

PEOPLE'S COLUMN

All advertisements inserted in this column at rate of ten cents per line of six words. No ad taken for less than 20 cents. Cash in advance.

WANTED.

WANTED—Architects, contractors, planners and property owners to know that "Amenite Plaster" is nature's own product and cannot be imitated by man. Please write us if any one offers you a substitute. Carolina Portland Cement Company, Southern Distributors, Charleston, S. C.

WANTED—Salesman already traveling, to sell lined oil and paint at side line. Commission liberal. Address Box 67, Richmond, Va.

WANTED—White girl to do general house work. Good wages and good home for one willing to work. Address Lock Box 12, Mooresville, N. C.

WANTED—5000 good sweet potato slips. Edgar B. Moore, Charlotte.

WANTED—Men to learn barber trade, few weeks complete. 6 chairs constantly busy. Licensed instructors, tools given. Diploma granted. wages Saturday. Positions waiting. wonderful demand for graduates. Write for catalogue. Moler Barber College, Atlanta, Ga.

WANTED—Salesman; salary or commission. Safety Fire Escape Co., Hickory, N. C.

WANTED—A partner to take charge and manage up-to-date moving picture show. Good location. Reasonable business compelling me to leave the city. Address quick "X," care Observer.

WANTED—to borrow \$5000 for one of the best first-class business real estate in heart of Charlotte. Address "Estate," care Observer.

WANTED—to make contracts with cotton mills to take their output of old bagging and ties. Address A. H. Boykin, Jr., Boykin, S. C.

WANTED—For U. S. Army, able-bodied, unmarried men, between ages of 18 and 35, citizens of United States, of good character and temperate habits, who speak, read and write English. Men wanted now for service in Cuba and the Philippines. For information apply to Recruiting Office, 11 West Trade St., Charlotte, N. C.; 26 1/2 South Main St., Asheville, N. C.; 401 South Center St., Statesville, N. C.; 131 South Main St., Salisbury, N. C.; 41 1/2 Liberty St., Winston-Salem, N. C.; Kendall Building, Columbia, S. C.; or Glenn Building, Spartanburg, S. C.

FOR SALE—Good paying practice in one of the best towns in N. C. Office equipped with X-Ray, etc. Address "Doctor," care Observer.

FOR SALE—Our steam plant, 50-H.P. boiler, engine, water heater, pumps and all connections. Have installed electric power and don't need above. Concord Milling Co., Concord, N. C.

FOR SALE—Two nice building lots (one a corner lot) at Craighed Park; price \$200 cash for quick sale. Address Box 235, Monroe, N. C.

FOR SALE—We have on hand four crumpling machines for crushing gold ore built for the late O. K. McCutchen) which must be sold at some price. Southern Machine Works, High Point, N. C.

FOR RENT—New modern six-room residence, East 4th St., between Brevard and Caldwell. \$30 per month. The Charlotte Trust & Realty Co.

FOR RENT—To gentlemen, two furnished front rooms with bath. Good neighborhood, convenient to street. Address "Fishes," care Observer.

FOR RENT—Furnished front room, bath convenient. 412 N. Tryon street.

FOR RENT—Store, plate glass front, on South College street. Apply to Dr. Charles L. Alexander, Charlotte, N. C.

FOR RENT—Two apartments in Norman flats. Hot and cold water. Apply to Chas. W. Norman, at Stone & Barringer Co.

FARMS WANTED.—Information regarding a good farm for sale; not particular about location; wish to hear from owner only, who will sell direct to buyer; give price, description and location of farm. Address: L. Darbyshire, Box 484, Rochester, N. Y.

MISCELLANEOUS.—YOU WANT to look nice at the reception. You can do so by sending your work to the Queen City Dyeing & Cleaning Works.

ROOMS FOR RENT—12 West Seventh street.

OKLAHOMA—Write us for information about farms, city property and business opportunities. Alexander & Alexander, Box 99, Oklahoma City, Okla.

PANAMA—AAB cleaned and shined in to the latest style. Michael Kirschbaum, The Hatter, Established 1888, Charlotte, N. C.

BY MAIL—Lace and embroidery. Write for box of samples. J. Poston Company, Fayetteville, N. C.

RECEIVERS' SALE—Bargains in all kinds of electrical supplies, electric and combination fixtures, air glass goods, etc. You can save money by buying now. Terms cash. Jno. W. Todd, Receiver for Smith Electric & Mfg. Co.

SUMMER VISITORS to Lenoir, N. C. (in the mountains) write us for furnished rooms, with or without board. Board of Trade, E. Matlock, Sec., Lenoir, N. C.

THE DEATH RECORD.

