

SPORTING NEWS

PROGRAMME OF WEEK.

Thanksgiving Day Will Bring Football season to an end—Cornell and Pennsylvania and the Army and Navy Games the Chief Events.

New York, Nov. 24.—Thanksgiving week practically closes the programme of outdoor sports for the current year, and as usual at this period the next seven days will bring decisions in a number of events of unusual athletic interest.

The game on Saturday between the army and the navy will be the social affair of the week, and will be a golf tournament at Lakewood, and the inter-collegiate cross-country championship at Princeton.

Naturally chief interest centres in the two remaining big football games. Both promise to be stubbornly fought contests.

The annual golf championship at Lakewood will attract nearly all of the best players of the country with Jerome D. Travers standing out as the probable winner.

Harvard, Yale, Princeton, and Columbia will play their annual four-cornered chess tournament in this city during the Christmas holidays. They have selected December 21-24 as the dates.

Saturday will be got-away day at the Benning track after which date New Orleans and the two California tracks will have a monopoly of horse racing until next spring.

Talk of a State Meet at Wrightsville Beach.

Wilmington, Nov. 24.—The success of the automobile races at Wrightsville Beach yesterday afternoon has given rise to talk of a big state meet here early in the new year.

THE DEATH RECORD.

J. Jensen, on Board the Steamer "Diedenhall."

Special to The Observer. Wilmington, Nov. 24.—Jensen, 50 years of age, a fireman on the British steamer Diedenhall, now receiving a cargo of cotton at the Champion compress, died yesterday morning on board the ship, of coronary artery.

Mrs. Richard H. Cowan, of Rowan County.

Special to The Observer. Salisbury, Nov. 24.—Mrs. Richard H. Cowan, aged 76 and living at her old home place in Watsonville, Rowan county, died this morning of pneumonia. She had been ill but a few days and her death was not expected.

Mrs. Fannie Long, of Davidson County.

Special to The Observer. Salisbury, Nov. 24.—Mrs. Fannie Long, mother of the late T. M. Kee, chairman of Rowan's board of commissioners, died at 1 o'clock this morning at the home of her son in Fairmont, Davidson county. She was 86 years old and leaves a family of two sons and two daughters.

Charley O. Moore, of Whitney.

Special to The Observer. Salisbury, Nov. 24.—Charley O. Moore, affectionately known as "Big Charley," of Whitney, died this morning at the Whitehead-Stokes Sanatorium, where he was sent a week ago to receive treatment for tetanus.

Convict Feigns Sickness, is Taken to Hospital and Escapes.

Special to The Observer. Wilmington, Nov. 24.—George McCullen, a nervous convict on the county road force, feigned sickness to such a remarkable degree yesterday that he was sent to the hospital in apparent great agony.

SUPREME COURT DECISIONS

State vs. Charles Raynor.

1. Inducement, Seduction, Evidence. Under an indictment for seduction under promise of marriage, Revised Code, 3354, when witness had previously stated that she and defendant had had sexual intercourse at the time alleged, it is competent for the witness to testify, "I could not help it, he kept right on at me; I told him he was trying to fool me into it. He said he was not; that he was willing to marry me," as an admission of the fact in issue.

2. Same, Seduction, Evidence, Supporting Evidence. It is sufficient to support witness in her statement that the defendant had seduced her under a promise of marriage, when the evidence of witness is that she had sexual intercourse with him in her presence and hearing that he had made the promise, and thereby accomplished the ruin of her daughter.

3. Same, Seduction, Evidence, Instructions, Leading. A prayer for special instructions must be made in a pleading. Where there is evidence that the daughter told her mother that defendant had seduced her under a promise of marriage, and afterwards such evidence admitted by defendant to the mother, a prayer for instruction directed to the incompetency of what the daughter said, but including in its general terms the defendant's admission, is proper.

