

SUPREME COURT DECISIONS

W. Watson vs. Atlantic Coast Line Railroad Company. 1. Railroads, Transport, Evidence, Burden of Proof, Instructions, Questions for Court. When it is admitted that certain articles were delivered by defendant to be transported and delivered to plaintiff, the party aggrieved, both points being in the State, the distance separating them fifty-eight miles, but one intermediate point on the line, and that they were not delivered, without explanation, the court should instruct the jury as a matter of law that the delay was unreasonable. Same. When the initial carrier delivers goods to its connecting carrier necessary for it to be further transported to their destination, and unreasonable delay occurs, without evidence as to which carrier was responsible for the delay, the defendant, the initial carrier, is liable for the entire delay, the burden of proof being upon it as the party having the evidence peculiarly within its own knowledge, or possession. 2. Railroads, Penalty Statutes, Transport, Construction. Under Revised 2432, the two days at the initial point are allowed for the purpose of giving a reasonable time to begin the transportation; the forty-eight hours at each intermediate point are allowed for the necessary change of cars or unloading and loading; and it is not a reasonable construction of the statute to deduct any day of the receipt and the day of delivery from the time thus fixed. 3. Same, Sunday. The transportation of goods shipped by the defendant carrier as fixed by Revised, Section 2432 is not affected by Section 2417, prohibiting freight from being carried on a Sunday, and the intervening Sunday should not be counted, especially in a shipment when the entire distance is not over forty-eight miles and five days free time is allowed. A. S. Brick vs. Atlantic Coast Line Railroad. 1. Judgement, Estoppel, Jurisdiction. The plaintiff is not estopped to bring another action in the proper tribunal against the same defendant upon the same subject matter, by a judgment dismissing the former action for lack of jurisdiction. 2. Railroads, Negligence, Gross or willful. Articles carried in the trunk of a passenger for the purpose of sale, are not baggage for which the railroad is chargeable, except only in case of gross negligence or willfulness. 3. Same, Baggage, User of Ticket, Bailie, Gratuitous, Negligence gross or willful. The carriage of personal baggage is incident and personal to the user of the ticket. Generally where the user was not the owner of the baggage, and the owner was not traveling with him, the carrier without knowing and acceptance of the conditions is not liable to the latter, except as a gratuitous bailie, for gross negligence or willful injury. 4. Same, Carrier, to maintain an action against the carrier for gross negligence or willful injury, in the loss of certain articles packed in the trunk of the user of the ticket. 5. Evidence, Instructions, Harmless error. It is harmless error in the court below to instruct the jury that in no event could the plaintiff recover, when the recovery could only have been for gross negligence, of which there was no evidence. Charlie Flowers vs. Lewis King. 1. Process, Service, Wrong Party, Judgment, by Default, Remedy, Practice. The defendant was ejected from a piece of land by virtue of final process issued on a judgment by default, the original process having been issued on a different man of the same name; the defendant never entered an appearance, and had no knowledge of the pending action until the service of the writ of possession upon him. Held: 1.-The judgment is absolutely void; and 2.-the writ should be set aside on motion of defendant, or treated as a nullity. 2. Same, Merits. When it is made to appear that the judgment against defendant is void on account of an entire lack of jurisdiction of the party, he is entitled to have it set aside without proof or suggestion of merit. William Allen vs. Atlantic Coast Line Railroad Company. 1. Railroads, Damages, Issues, Last Clear Chance. In a suit for damages on account of the alleged negligence of the defendant, when the evidence shows that the plaintiff was an experienced brakeman, and while helping a fellow servant to place some cars on a siding, attempted to get upon the cars in an unusual and unforeseen manner, and fell between the cars and was injured, it was proper for the court below to refuse an issue as to "the last clear chance." 