Eljah W. Rawls, of Tarboro, Dies in Baltimore. Special to the Observer.

Tarboro, May 31.—Elijah W. Rawls, for a number of years prominent jeweler of this place, died this morning at 7 o'clock in Baltimore, aged 48 years. Surviving are his wife and three children, Mrs. George Howard, Mrs. Herbert Jenkins and Robert M. Rawls, of this place. The remains will be brought to Tarboro for interment. He was a member of Concord Lodge of Masons.

Walter Vickers, of Durham County, Dies in Baltimore. Special to the Observer.

Durham, May 31.—Walter Vickers, 24 years of age, of George W. Vickers, died in the State Hospital, Raleigh, and his remains were brought here for interment, the burial taking place in the country this afternoon. He was happily married and his relatives and friends had expected his death.

The City of Boston has had trouble settling its interest in the car which it jointly owned with former Mayor Fitzgerald, because, it is said, the machine holds the world's record for narrowly escaping killing more human beings than any other machine now in commission.

SUPREME COURT OPINIONS

Fortis Beasley vs. Aberdeen and Rockfish Railroad Company.

1. Railroads, Rights of Owner of Fee. Ouster.—A railroad company cannot be ousted by the owner of the land from operating its railroad thereon, when such is being done in pursuance of the power and authority conferred in its charter, and rightfully exercised under the general law applicable.

2. Railroads, Charter Rights, Condemnation, Proceedings, Damages, Statutory Methods.—When the damages sought by the owner of the land against a railroad company, using the same for railroad purposes, authorized under its charter and in accordance with law, would necessarily be incurred in assessment in condemnation proceedings under a statute, the statutory method of redress provided either by the charter or under the general law must be followed by the plaintiff, even to him as well as the railroad company.

3. Same, Wrong Invasion, Permanent Damages, Statute.—When a railroad company acting within its lawful rights in operating its road, but unlawfully goes upon or invades the proprietary rights of the owner of the land in so doing, the wrong must, under the present law, be redressed by the award of permanent damages.

4. Same, Issues, Pleadings.—In an action brought against a railroad company by the owner of an account of its wrongful invasion of the land, the pleadings for railroad purposes, the court should submit one issue as to permanent damages, being required by the statute, Revisal, 384, though the same may not have been directly raised by the pleadings.

5. Damages, Permanent, Includes What. Separate Issues.—As a rule the term permanent damages including those for the entire injury done to the property, present and prospective, and the other to present and prospective, they may be added together and a judgment rendered for the permanent damages recoverable.

6. Same, Successive Actions, Retraint.—When it appears from the record that plaintiff did not seek for judgment on the issue as to permanent damages, and this did not evidence his intention to enter a retrait as to such, but simply that he desired to test his right to maintain successive actions for his alleged wrong, judgment for permanent damages upon the award of the jury should have been rendered.

W. T. Owen vs. Atlantic Coast Line Railroad Company (of South Carolina).

Railroads, Pleading, Damages, Rights of Passenger, Contributory Negligence, Contract, Breach of, Nominal Damages.—The complaint alleges that the plaintiff was a passenger on defendant's passenger train scheduled to stop at his destination, and tendered the conductor the money or fare thereto, and was informed by the conductor that the train would stop there on that trip, that it was impossible to do so. At plaintiff's urgent solicitation the conductor repeatedly refused to stop the train for the reason given. The plaintiff, in the presence of the conductor, got upon the steps of his car, and immediately fell, and sustained all damages which may be recovered from or against it by reason of its falling in its duties and obligations arising under the lease upon the part of the former, and immediately fell, and sustained all damages which may be recovered from or against it by reason of its falling in its duties and obligations arising under the lease upon the part of the latter.

7. Lease, Construction, Contracts Assigned, Primary Liability, Covenant Against Debit.—Under a lease from one railroad company to another of its railroads, etc., by which the lessee company operated the leased railroad, an executory contract between the lessor and a third party, a primary liability on the part of the defendant lessee, and the obligations of that contract would not, by any fair or correct interpretation, be included under the lease, and the lessor would not be liable for its breach or non-performance.

8. Attorney and Client, Confidential Communications, What Are Not Such.—The testimony of a witness, who acted as counsel for one of the parties to a lease, is not objectionable when it was to a fact necessarily known to both parties, brought out during the negotiations concerning the lease, and which would be considered a confidential communication.

Amanda Matthews vs. Metropolitan Life Insurance Co.