4. Same, Seduction, Evidence, Defendant's Promise. Under an indictment for seduction under promise of marriage, Revised Code, 3354, it was proper for the judge below to instruct the jury, "If you find that the defendant (the prosecutrix) was induced to yield and submit her person to the defendant, by reason of his promise of marriage, made at the time, or before that time, the defendant would be guilty, there being other supporting evidence under the statute," when the evidence shows that the prosecutrix trusted to defendant's pledge "never to forsake her," and to his promise of marriage when her ruin was accomplished, though the promise existed before the seduction.

J. W. Stewart vs. Cary Lumber Co. 1. Railroads, Train Roads, Train Roads, Negligence. A railroad operated for the purpose of conveying lumber, though not a carrier of passengers, falls within the ordinary operation of a railroad in a suit for personal injury caused by the negligence of the employees of the company in operating its trains.

2. Same, Negligence, Wanton Negligence, Malicious Act of Employee, Damages. An employee of a railroad is not an agent of his master for the wanton and malicious act of his servants, when not done in the legitimate process of the master's business, this immunity is not generally extended to railroads whose servants are entrusted with such unusual and extensive means for doing mischief.

3. Same, Negligence, Wanton Negligence, Malicious Act of Employee, Damages, Exemplary Damages. When a railroad company goes out of its line of duty, beyond the scope of its employment, and not in furtherance of its master's business, it is liable for the consequences of its wanton and unnecessary blowing the engine whistle for the sole purpose of frightening plaintiff's mule, causing the mule to run away on its own account.

4. Same, Negligence, Wanton Negligence, Malicious Act of Employee, Damages, Exemplary Damages. An action is one to declare defendant a trustee, and not to enforce specific performance of a contract, where in the plaintiff alleges that he and defendant had agreed, upon a sufficient consideration, to acquire together an option on a certain tract of land, and that defendant had agreed, upon a sufficient consideration, to acquire together an option on a certain tract of land, and that defendant had agreed, upon a sufficient consideration, to acquire together an option on a certain tract of land.

L. N. Russell vs. O. M. Wade. 1. Deeds and Conveyances, Options, Fraud, Between Parties, Title, Uses and Trusts, and Trustees, Specific Performance. An action is one to declare defendant a trustee, and not to enforce specific performance of a contract, where in the plaintiff alleges that he and defendant had agreed, upon a sufficient consideration, to acquire together an option on a certain tract of land, and that defendant had agreed, upon a sufficient consideration, to acquire together an option on a certain tract of land.

2. Same, Options, Fraud, Between Parties, Evidence. When defendant, under an agreement with plaintiff secured with plaintiff's money an option on certain lands, taking it in his own (defendant's) name, acquired an extension of the option, again in his own name, and having this called to his attention by plaintiff, acknowledged that the option should have been taken in both of their names, and offered to give plaintiff a writing to that effect, the evidence as to the writing is corroborative of the original agreement; and, when so restricted by the trial judge to a competent in an action to declare the defendant a trustee for the option in the land acquired, under the option by defendant, in fraud of plaintiff, the action is proper.

3. Same, Option, Fraud, Between Parties, Uses and Trusts, Ex-Malicio. When defendant willfully violated his agreement with the plaintiff to secure an option on a tract of land for them both jointly, assured the plaintiff that the land taken under the option, in his own name, was to be held by him under the agreement, and while each party was endeavoring to raise money to acquire the land under the option, the defendant represented to plaintiff that he could borrow the money for them both, to which plaintiff agreed, equity will require that the money be held in trust for the land in plaintiff's favor, and defendant secures title to the land in his own name, and conveys an undivided interest therein to the trustee, from whom he borrowed the money, and secures the money, and secures the loan by a mortgage upon the other like interest, in such case the trustee, to prevent fraud, will declare defendant a trustee, ex-malicio.