2. Railroads, Running Switch, Negligence, per se. Making a running switch is not negligence per se on the part of the employer having the employee to make it when the detached moving car has a brakeman on it and is under control. 3. Railroads, Contingent Negligence, Questions for Court. When it is the duty of the brakeman to be on top of the cars as they were being "shunted" or "kicked" from the track on to the switch, where they were to be placed, and he jumped from the ground to a moving coal car, next to a shanty, for the purpose of ascending the ladder, and fell between the cars and was injured, it was proper for the court below to refuse an issue as to "the last clear chance." 4. Same, Trusts and Trustees, Ouster. Limitations of Actions. Under Revised, Section 1535, trustees are seized as joint tenants and not as tenants in common; where there is an ouster of J. B. by the trustee, under a deed made by one of them, setting as commissioner under a judicial proceeding to a third party, such deed is color of title; the seven years' statute of limitations will bar the right of entry of all the trustees and their cestui qui trust. 5. Same, Trusts and Trustees, Ouster, Fraud or Mistake, Equities. Land was granted to several children in trust to pay over the rents and profits to their father, and provide a home therefor for him and his family for life, remainder to the children, trustees. In proceedings for partition before the clerk, one of the children was appointed commissioner to sell, and did sell and by deed conveyed the land to one under whose defendant claims title. The children, trustees and remaindermen, seek to set aside the deed of the commissioner for fraud participated in by him and the clerk of the court, since dead, upon the parol testimony of the commissioner. Held: After the lapse of twenty-seven years courts of equity will not interfere. D. C. Strickland et al vs. T. M. Perkins & Co. Principal and Agent, Vendor and Vendee, Change of Agent, Contract, Quasi Contract. When the plaintiff has bought for

cash of the defendant through its broker certain goods for prompt delivery, of which only a part was actually delivered, and the balance is brought in an action against the defendant, the plaintiff made a separate arrangement with the broker for the delivery of the goods, the question raised one of fact, and under conflicting evidence the verdict will not be disturbed. James Davis vs. Atlantic Coast Line Railroad Company. Evidence, Corroborative, Employer, Jumping from Engine, Self-Preservation, Extent of Injury, Damages. In an action against defendant railroad company to recover damages for injuries alleged to have been sustained by plaintiff, its fireman on its engine, on account of being compelled, for self-preservation, to jump therefrom immediately preceding a collision with another train on defendant's track, wherein the defendant denied the necessity for plaintiff's jumping and the extent of the injuries, the engine and cars is competent upon the questions of the necessity for plaintiff's jumping and of the extent of the injury, because of the plaintiff's evidence thereon. G. E. Midyette, Administrator vs. Lucy M. Grubbs, et al. 1. Standing Timber, Realty. Standing and growing timber is realty, and interests concerning them are governed by the laws applicable to that kind of property. 2. Same, Heirs, Dower Interests. It appearing that the intestate was the owner of certain standing timber, by virtue of which she was entitled to her heirs and assigns, standing and growing upon certain lands, properly described and bounded, which would measure ten inches across the stump at the time of cutting, and the right to enter on said lands and cut and remove said timber within certain periods varying as to certain tracts from seven to ten years, the administrator as such, is not entitled to the timber, for it was not the heir, subject to the right of dower of the widow, both interests determinable as to all the timber not removed within the time specified in the deed. State vs. Joshua Harrison. 