

# SOUTHERN CITIZEN.

BY BENJAMIN SWAIN.

WHAT DO WE LIVE FOR, BUT TO IMPROVE OURSELVES AND BE USEFUL TO ONE ANOTHER?

VOLUME I—NUMBER 27.

ASHBOROUGH, N. C. SATURDAY, JULY 8, 1837.

[Of \$3 AFTER 3 MONTHS]

**SOUTHERN CITIZEN,**  
By B. Swain  
Every Saturday Morning.

### TERMS.

Two Dollars per annum in advance; or Three Dollars, if not paid within three months from the date of the 1st No. received. Any subscriber may discontinue within the first 3 months of the publication. No subscription to be discontinued till all arrearages be paid unless at the discretion of the Editor. All letters, communications, &c. to come post paid. Advertisements, inserted on the usual terms.

### Legal Department

INSURANCE OF THE LAW, EXECUTE NO. MAR.

ASHBOROUGH, N. C.

Saturday, July 8, 1837.

### INFANCY.

(Question by a Subscriber.)

"If an infant sue without his guardian or next friend, and on the trial no objection be made to his competency, if judgment should be taken against him for the cost: Or if an infant be sued without joining the name of his guardian, and on the trial he fails to plead infancy, and judgment be rendered against him for debt and cost; can he afterwards, in either case, avoid the payment of the judgment?"

### ANSWER.

Both these suppositions stand precisely on the same ground. And in either case, the infant or minor may appeal to Court, and there plead Infancy, although he made no such defence before the Justice. For the trial in Court is *de novo*, as the law terms it,—(*new out and out*.) But if the Infant has failed to take his appeal within the proper time, (10 days,) and can show no sufficient cause for a writ of *Recordari*, to carry up the case to the Superior Court,—he is completely without remedy. The judgment is binding, and Execution may issue against his property, or even a *Ca. Sa.* for his body.

### NEW TRIAL.

(Question by a Subscriber.)

A warrant was returned before a Justice about the middle of the day—the plaintiff being present, moved for and obtained judgment in the absence of the defendant. At sunset the same evening, the defendant appears, and moves for a new trial on the ground that he was not cited to attend at any particular hour. Is he entitled to a new trial?

### ANSWER.

He is clearly entitled to a new trial, unless there be such apparent circumstances attending the delay of the defendant, as show a disposition to hinder and perplex the plaintiff rather than an honest intent to stop litigation as soon as possible. Of this, the Justice is the proper judge. For the nature of a *supersedeas* and *new trial*, together with the necessary forms to be used,—see *Man of Business*, 2nd Vol. 368-378.

N. B.—This case ought to admonish officers of the propriety of endorsing on the back of the warrant, as soon as it is served, the *time* and *place* of trial. If it be objected, that this takes up too much room, we answer,—that the warrants in daily use are on too small a slip of paper. They ought never to occupy less than a quarter-sheet of common sized writing paper. And the proposed endorsement may be short,—in these words for instance: "Executed on — to be returned at — on the 2 Aug. 1837—1, P. M."

It is not here to be understood that exact precision as to hours and minutes, can regularly be observed, or ought to

be enforced. Reasonable time should be given the parties—not for "dodging," but for the possibility of unexpected occurrences.

### POSTPONEMENT TILL BETTER TIMES.

A case was lately returned before a Magistrate of Craven County, which we publish for the benefit of those, who have the misfortune to be warranted in these *hard times*.

The plaintiff made out his case by proving that the defendant owed him the debt. The defendant alleged and *proved*, that although the debt had been contracted; yet the plaintiff had promised to wait "till the times got better." This seemed to be a new case to 'Squire Everet. What was to be done? Plaintiff pressed for a judgment; but defendant's proof was too cogent to be resisted. The inventive genius and legal sagacity of his *warship*, could not be baffled by new occurrences in the administration of justice,—so he writes forthwith the following entry on the back of the warrant: "The parties appeared, and this trial is postponed till better times;" and then gravely adjourned Court. We understand the case has since been brought up before several magistrates for adjudication; but they, not having discovered any amendment in the pecuniary state of the times, uniformly determine that the time of "postponement" is not yet out.

Now the question is, which we are requested to answer,—When will the time of *postponement* be out, so that the plaintiff may require a Judgment?

*Answer.* As soon as Gen. Jackson's "Experiment" is over, having restored the "Constitutional currency of the Country," and filled every man's pocket, to his heart's content, with *gold and silver*; and all "overtrading and speculation" shall have ceased in the transactions of men. Then we should think the time of postponement fully expired.

When Judgment is obtained in this case, we wish to know it as soon as possible,—that we may publish the event, as a signal for other creditors to proceed in their collections; and also for the Banks to resume specie payments.

