AND SHOKE THE RESIDENCE OF SHIRE

th.

A prayer, in which the court is
in instruct the jury that if they
certain facts grouped therein there
in highgence, is objectionable; unil the material elements of the case
included, because it excludes from
oury the duty of drawing such realie inferences as the testimony
instify. justify.
Since the decision in Russell vs.
and, 118 N. C., 1908, this court has
rmly treated negligence as a quesof fact for the jury with certain

A railroad company must provide exita- and reasonably afe platforms children for entering and leaving

ANDERSON vs. WILKINS, Appellant.
From Wilson. Affirmed.
(I) The act of 1905, Ch. & (Revisal Sec. 134), by which all parties not in case who may take property, in expectance or upon a contingency, under limitations in deeds or wilk, are bound by any proceedings theretofore had for the saie thereof, in which all persons in being who would have taken such property.
(y, if the contingency had then happened, have been property made parties, it being expressly provided that the act shall not affect vested right, or which is a valid exercise of legislative power.

(2) The Legislature may validitate retrospectively any proceeding which might have been authorized in advance, even though its not may operate to discontinued and the morning train to Brevard and Lake Toxaway has been discontinued and the only thing that remained for the candidates to do was to drive through the country from Hendersonville to Brevard. This they did.

A Woman's Reason.

Somerville Journal.

Mildrent—What made you refuse the property of the legislative power.

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A Woman's Reason.

Somerville Journal.

Mildrent—What made you refuse the property from Hendersonville to Brevard. This they did.

Mildrent—What made you refuse the morning train to Brevard and Lake Toxaway has been discontinued and the only that to Brevard and Lake Toxaway has to discontinued and the they did to Brevard and Lake Toxaway has to discontinued and the they had to Brevard and Lake Toxaway has to discontinued and the they are the feed to the winter schedule and the that this wite to Brevard and Lake Toxaway has to discontinued and the only thing even though its not may operate to divest a right of action existing in favor of an individual, or subject him to a less he would otherwise not have in-

BUNN vs. BRASWELL. Petition to Re-hear by Plaintiff. From Nash. Peti-tion Dismissed.

(i) The language of the consent de-cree that a final judgment rendered in 1888 by default for land is "no far modi-fied as to declare that the defendant has

see by default for land is "so far modified as to declare that the defendant has an equity to redeem the land" coupled with the admitted fact of defendant's prior possession is strong evidence that the relation of mortgager and mortgagee existed prior to 1838, and that the decree itself creates by its very terms this relation and that it does not constitute a conditional sale.

(2) Where the mortgagee and those claiming under him have been in continuous possession since the consent decree in 1839, the plaintist must show some payment or other fact that will har the promise of the statute of limitations.

(3) It is unnecessary to consider a hrogadide sasignment of error in a petition to rehear "for ahat granting the correctness of every legal proposition laid down by the court and that its findings and inferences of fact were supported by the record, yet the conclusion reached by the court in its opinion is erroneous."

GRIFFIN. Ex Parte. Appeal by Mrz. Robbins. From Nash. Modified and Affirmed.

(1) The doctrine of advancements is based on the idea that parents are presumed to intend, in the absence of a will, an "equality of partition" among their children; hence a gift of property or money is prima facie an advancement, but this presumption may be rebutted.

(2) Parol evidence is competent to rebut the presumption as to an advancement arising upon the face of a deed and to show the real intention of the purent.

and to show the real intention of the parent.

(3) The presumption of an advancement raised upon the words in a deed "In consideration of a gift" is not rebutted in the absence of evidence that some substantial consideration passed and that it was not in fact a gift nor intended as an advancement.

(4) Where a father conveyed to his daughter four acres of land in consideration of \$25.00, the receipt of which was acknowledged, and the further consideration that she pay to her father one-half the crops for ten years, provided, he should live ten years, and there was evidence that she pay to her father one-half the crops for ten years, provided, he should live ten years, and there was evidence that she pay to her father one-half the crops as stipulated and there was no widence in regard to this value of the land, the presumption arises that the conveyance was a sale and not a gift or advancement.

(5) A recital in a deed that the consideration was paid, in the absence of any testimony to the contrary would sufficient and the status of the marties be a same as if the payment of the recased consideration was proven.