1. When a cause is ordered from one county to another, the law imposes upon the court the duty of seeing that the county to which the cause shall be removed. When the court states that the counsel for the prosecution could name any county in the district except a certain one, which they do, and the defendant interposes no objection or does not except thereto, he is deemed to have acquiesced, if excepted to in apt time whether reversible error had been committed, and new trial ordered. Quere? A map may be used by a witness to explain his testimony and enable the jury to understand it, though it may not be admitted in evidence, if the witness shows the location of his residence when such is material and relevant. When the State relies on circumstantial evidence in an indictment against defendant for kidnapping, it is competent to show by a witness that the defendant was a neighbor of the boy's parents, and knowing thereof, took no part in the general search instituted by the neighbors, in which several hundred persons participated, such being a circumstance, thought, slight, in the chain of evidence. In an indictment for kidnapping a child, the State must establish the fact that the child had been actually carried away as well as that the defendant did it, and circumstantial evidence being relied on, the force of slight in this case is enough to materially strengthen by the total absence of vestige of any other agency. Hence, evidence is competent tending to prove that the child could not have been lost in a room not far from his residence, "for that it is a harbor for boats," and that "there are usually plenty of fishermen and gunners on the sound and fishermen near the wharf," also that the woods for miles around had been scoured in vain by hundreds of searchers. If such evidence taken in connection with the other evidence of time, place, motive, opportunity and conduct concurs in pointing out the accused as perpetrator of the act. After a conversation between witnesses, the factor of the lost child, and the defendant, brought out by the objection, on direct examination, concerning an article published in a newspaper, in which the defendant said the kidnapping idea was absurd and requested witness to contradict it, and upon cross-examination, witness handed a newspaper containing an article headed "Kidnaped," and requested to say if it was the article referred to, to which he replied it was, it was not error to cross-examine, whether the paper did or not contradict it the next day. The direct examination was evidence of the declaration of the defendant, and the subject of the newspaper article introduced by defendant himself, and his statements are competent evidence against him. The Supreme Court will not correct the errors of the trial judge in the conduct of an attorney during the trial, by the use of improper or offensive language, unless proper exceptions were made to the court at the time. The Supreme Court will not correct the errors of the trial judge unless duly excepted to; nor to the improper or offensive language used by attorneys during argument upon the trial, unless called to the attention of the court below, and he fails to correct it. Objections and exceptions to the conduct of the counsel taken for the first time on appeal are too late. Sharp retorts and renarctes of counsel in the argument of the case, which bring applause from a large part of the crowd in the court room, lasting several minutes, will not be taken as sufficient grounds for reversing a trial, when such is strongly reprimanded by the judge, and there is no finding that there was a preconceived design and intention to prejudice the jury against the defendant and no sufficient evidence to support any such allegation if made. Under an indictment for kidnapping it is only necessary to prove the taking and carrying away of a person forcibly or fraudulently. A bill of indictment is not defective which conforms to a statute making the particular act an offense, and sufficiently describes it by terms having a definite and ascertainable meaning, without specifying the means of doing the act. Such is sufficient to charge the act itself without its attendant circumstances. D. S. Fisher vs. E. H. Browning et al. 1. Deeds and Conveyances, Warranty, Allotment, Dower, Vested Interests, Pleadings, Demurrer. The covenant of seiser refers to the title, and not to the possession; and until the allotment of the land, according to the statute, the widow has no vested right interest in the lands of her deceased husband, and when it does not appear that the mansion house was situated on the land, the question of dower is not presented. A demurrer to a complaint is an action for damages, brought for breach of warranty of a deed, will be sustained when it appears from the complaint, that the former defendant acquired title to the land by virtue of a sale made by an administrator for the purpose of making assets, and the possession of plaintiff's guarantee was transferred to her by the law of the interest who had no right thereto, and by the widow when her dower interest had not been lawfully allotted, and when it does not appear that the house was situated on the land in question, the widow is entitled to her quarantine under Magna Carta Ch. 12. 