### DREAMING.

*From Abercrombie's Enquiries concerning the Intellectual Powers, &c.*

Such coincidences derive their wonderful character from standing alone and apart from those numerous instances in which such dreams take place without any fulfilment. An instance of a very singular kind is mentioned by Mr. Joseph Taylor, and is given by him as an undoubted fact. A young man, who was at an academy a hundred miles from home, dreamed that he went to his father's house in the night, tried the front-door, but found it locked; got in by a back-door, and finding nobody out of bed, went directly to the bedroom of his parents. He then said to his mother, whom he found awake, "Mother, I am going a long journey, and am come to bid you good-by." On this she answered under much agitation, "Oh, dear son, thou art dead!"—He instantly awoke and thought no more of his dream, until a few days after he received a letter from his father inquiring very anxiously after his health, in consequence of a frightful dream his mother had on the same night in which the dream now mentioned occurred to him.—She dreamed that she heard some one attempt to open the front door, then go to the back-door, and at last came into her bedroom. She

then saw it was her son, who came to the side of her bed, and said, "Mother, I am going a long journey, and am come to bid you good-by;" on which she exclaimed, "O dear son thou art dead!" But nothing unusual happened to any of the parties; the singular dream must have originated in some strong mental impression which had been made on both the individuals about the same time; and to have traced the source of it would have been a matter of great interest.

On a similar principle, we are to account for some of the stories of second sight:—A gentleman sitting by the fire on a stormy night, and anxious about some of his domestics who are at sea in a boat, drops asleep for a few seconds, dreams very naturally of drowning men, and starts up with an exclamation that his boat is lost. If the boat returns in safety, the vision is no more thought of. If it is lost, as is very likely to happen, the story passes for second sight; and it is, in fact, one of the anecdotes that are given as the most authentic instances of it.

It is unnecessary to multiply examples of the fulfilment of dreams on the principles which have now been mentioned; but I am induced to add the following, as it is certainly of a very interesting kind, and as I am enabled to give it as entirely authentic in all its particulars. A most respectable clergyman in a country parish of Scotland, made a collection at his church for an object of public benevolence, in which he felt deeply interested. The amount of the collection, which was received in ladles carried through the church, fell greatly short of his expectation; and, during the evening of the day, he frequently alluded to this with expressions of much disappointment. In the following night he dreamed that three one-pound notes had been left in one of the ladles, having been so compressed that they had stuck in the corner when the ladle was emptied. He was so impressed by the vision, that at an early hour in the morning he went to the church, found the ladle which he had seen in his dream, and drew from one of the corners of it three one-pound notes. This interesting case is perhaps capable of explanation upon simple principles. It appears, that on the evening preceding the day of the collection, the clergyman had been amusing himself by calculating what sum his congregation would probably contribute, and that in doing so, he had calculated on a certain number of families, who would not give him less than a pound each. Let us then suppose that a particular ladle, which he knew to have been presented to three of these families, had been emptied in his presence, and found to contain no pound notes. His first feeling would be that of disappointment; but, in afterwards thinking of the subject, and connecting it with his former calculation, the possibility of the ladle not having been fully emptied might dart across his mind. The impression, which perhaps he did not himself recollect, might then be embodied into the dream, which, by natural coincidence, was fulfilled.

The four classes which have now been mentioned appear to include the principal varieties of dreams; and it is often a matter of great interest to trace the manner in which the particular associations arise.—Cases of dreams are indeed on record, which are not referable to any of the principles which have been

mentioned, and which do not admit of explanation on any principles, which we are able to trace. Many of these histories, there is every reason to believe, derive their marvelous character from embellishment and exaggeration; and in some instances which have been related to me in the most confident manner, I have found this to be the case after a little investigation. Others, however, do not admit of this explanation, and we are compelled to receive them as facts which we can in no degree account for. Of this kind I shall only add the following example; and I shall do so without any attempt at explanation, and without any other comment than that its accuracy may be relied on in all its particulars. Two ladies, sisters, had been for several days in attendance upon their brother, who was ill of a common sore throat, severe and protracted, but not considered as attended with danger. At the same time, one of them had borrowed a watch from a female friend, in consequence of her own being under repair;—this watch was one to which particular value was attached on account of some family associations, and some anxiety was expressed that it might not meet with any injury. The sisters were sleeping together in a room communicating with that of their brother, when the elder of them awoke in a state of great agitation, and having roused the other, told her that she had had a frightful dream. "I dreamed," she said, "that Mary's watch stopped; and that, when I told you of the circumstances, you replied, much worse than that has happened, for —'s breath has stopped also," naming their brother who was ill. To quiet her agitation, the younger sister immediately got up, and found the brother sleeping quietly, and the watch, which had been carefully put by in the drawer, going correctly. The following night the very same dream occurred, followed by similar agitation, which was again composed in the same manner,—the brother being found in a quiet sleep, and the watch going well. On the following morning, soon after the family had breakfasted one of the sisters was sitting by her brother, while the other was writing a note in the adjoining room. When the note was ready for being sealed, she was proceeding to take out for this purpose, the watch alluded to, which had been put by her in her writing desk;—she was astonished to find it stopped. At the same time she heard a scream of intense distress from her sister in the other room,—the brother, who had still been considered as going on favorably, had just been seized with a sudden fit of suffocation, and had just breathed his last.