TYNER vs. BARNES, Appellant, From Northampton, Affirmed.

(1) In an action against two defendants to set aside a deed of trust for fraud, where a conversation with one of the defendants, tending to show fraud on the part of both was introduced without objection and there was no motion to strike it out, nor request that the same as to fraud on the part of the declarant, an objection to the validity of the trial on this ground is not open to the other defendant.

(2) In an action to set saids a fact of the set of the defendant. (B) In an action to set saids a deed of

A YOUNG MOTHER AT 79

If mother has suddenly been man
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began taking Electric Bitters, whice
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of Dunforth, his Gruntest restors
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The expression "he cannot recover" a not be used in an instruction that it is the plaintiff would be nearly the jury that distriction that its defendant own high as well as well of contributes a better the plaintiff would be nearly directly on the right doe of the word "continuing smee, if it continued during the smaller to keep such lights would not have been injured it to have sufficient light upon their upon which passengers are invited light would constitute continuing smee, if it continued during the size of the word "directly" instead grown in the keep such lights was the dates "No" or prejudical to the defendant in the size of the word "directly" instead grown in the word "continuing smee, if it continued during the large and delivering of passengers are invited light would constitute continuing smee, if it continued during the large and delivering of passengers are invited light would constitute continuing smee, if it continued during the large and delivering of passengers are invited light would constitute continuing the large and delivering of passengers are invited light would constitute continuing the large and delivering of passengers are invited light would constitute continuing the large and delivering of passengers are invited light would constitute continuing the large and delivering of passengers are invited light would constitute continuing the large and delivering of passengers are invited light would constitute continuing the large and delivering of passengers are invited light would constitute continuing the large and delivering of passengers are invited light would constitute of the large and delivering of passengers are invited light would constitute continuing the large and delivering of passengers are invited light would constitute of the large and delivering of passengers are invited light would not have been injured if the large and delivering of passengers are invited light would not have been injured if the large and delivering of passengers are invited light to be defendent to hav Salisbury it was to find that the train had been gone scarcely 15 minutes. The party was compelled to remain at Salisbury over night. The matter was taken up by the officials of the road. One employe was fired bodily while two others connected with the incident were removed to lower berths, Friday between Asheville and Hendersonville there was a repetition of the Charlotte-Salisbury affair. W. T. Crawford, the Democratic nominee for Congress from the tenth district.

for Congress from the tenth district.
Mr. Britt, his Republican opponent, and others, left here for Henderson-ville during the afternoon expecting to make connection with the train for Brevard, where the congressional (6) When a railroad company make ovidous only on one side of its track of massengers to leave its cars and it is merous to leave on the other side, it a question for the jury whether it is silgence for the company not to have train held at Hendersonville until the agreed some means to prevent passages from leaving on the wrong side. In notify them not to do so, (6) The reversal of a train in the night well calculated and usually does comes passengers and it would be but companied by the negligent conduct of the fandant he is entitled to recover dament for past and prospective loss results from defendant's wrongful and neglight acts and these may embrace instant. train held at Hendersonville until the arrival of the train from Asheville. The officials of the road promised that the train would be held. The train, however, was not held. Whether the fault is with the official or the train crew could not be learned. When the congressional party reached Hendersonville it was to find that the train for Brevard had been gone probably ten minutes and that there would not be another train before the afternoon—too late for the candidates ing from defendant's wrongful and negligent acts and these may embrace indemnity for actual expenses incurred in
nursing and medical attention. Ios of
time, loss from inability to perform menial ar physical labor or of capacity to
earn money, and for actual suffering of
body or mind which are the immediate
and necessary consequences of the injuries.

ANDERSON vs. WILKINS, Appellant.
From Wilson. Affirmed,
(1) The act of 1905, Ch. 12 (Revisal
Bec. 1261), by which all parties not in
ease who may take property, in expectance or upon a contingency, under limitations in deeds or wills, are bound by

from Hendersonville to Brevard. This

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lotte. 152
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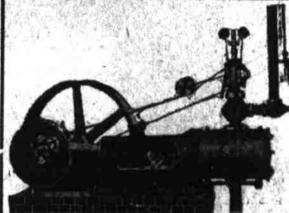
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