2. Deeds and Conveyances, Warranty, Covenant, Statute of Limitations, Unpaid Taxes, Title, Title Paramount, Possession. As between the parties, the statute of uses immediately upon the execution of a deed, carries the possession to the bargainor. In an action upon a general warranty, or covenant for quiet enjoyment, a demurrer is good to a complaint from which it appears that the grantee's possession was refused by those holding the land in controversy, and that the title of the grantee was paramount. 3. Deeds and Conveyances, Warranty, Covenant, Title, Lawful Title, Quiet Enjoyment of Title, "Claims of All Persons." A general warranty or covenant for "quiet enjoyment" contained in a deed is one of indemnity only against claimants of lawful title, though such is expressed therein as against the claim of all persons whatsoever. 4. Deeds and Conveyances, Warranty, Covenant, Incumbrances, Dower, Measure of Damages. The right of dower is such an incumbrance upon the land as it would be of general warranty of covenant of quiet enjoyment, but before the allotment of dower there can be no damages by reason of the existence of the right. Therefore when in an action upon a general warranty in a deed it appears from the complaint that damages sought on account thereof are for counsel fees, cost and interest on the entire purchase money paid in the prosecution of a successful action against the widow in the land had not been left off, a demurrer will be sustained. Important Change in Seaboard Passenger Train Schedule. January 5th, 1908. Inauguration of the Seaboard Florida Limited, between New York and St. Augustine, Florida. Direct are the figures effective with the new change of schedule on January 5th at Charlotte. The most important of these are: 1. The train leaving Charlotte at 4:30 a. m. instead of 5:30 a. m. as at present. This is made necessary in order to make the train No. 25 connect at 5:30 a. m. connecting at Hamlet with No. 40 for Wilmington, and arriving at 10:30 a. m. at Raleigh. The remaining connection with steamship lines for Washington, Baltimore, Cape Charles, New York and Boston. No. 123 from Monroe connecting with No. 33 from Portsmouth will arrive at Charlotte 10:45 a. m. No. 41 from Portsmouth-Norfolk. No. 122 leave Charlotte 7 p. m. connecting at Monroe with No. 32 for Portsmouth-Norfolk. No. 32 will not connect at 10:30 a. m. with No. 40 for Wilmington and Washington as heretofore and Pullman passengers taking this train from Charlotte and Monroe, will be handled on the train leaving at 7:30 p. m. leaving at 1:25 a. m. It will be necessary for passengers from Richmond, Raleigh-Washington to leave Charlotte on No. 44 at 5 p. m. for Hamlet, leaving 5:45 p. m. for Wilmington, and arriving at Richmond 6:45 a. m. on Washington 9:15 a. m. No. 40 will now leave Charlotte for Wilmington at 6:30 a. m. will leave at 4 a. m. by new schedule with No. 33. No. 122 has through sleeper, Charlotte to Portsmouth, and connection is made at 10:30 a. m. with train for Alexandria, Birmingham and points West, and at Hamlet with through vestibule train for Columbia, Savannah, Jacksonville and all Florida points. For information regarding rates, schedules, etc., apply to: JAMES KERR, City Passenger Agent, Charlotte, N. C. C. H. GATTS, Traveling Passenger Agent, Raleigh, N. C. SEABOARD RAILROAD. These arrivals and departures as well as the times and connections with other companies, are given only as information and are not guaranteed. 2. Direct are the figures effective with the new change of schedule on January 5th at Charlotte. Schedule taking effect January 4th, 1908, subject to change without notice. Tickets for passengers on all trains are sold by this company and accepted by the passenger with the understanding that they will be valid for the full term of their operation, and are not subject to change without notice. This company is not responsible for errors or omissions. Trains leave Charlotte as follows: No. 49, daily, at 4:30 a. m. for Monroe, Hamlet and Wilmington, connecting at 5:30 a. m. with No. 40 for Wilmington and Washington, with 35 for Raleigh, Weldon and Portsmouth; with 66 at Hamlet for Raleigh, Richmond, Washington, New York. No. 123, daily, at 10:30 a. m. for Lynchburg, Shelby and Kutherford with 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