1. Insurance, Principal and Agent, Premium, Receipt, Ratification, Money Accepted.—The following provisions in a policy of life insurance, "Premiums are payable at the home office, but at the pleasure of the company suitable persons may be authorized to receive such payments at other places, but only on the production of the company's receipt, signed by the president," etc., are not enforceable when the money was received by the insured and retained for his premium on a life insurance policy, paid to his agent, but the agent did not tender, and the insured did not receive the "official" receipt therefor; it was the fault of the agent that he did not give the receipt in literal compliance with the requirement of the policy, and the company by retaining the money for the premium waived all irregularity as to the form of the receipt.

2. Insurance, Premium Notice, Foreign Statute, Inapplicable, Harmless Error.—When, under a policy, the New York statute was introduced, and admitted in evidence, for the purpose of showing that notice of the maturity of premiums should have been given, it was harmless error when, by a subsequent act of the court, that the law was inapplicable, the objection was eliminated from the case.

J. A. Tussey and Wife vs. L. A. Owen, Ex'r.

1. Judgment, Evidence, Non-suit, Supreme Court, Direction to Dismiss Action.—When in the Supreme Court the court below is reversed in refusing a motion to dismiss upon the evidence as non-suit, Revisal, 58, it is in law equivalent to a direction to dismiss the action.

2. Appeal and Error, Supreme Court, Superior Court Refusing to Obey Mandate, Mandamus.—Whenever the court below refuses to obey the mandate of the Supreme Court as contained in its opinion disposing of the case on appeal, the proper remedy is by mandamus; but when the Superior Court eventually did as directed when the opinion was certified down and received by it, no error will be found.

3. Appeal and Error, Judgment, Non-suit, Another Action.—When a case on appeal has been dismissed on motion as non-suit, upon the evidence as certified to the Supreme Court, the Superior Court is without authority to allow amendment or to proceed further; but the plaintiff may bring another action within twelve months after the judgment of non-suit.

Atlantic National Bank et al vs. Perceps Jenkins Co.

1. Attorney and Client, Authority of Attorney, Presumption.—The presumption is that the authority of an attorney to represent his client continues until the evidence of its having been revoked; and it appearing that such original authority existed, without more, his motion, in the original cause, to set aside judgment on the ground it was void, cannot be granted, but he is attached for the want of such authority.

2. Superior Courts, Suits, Jurisdiction, Hearing, Another County.—A judge of the Superior Court, except by consent or order of the presiding justice, has no jurisdiction to hear a cause or make orders therein, in a different county from the one in which action is pending.

3. Same, Substantial Rights.—The judge of the Superior Court has no jurisdiction, upon motion in the cause, to order a sale of lands in the hands of a receiver, affecting a substantial right and interest of the parties to the action, outside of the county wherein the action is pending. (The difference between a motion in the cause and a motion for an ancillary remedy, discussed and distinguished.)

J. W. Bryan et al vs. Julius C. Eason.

1. Deeds and Conveyances, Endorsements Thereon, Construction.—A deed with three endorsements thereon, executed contemporaneously therewith, each bearing the signature and seal of the grantors, and which were duly probated and registered as a part thereof, must be construed together, and the endorsement as intended for one deed.

2. Same, Shifting Uses, Fees and Trusts.—An endorsement on a deed conveying the fee to J. C. and J. V., reserving to the grantors a life estate in the event either J. C. or J. V. should die leaving no issue living, then the survivor to inherit all the within described lands with the conditions without exception, and the deed, in the instrument with the deed, establishes the maker's intent to convey, and does convey an estate in fee to J. C. and J. V. with a shifting use to the survivor in the event of the death of either of them while living; and there is no repugnancy between the deed and the endorsement whether the latter is considered as a last clause of the deed or habendum.

3. Same, Shifting Uses, Fees and Trusts.—By a shifting use expressed in the deed a fee may be limited after a fee.

4. Deeds and Conveyances, Quitclaim Deeds, Deeds to Carry Out Purposes of Former Deeds, Livery in Seisin, Consideration, Uses and Trusts.—E, the owner of the land, joined with her husband in the conveyance thereof, and after the death of her husband executed and delivered another deed to the same parties for the land, which expressly referred to the first deed, stating in the premises that it was executed to carry out more fully the intention and purpose of the deed recited therein, and in consideration of said premises and one dollar. Held: 1. That as the deed of E was in effect as recited in the premises, and that, after the death of her husband, she was the owner of the land in fee, the fact that the deed from her and her husband was void would not affect the interests thereunder acquired as between her and the parties to the deed. 2. That the deed from her and her husband, when such are complied with, a failure of consideration between the parties under the first deed will not operate to destroy the estate of the parties to the nature and effect of a quitclaim deed operating as an estoppel, discussed.