Melvin W. Parrish vs. High Point, Handelman, Asheboro & Southern Railway Co. Upon competent evidence, an expert may be asked, and he may answer, a hypothetical question as to his opinion upon a conclusion from certain facts in controversy, assuming that the jury should find them to be true, which leaves the finding of those facts exclusively for the jury. A physician, admitted to be an expert witness, who had examined the plaintiff sustaining an injury, shortly thereafter having found, and had testified that the plaintiff's kidney had been injured, may upon competent evidence be asked, and may give his opinion as to the cause, if the jury finds the facts from the evidence that plaintiff was injured by falling back against the arm of a seat in the train, and struck his back over the region of the kidney, and at the time it gave him great pain followed by nausea, etc.

Commissioner Sargent Improving.

Washington, Nov. 24.—The condition of Frank P. Sargent, commissioner general of immigration and naturalization, showed marked improvement today. It has been stated that he was suffering from blood clot on the brain, but his physician tonight said that his illness was caused by over-exertion incident to official duties.

MILLS AND MARKETS

(Continued from Page Three).

men even in the service of such corporations. Under an indictment for seduction under promise of marriage, Revised Code, 3354, when witness had previously stated that she and defendant had had sexual intercourse at the time alleged, it is competent for the witness to testify, "I could not help it, he kept right on at me; I told him he was trying to fool me into it. He said he was not; that he was willing to marry me," as an admission of the fact in issue.

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A SIMPLE SOLUTION. The simplest and most immediate solution that presents itself is for the oil mills without exception to close down immediately and not turn a wheel until the mills in distress have marketed what they cannot carry, and in the meantime for the planters to continue to deliver their cotton seed to the mills receiving therefor not money, but negotiable warehouse receipts for say sixty days, carrying a charge of say 1 1/2 per cent. of seed for storage, care, insurance, etc., in case the seed are removed from the mill at the end of that time.

It is folly to object that the necessity exists for running the mills to prevent seed or oil spoiling. Such danger is much overstated, and even if it were not generally extended to railroads whose servants are entrusted with such unusual and extensive means for doing mischief.

THE WORLD SATISFIED. It ought not to be forgotten, that the world was quite content to buy the South cotton oil freshly brought for spot and future delivery at the decline from 45 cents a gallon, 6 cents a pound, to 35 cents a gallon, until this panic came, and at that price of 35 cents we can safely say will buy the South cotton oil all cotton oil if we put our shoulders to the wheel and put this important part of King Cotton's chariot on the road again.

THE SOUTH AND WILL CONTINUE TO TAKE CARE OF KING COTTON. Do you know any good farmer who has not also taken care of King Cotton's frstborn, cotton oil? Both sense and sentiment say "No."

THE WEATHER. Washington, Nov. 24.—Forecast for Monday and Tuesday: Tuesday fair and warmer in interior; light to fresh north to northeast winds.

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DO YOU NEED MONEY?

We can probably sell your stocks and bonds for cash, and invite correspondence upon this subject. Communications are certain to receive our prompt and careful attention.

Real Estate Dealer, Home Provider, Fire Insurance, Loans. Room in my agency for a small increase in house renting and care.

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6-room cottage, Dilworth, water sewerage and gas; nicely located. \$500 cash; balance easy terms. 10-room house, E. Liberty street, all modern conveniences, large lot; if taken in next week \$3,750.

J. E. Murphy & Company

43 N. Tryon. Phone 842.

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We offer five new 5-room cottage, with sewerage and bath, renting for \$12.00 per month each, or a total of \$720.00 per year, for \$6,750.00 being 10.7 per cent. on investment.

The Charlotte Realty Co.

A. G. Craig, Secretary. Phone 377. Office 18 E. Trade St.

Wood Fibre Wall Plaster, "Hard Clinch."

THE BUILDERS FRIEND. Freezing does not hurt; natural shrinkage will not crack it; water does not make it fall off; hard as stone. Write for booklet, Manufactured by CHARLOTTE PLASTER CO. Write for Booklet. Charlotte, N. C.

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