WILLIAM FIRTH, Pres. THE FRANK B. COMINS, Vice-Pres. and Treas. AMERICAN MOISTENING COMPANY 79 Milk Street, Boston, Mass. J. S. COTHRAN, Southern Representative, 405 Trust Bldg., CHARLOTTE, N. C. THE PATIENCE OF JOB. Could Hardly Endure the Torment of Itching Piles. Itching piles is constant torment—no is excruciating. No comfort all day, no rest at night. Can't keep your mind on work. No use to go to bed. Suffer no longer; use Doan's Ointment. It gives relief in five or ten minutes. It cures in a short time—cures you to stay cured. Charlotte people endorse it. Henry Grose, miner, being at 945 North Tryon street, Charlotte, N. C., says: "I used Doan's Ointment, which I procured at R. H. Jordan & Co.'s store, for a bad case of itching hemorrhoids and it has undoubtedly cured me for good. I have not been bothered since. I have tried the remedy. It is a fine Ointment and I am pleased to recommend it highly." For sale by all dealers. Price 50 cents. Foster-Milburn Co., Buffalo, New York, sole agents for the United States. Remember the name—Doan's—and take no other. Mothers Fathers, will you neglect a sacred duty? You know that winter months bring colds and you know that pneumonia is to be dreaded. Croup is dangerous. GOVAN'S PNEUMONIA CURE scatters inflammation. It cures. Then buy to-day and be prepared. 25c, 50c—external. All druggists. UNDER NEW MANAGEMENT The SELWYN EUROPEAN AND AMERICAN. European, \$1.50 per day and up. American, \$3.00 per day and up. Cafe open 4:30 a. m. to midnight. Prices reasonable. The Most Modern and Luxurious Hotel in the Carolinas. 150 ELEGANT ROOMS. 75 PRIVATE BATHS. Located in the heart of Charlotte, convenient to railroad station, street cars and the business and shopping centre. Cater to high-class commercial and tourist trade. Table d'hotel dinners 6:00 to 8:30. Music every evening 6:30 to 8:30. EDGAR B. MOORE, Proprietor. CAPUDINE CURES COLDS and GRIP It Removes the Cause. Relieves the aches and feverishness. Contains No Acetaminol. HOLLISTER'S Rocky Mountain Tea Nuggets A Bile Medicine for Busy People. Brings Golden Health and Renewed Vigor. A specific for Constipation, Indigestion, Liver and Bile troubles, Headaches, Migraine, Rheumatism, Stomach Troubles, Bowel Obstruction, and Backache. The Rocky Mountain Tea is in tablet form. 25 cents a box. HOLLISTER'S DRUG COMPANY, Madison, Wis. GOLDEN NUGGETS FOR SALLOW PEOPLE N. & W. Norfolk & Western Through Trains Daily, Charlotte to Roanoke, Va. Schedule in effect Nov. 23, 1907. 6:15 a. m. Lv. Charlotte, So. Ry. Ar. 2:30 p. m. 7:15 a. m. Lv. Winston, So. Ry. Lv. 2:30 p. m. 2:30 p. m. Lv. Martinsville, Va. Ar. 11:45 a. m. 6:30 a. m. Lv. Rocky Mount, Va. Ar. 10:30 a. m. 7:30 a. m. Lv. Roanoke, Va. Ar. 2:30 p. m. Daily. Connect at Roanoke via Shenandoah Valley Route for Natural Bridge, Lynchburg, Hagerstown, and all points in Pennsylvania and West Virginia. Pullman sleeper Roanoke and Philadelphia. Through coach, Charlotte to Roanoke, adding train to 10:30 a. m. daily except Sunday, for southwest Virginia and Shenandoah Valley points. Trav. Pass. Agent, W. R. LEVILL, Gen'l. Pass. Agent, Roanoke, Va. Southern Railway N. B.—Following schedule figures published only as information and are not guaranteed. January 9th, 1908. 2:30 a. m. No. 3, daily, for Richmond and local points, connects at Greensboro for Norfolk-Salem, Raleigh, Goldsboro, New Bern and Morehead City, at Danville for Norfolk. 7:15 a. m. No. 25, daily, for Atlanta, Pullman sleeper and day coaches, Washington to Atlanta. 1:25 p. m. No. 27, daily, for Rock Hill, Columbia and local points, connects at Washington for Norfolk. 5:30 a. m. No. 4, daily, for Washington and points North. Handles Pullman car and day coaches, Atlanta to Washington. 7:15 a. m. No. 16, daily, except Sunday, for Asheville. Connects at Greensboro for Washington to Atlanta. 10:30 a. m. No. 23, daily, for Columbia and Augusta. Handles Pullman sleeper, New York to Augusta, day coaches, Washington to Augusta. Lining car service. 10:30 a. m. No. 26, daily, for Washington and points North. Pullman Drawing Room sleeper to New York, day coaches Jacksonville to Washington. Dining car service. 10:30 a. m. No. 25, daily, for Winston-Salem, Roanoke and local stations. 11:30 a. m. No. 27, daily, for New York and New Orleans Limited. Pullman Drawing Room sleeper, day coaches, New York to New Orleans. Pullman Drawing Room sleeper, day coaches, New York to Birmingham. Dining car service. 