FIXED, 1 00 a Bale Rope, 19 a 12  
Flour, 5 00 a 600 Wheat, none  
Feathers, 40 a 00 Whiskey, 50 a 55  
Iron, 5 1 a 0 Wool, 15 a 18

### PROSPECTUS FOR THE CONGRESSIONAL GLOBE AND APPENDIX.

Sensible of the deep interest which must be felt throughout the Union in the proceedings of a new Congress, convoked by the new administration, to meet the extraordinary emergencies which have arisen since the close of General Jackson's term of service, the undersigned have already made preparations to furnish their annual report in the form of a CONGRESSIONAL GLOBE. As these successive publications comprise a full and faithful record of all that is done in Congress—sketches of the attendant discussions, with an APPENDIX containing the finished speeches prepared by the members themselves—they are suited not only to gratify the curiosity of the hour, to inform the distant constituency of the part performed by their immediate representatives, and of the result of the labors of all; but, we doubt not, they will be found permanently useful as the most authentic, complete, and convenient parliamentary record of our times. This undertaking having, with these views, been liberal-

the regulation of commerce. Every thing of pecuniary interest to the Government and the Nation will be involved in the discussions of the next Congress, and it is because the President would not have those all important subjects left to Executive discretion a moment beyond the time when a full Congress could be summoned, that the September session was convoked. The machinery of government even when thrown out of gear, must continue to work; but when so disordered, its movement may be driven in a wrong direction. The Representatives of the people are alone competent to set all to rights. No Democrat Chief Magistrate would continue, in the condition of things at present existing, to substitute Executive expedients for clearly defined law springing from the public will.

### TERMS.

For the CONGRESSIONAL GLOBE, during the first two sessions of the 25th Congress \$2 00  
For the APPENDIX to the Congressional Globe, during the first two sessions of the 25th Congress \$2 00  
Any person sending us the money for five copies of either of the above publications, will be entitled to a copy.

Payments may be transmitted by mail, postage paid, at our risk. The notes of any incorporated Bank in the United States, which did not suspend specie payments before the 1st of May, 1837, will be received. But when subscribers can procure the notes of Banks in the Northern and Middle States, they will please send them.

To ensure all the numbers, the money be sent here by the first Monday in September next.

The CONGRESSIONAL GLOBE will be sent to those papers that copy this Prospectus, if our attention shall be directed to it by a mark with a pen. Our exchange list is so large that we would not observe it, probably, unless this be done.

No attention will be paid to any order, unless the money accompany it, or unless some responsible person, known to us to be so, shall agree to pay it before the season expires.  
BLAIR & HIVES.  
WASHINGTON CITY, June 24, 1837.

### List of Letters,

REMAINING in the Post Office at Ashboro', which if not applied for within three months will be sent to the General Post Office as dead letters.

- |                   |                    |
|-------------------|--------------------|
| A                 | Joseph Lane 2      |
| Jacob Auman       | B                  |
| Orran Alston      | James B. Moss      |
| B                 | David Moffit       |
| Daniel Bulla 2    | John G. Morse      |
| Nancy Bulla       | N                  |
| John Boling       | Joshua Newby       |
| Burwell Burns     | P                  |
| Alex. Byrns       | Thomas Parks       |
| C                 | Samuel Perminter   |
| Washington Chavis | John Patterson     |
| Robert Chandler   | R                  |
| Thomas Cross      | Peter Rich         |
| Thompson Craven   | Michael Ramsour    |
| Henry Craven Sur. | William Reece      |
| D                 | Abram Rice         |
| Wesley Dran       | S                  |
| G                 | Enoch Spinks       |
| Wm. Gardner       | James Stout        |
| Miss Eliza Green  | T                  |
| Thomas Gibson     | Edward Trueblood   |
| H                 | Thomas & Saunders  |
| Edward Hopkins    | V                  |
| Moses Hammonds    | Jeremiah T. Vestal |
| John Henly 2      | & Jacob Vancannon  |
| Moses Hammer      | W                  |
| Philip Horney     | Daniel Williams    |
| I                 | Eleazer Winslow    |
| Andrew Ivey       | S. C. Wittingham   |
| J                 | Y                  |
| Thomas Jones 2    | Henry Young        |
| L                 |                    |
| E. S. Larrence 2  |                    |

B. ELLIOTT P. M.

July 1st 1837.

### Public Sale.

ON Tuesday the 8th of August next, in the town of ASHBOROUGH,

I shall sell to the highest bidder, a certain

### House & Lot

situated in said town; the same that has been heretofore occupied by JEREMIAH T. VESTAL—to be sold as the property of HIRAM VESTAL deceased. The premises would afford a comfortable and advantageous situation for a mechanic of any description with a small family. The purchaser will be required to give bond with approved security for the purchase money, due—one half in twelve months, and the other half in six months.  
S. EDWARDS, Guardian.  
July 8, 1837.

### JOB PRINTING

Done cheap, with neatness and despatch, at  
THIS OFFICE