5. Deeds and Conveyances, Quitclaim Deeds, Grants, Different Title, Not Estoppel.—A grantee who takes title by deed, and who shows that he has no interest passed to him under a quitclaim deed in such instances as a grantor is not estopped to show it.

HOPE FOR OCEAN MAIL BILL.

Friends of the Measure Believe It Will Go Through Next December by a Decisive Vote—Bill is Gathering Strength in the House. Washington, May 31.—That the ocean mail bill, which passed the Senate on March 20th, without a division, and later was sustained by the Senate in the postoffice appropriation bill, by a vote of 46 to 12, is not killed by the action of the House in failing to accept it on a narrow vote of 145 to 153 is the firm conviction of the friends of the measure. They believe that next December it will win by a decisive majority. The exultation which the temporary defeat of this measure has aroused in Liverpool and Hamburg, among the foreign ship owners and merchants, is hasty and premature, said Senator Gallinger, in discussing the subject. He continued: "The vote on May 23d shows how swiftly the ocean mail service and the merchant marine are gathering strength in the House of Representatives. One year ago 56 Republicans, nearly all from the middle West, voted against a bill for mail lines to South America. The other day only 36 Republicans, all but Mr. Perkins of Rochester, N. Y., from the middle West, voted against a bill for mail lines to South America, Japan, China, the Philippines and Australia. A year ago 32 per cent. of the Republicans of the House were opposed; this year only 16 per cent. And this second test is the more significant because it was made in the year of a presidential election.

"The middle West is still the centre of opposition, but the position is a waning one and I have reason to believe that many—probably a majority—of the 35 Western Representatives who voted against the ocean bill a week ago personally favor legislation of this kind but fear that it is not yet properly understood by their constituents. There is no question that there is hostility in the middle West to the idea of subsidy, but this hostility is no more of a subsidy than is any expenditure on rural free delivery or railway mail carrying. It is simply honest pay for actual service rendered."

WEEK'S WEATHER FORECAST.

Rain is Predicted For Wednesday and Thursday in the Atlantic States.

Washington, May 31.—The Weather Bureau today issued the following forecast for the week beginning June 1st, based upon daily telegraphic reports received from selected stations throughout the Northern Hemisphere: "In the middle and North Atlantic States and the Ohio valley the opening days of the week will be fair with pleasant temperature and there are no present indications of a prolonged period of unusually high temperature in those districts. The week will open cool in the States of the Missouri, upper Mississippi and Red river of the north valleys. The average temperatures for the week in those States will, however, be higher than for the preceding week.

A rain area that will cover the middle and northern Rocky mountain and Western plains States Monday will advance over the central valleys and the Lake region Tuesday and Wednesday and overspread the Atlantic States Wednesday and Thursday.

Over the Florida peninsula and the Southeastern coasts the summer season of afternoon showers and clear nights and mornings is due to set in.

Two Dead From Launch Explosion.

Philadelphia, May 31.—It developed today that two persons lost their lives through the explosion of a gasoline tank on a launch in the Delaware river late last night when the boat containing sixteen persons was recovered and 14 were injured. Frank Cassidy, one of the party, was thrown overboard by the explosion and his body has not been recovered. John Schmidblieben was the other victim. None of the fourteen injured will die.

SAVE VACATION MONEY

on your Vacation Suit

by taking advantage of our CASH RAISING SALE

We've got too many woollens — we must turn them into cash in the shortest time possible.

\$20.00 and \$22.50 Suits NOW \$16.50

\$25.00 to \$28.00 Suits NOW \$18.50

\$30.00 to \$35.00 Suits NOW \$21.50

\$35.00 and \$40.00 Suits NOW \$25.00

\$50.00 and \$55.00 Suits NOW \$35.00

All garments to be paid for at time of delivery.

BRING THE MONEY.

Have You Seen Our Ad?

Cool, Comfortable, Clean—Home of the Polite Vaudeville.

Starting This Afternoon at 8 and 5 O'clock, Nights 7:45, 8:45, 9:45, Fifth Week of the Summer Season High Class.

VAUDEVILLE

A Fine Bill of Artistic Have Been Engaged For This Week.

16 Artists—Including the Best To all parts of the theatre.

Get in line and follow the crowds.

RAH FOR GOOSE CREEK!

It Voted Wet and Affords a Glimpse of the Country Partially Saved.

Fairbrothers' Everything.

In night's blackest hour Hope sees a star and listening loam can hear the rustle of a wing. Despair holds firm. "But," he says, "I'm not a wet, I'm a dry. I'm a struggle hard and we know that presently he will lose his grip.