11:30 a. m. No. 11, daily, for Atlanta and local stations. Connects at Spartanburg for Hendersonville and Asheville. 4:15 p. m. No. 6, daily, except Sunday, for New Bern, C. and local points. 5:40 p. m. No. 25, daily, except Sunday, freight and passenger, for Chester, S. C., and local points. 6:05 p. m. No. 4, daily, for Washington and points North. Pullman sleeper, Augusta to New York. Day coaches to Washington. Pullman sleeper, Salisbury to Norfolk. Dining car service. 6:30 p. m. No. 25, daily, except Sunday, for Martinsville, Va. Pullman sleeper and local points. Connects at Statesville for Asheville, Knoxville, Chattanooga, Memphis and points West. 8 p. m. No. 6, daily, for Atlanta. Pullman sleeper and day coaches, Charlotte to Atlanta. 9:30 p. m. No. 25, daily, for New York and New Orleans Limited. Pullman Drawing Room sleeper, day coaches, New York to New Orleans. Dining car service. 9:30 p. m. No. 25, daily, for Atlanta and points South. Pullman Drawing Room sleeper to New Orleans and Birmingham. Day coaches, Washington to New York to New Orleans. 10:30 p. m. No. 25, daily, for Columbia, Savannah and Jacksonville. Pullman Drawing Room sleeper and day coaches, Washington to Jacksonville. Tickets, sleeping car reservations, and details in connection with day coaches, apply to ticket office, No. 11 South Tryon street. C. H. ACKERT, Ticket Agent, 11 S. Tryon St., N. C. W. H. HARDWICK, T. M. M. W. H. TAYLOR, G. A. M. R. L. VERNON, T. F. A. C. THOMPSON HOSPITAL (INCORPORATED), LUMBERTON, N. C. A well equipped hospital for the treatment of all non-contagious, medical and surgical cases. Hot and cold baths. Competent corps of trained nurses. Special department for the scientific, ethical and humane treatment of whiskey and drug habits. Descriptive circular sent on request. DR. N. A. THOMPSON, Resident Physician and General Manager, LUMBERTON, N. C. Just a Step Beyond the "Southern" Station HOTEL CLEGG Just a step beyond the station. GREENSBORO, N. C. COAL COAL The best, the cheapest, the cleanest is "Standard Blue Gem" Ask for it next time Standard Ice & Fuel Company COAL AND ICE 'PHONE 19 CHOICE CUT FLOWERS Here we are again, with everything in the way of Cut Flowers. The choicest selection of Cut Flowers. The best service. The lowest prices consistent with quality. Just a word about our Fancy Carnations, Roses, Lily of the Valley and Violets. They are the New York kind. 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cash of the defendant through its broker certain goods for prompt delivery, of which only a part was actually delivered, and the balance is brought in an action against the defendant, the plaintiff made a separate arrangement with the broker for the delivery of the goods, the question raised one of fact, and under conflicting evidence the verdict will not be disturbed. James Davis vs. Atlantic Coast Line Railroad Company. Evidence, Corroborative, Employer, Jumping from Engine, Self-Preservation, Extent of Injury, Damages. In an action against defendant railroad company to recover damages for injuries alleged to have been sustained by plaintiff, its fireman on its engine, on account of being compelled, for self-preservation, to jump therefrom immediately preceding a collision with another train on defendant's track, wherein the defendant denied the necessity for plaintiff's jumping and the extent of the injuries, the engine and cars is competent upon the questions of the necessity for plaintiff's jumping and of the extent of the injury, because of the plaintiff's evidence thereon. G. E. Midyette, Administrator vs. Lucy M. Grubbs, et al. 1. Standing Timber, Realty. Standing and growing timber is realty, and interests concerning them are governed by the laws applicable to that kind of property. 2. Same, Heirs, Dower Interests. It appearing that the intestate was the owner of certain standing timber, by virtue of which she was entitled to her heirs and assigns, standing and growing upon certain lands, properly described and bounded, which would measure ten inches across the stump at the time of cutting, and the right to enter on said lands and cut and remove said timber within certain periods varying as to certain tracts from seven to ten years, the administrator as such, is not entitled to the timber, for it was not the heir, subject to the right of dower of the widow, both interests determinable as to all the timber not removed within the time specified in the deed. State vs. Joshua Harrison. 