiff, and tendered an issue as to the value of the property, the issue on the value of the property will be allowed which will enable parties to end the same controversy in one and the same litigation.

(5) In determining whether or not language used in connection with the sale of personal property constitutes a warranty, it is proper for the jury to consider the testimony in the light of the language used, the spirit in which the parties met and all of the other circumstances and to find therefrom the intent with which the words were used by the seller and understood by the defendant, with proper instructions as to what constitutes a warranty.

(6) The right to divorce does not attach to the lands of the husband unless he was seized during the coverture, and the husband must have had an estate of inheritance. (7) Dower is not allowed in estates in reversion or in fee simple, but in an estate of freehold, and hence, if the estate of the husband be subject to an outstanding freehold estate, which remains undisturbed, the wife is entitled to a right of dower attachable.

(8) When the parties to a contract come to a new agreement, the contract is terminated, and the parties are bound by the effect of the second agreement is to rescind the first. (9) Where by the first contract to convey, a party acquired absolutely the entire estate in one-half of a tract of land, and by the second contract was given one-half interest subject to a life estate in that tract and other land, and took a deed in execution of the last contract, and thereupon entered into possession of the land and conveyed a part of it, the last contract and deed must be treated as a substitute for the first contract and as a rescission of it, the two transactions being wholly irreconcilable and those claiming under him must abide by its terms.

(10) While a reservation will not give title to a stranger, it may operate, and as notice to the parties, as an exception from the thing granted, and as notice to the grantee of adverse claim as to the thing excepted or reserved. (11) The actual possession of land does not in itself constitute seisin.

(12) In an action brought by the husband alone for damages to land which had been conveyed to the husband and wife, and which was held by parties, the wife was not a necessary party. (13) The husband is entitled during the coverture to the control and the benefit of land held by entries to the exclusion of the wife.

(14) If fire escapes from an engine in proper condition, having a proper spark arrester, and operated in a careful way by a skillful and competent engineer but the fire catches on the right of way, the defendant is not liable, for there is no negligence.

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TENTH DISTRICT PYTHIANS, Planning a Great Meeting in Asheville for April 24. Joyner Talks to Teachers. Special to the Observer. Asheville, April 22.—The Pythians of the tenth district are planning a great time at the district meeting to be held here Wednesday, April 25.

Dr. Paul B. Barringer, of the University of Virginia, Delivers Forensic Address Before South Carolina Medical Association on a Vital Subject. Columbia State, 20th. Prof. P. B. Barringer, of the University of Virginia, in his annual address before the South Carolina Medical Association, strongly condemned the use of drugs that might afterwards enslave the individual using them and pointed out with a great deal of effect the growing tendency of the people to use something that would relieve the strain under which we live in this strenuous civilization.

Dr. Barringer then gave the history of all the modern anesthetics as compared with ancient alcohol. He described the similarity in the symptoms of a patient on the table under the knife and the patient later, a victim to some drug in the first stages. He pointed out that no strong habit had ever existed when alcohol was used generally and stated that over half of the victims of the drink habit in this country die from it.

Technical explanations were then entered into the uses of the drug and how it has only been in modern times that these drugs have come into general use by the medical profession. "What is the remedy? If you examine the newspapers and even the medical journals you will find that the cure for opium and morphine has been turned over to the quacks. The habit is perhaps fixed by some doctor treating the patients and medical profession, their aim was the cure of the patient to be an experiment by the quack. I would urge the adoption of a law requiring the registration of every hypodermic syringe kept by druggists and forbid its sale to any except a licensed practitioner.

Dr. Barringer was loudly applauded at the conclusion of his speech, and resolutions of thanks to him were adopted by a unanimous vote. The address attracted a large audience, and was generally discussed by those present afterwards.

Whitney Reduction Co. Gives Order for 25,000,000 Brick to Salisbury Firm. Correspondence of the Observer. Salisbury, April 22.—W. Isenhour, the largest brick maker in this section of the State, has made a contract with the Whitney people whereby he supplies them with 25,000,000 bricks. To complete the job, he is to send them 250,000,000 bricks in the next few months.

World's Work. A young bond salesman for a New York house interviewed the late Marshall Field in the spring of 1905 with a view to selling him a number of Pennsylvania Railroad guaranteed bonds yielding little less than 4 per cent. "Young man," said Mr. Field, "you are only wasting my time and yours. I like your bonds. When the trustee of my estate came to investing the interest on my investments, I hope they will buy that kind of bonds, but I am a business man, and do not care to put a large part of my surplus in a fully developed property any more than I should care to buy out a business enterprise that seemed to me to have reached the limit of its growth, no matter how solid it might be.

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