The following faint ray of light—the last fair drop of water at the bottom of the well—has been checked and held through the dense prohibition returns in the columns of the esteemed Charlotte Observer and we exclaim in exultant joy that all is not lost: "Goose Creek and New Salem townships voted wet."

Let us say it reverently—thank God—Goose Creek has gone wet. Had it not been for this—this one slight hope, dark indeed, would have been our only ray. But, thank God, we are wet, and how in the world could a creek do business if it wasn't wet, the country is at least partially saved.

But where is Durham, where is Raleigh, where are the places of all the places where the prohibitionists did their very best? Indeed it looks as though the more they talked they did the more votes they lost. Goose Creek, we understand it, however, was not arranged by either side, as simply basked in the sun and reared up on her hind legs when the time came and voted as she drank.

That is the way to do it; that is the only way to give an expression of the heart's deep emotions. The people of Goose Creek are to be congratulated; the State of North Carolina feels pride in Goose Creek and especially since the late Legislature, in a moment of unpopularity, had voted to let the State make it a felony for people to throw sawdust in this classic stream. All is well that ends well, said the immortal Bard of Avon, who took a drink when he felt the wine was good. But, thank God, we are wet, and how in the world could a creek do business if it wasn't wet, the country is at least partially saved.

Mr. Moore the Farmers' Candidate.

Windsor Ledger.

The Ledger wishes to say a word in behalf of the candidacy of "Cotton" Moore for Commissioner of Agriculture. Many of our farmers know Mr. Moore personally. He has often been to our county speaking in farmers' institutes and organizing the Cotton Growers' Association. He is a farmer's candidate pure and simple, and we as our knowledge him goodly deserve the support of the farming class more than he. He knows the needs and the life of the farmer from the "ground up," so to speak, beginning with the plowing, doing his own plowing, ditching, hoeing and hauling. He is no politician and he knows what it is to follow a mule under a July sun. Of all the candidates for serious offices there is no one more fitted, more deserving, more qualified or more needy than Cotton Moore and the farmers should put him in office under an avalanche of votes.

Fonticello Lithia Spring Chesapeake. ENDORSED BY HIGHEST MEDICAL AUTHORITY. Write for book of testimonials. Sold throughout the Carolinas and elsewhere. Sold in Charlotte by HAWLEY'S PHARMACY.

Quickest Service. BEST SERVICE. Dilworth Floral Gardens. guaranteed to all who order FLOWERS. Because it is designed for FUNERALS at this establishment. In town or out of town orders promptly executed at most reasonable rates.

Bargains in Rugs and Carpets. This week we offer special attractions in Rugs and Carpets. We control on this market the lines of the best makers. That is why we can offer better styles and lower prices.

PARKER-GARDNER CO. Furniture Carpets Grand and Upright Pianos. Our registered Trade-Mark covering the CELEBRATED C. C. B. POCAHONTAS SMOKELESS COAL corresponds to the Sterling Stamp on Silver, as the United States Geological Survey has made it THE STANDARD FOR GRADING ALL STEAM FUEL.

C. C. B. POCAHONTAS SMOKELESS. Is the Only American Coal That Has Been Officially Indorsed By the Governments of Great Britain, Germany and Austria, and Is the Favorite Fuel With the United States Navy, Which Has Used It Almost Exclusively For Many Years.

THE STANDARD OF EXCELLENCE. A SYMBOL OF QUALITY. Our registered Trade-Mark covering the CELEBRATED C. C. B. POCAHONTAS SMOKELESS COAL corresponds to the Sterling Stamp on Silver, as the United States Geological Survey has made it THE STANDARD FOR GRADING ALL STEAM FUEL.

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UNEQUALED FOR THE GENERATION OF STEAM. UNSURPASSED FOR DOMESTIC PURPOSES. Shipments During 1907 4,900,000 Tons. We are now prepared to name prices, effective April 1st, 1908, and upon application shall be pleased to quote for immediate or future delivery.

CASTNER, CURRAN & BULLITT. SOLE AGENTS. ROANOKE, VIRGINIA.

Splendid Offerings in Sideboards. In the different departments of our stock there is none in which we are stronger than in Dining Room Furniture.

Handsome Early English Sideboards, worth \$100.00; now \$79.75. Handmade Early English Sideboards, worth \$75.00; now \$62.25. Handmade Early English Sideboards, worth \$60.00; now \$47.75. Handmade Golden Oak Sideboards, worth \$85.00; now \$68.00. Handmade Golden Oak Sideboards, worth \$42.00; now \$33.00. Handmade Golden Oak Sideboards, worth \$23.00; now \$17.50.

W. T. McCoy & Company. We have Tables, Chairs and China Closets to match these at equally low prices.