1. When a cause is ordered from one county to another, the law imposes upon the court the duty of seeing that the county to which the cause shall be removed. When the court states that the counsel for the prosecution could name any county in the district except a certain one, which they do, and the defendant interposes no objection or does not except thereto, he is deemed to have acquiesced, if excepted to in apt time whether reversible error had been committed, and new trial ordered. Quere? A map may be used by a witness to explain his testimony and enable the jury to understand it, though it may not be admitted in evidence, if the witness shows the location of his residence when such is material and relevant. When the State relies on circumstantial evidence in an indictment against defendant for kidnapping, it is competent to show by a witness that the defendant was a neighbor of the boy's parents, and knowing thereof, took no part in the general search instituted by the neighbors, in which several hundred persons participated, such being a circumstance, thought, slight, in the chain of evidence. In an indictment for kidnapping a child, the State must establish the fact that the child had been actually carried away as well as that the defendant did it, and circumstantial evidence being relied on, the force of slight in this case is enough to materially strengthen by the total absence of vestige of any other agency. Hence, evidence is competent tending to prove that the child could not have been lost in a room not far from his residence, "for that it is a harbor for boats," and that "there are usually plenty of fishermen and gunners on the sound and fishermen near the wharf," also that the woods for miles around had been scoured in vain by hundreds of searchers. If such evidence taken in connection with the other evidence of time, place, motive, opportunity and conduct concurs in pointing out the accused as perpetrator of the act. After a conversation between witnesses, the factor of the lost child, and the defendant, brought out by the objection, on direct examination, concerning an article published in a newspaper, in which the defendant said the kidnapping idea was absurd and requested witness to contradict it, and upon cross-examination, witness handed a newspaper containing an article headed "Kidnaped," and requested to say if it was the article referred to, to which he replied it was, it was not error to cross-examine, whether the paper did or not contradict it the next day. The direct examination was evidence of the declaration of the defendant, and the subject of the newspaper article introduced by defendant himself, and his statements are competent evidence against him. The Supreme Court will not correct the errors of the trial judge in the conduct of an attorney during the trial, by the use of improper or offensive language, unless proper exceptions were made to the court at the time. The Supreme Court will not correct the errors of the trial judge unless duly excepted to; nor to the improper or offensive language used by attorneys during argument upon the trial, unless called to the attention of the court below, and he fails to correct it. Objections and exceptions to the conduct of the counsel taken for the first time on appeal are too late. Sharp retorts and renarctes of counsel in the argument of the case, which bring applause from a large part of the crowd in the court room, lasting several minutes, will not be taken as sufficient grounds for reversing a trial, when such is strongly reprimanded by the judge, and there is no finding that there was a preconceived design and intention to prejudice the jury against the defendant and no sufficient evidence to support any such allegation if made. Under an indictment for kidnapping it is only necessary to prove the taking and carrying away of a person forcibly or fraudulently. A bill of indictment is not defective which conforms to a statute making the particular act an offense, and sufficiently describes it by terms having a definite and ascertainable meaning, without specifying the means of doing the act. Such is sufficient to charge the act itself without its attendant circumstances. D. S. Fisher vs. E. H. Browning et al. 1. Deeds and Conveyances, Warranty, Allotment, Dower, Vested Interests, Pleadings, Demurrer. The covenant of seiser refers to the title, and not to the possession; and until the allotment of the