## By LEMUEL BINGHAM, AT THREE DOLLARS A YEAR, PAID IN ADVANCE.

No paper will be discontinued, unless at the discretion of the editor, until all arrearages are

ADVERTISEMENTS will be inserted at the usual rates. Persons sending in advertisements, are requested to note on the margin the number of insertions, or they will be continued until forbid, and charged accordingly.

# NORTH & S. CAROLINA LOTTERY, For the benefit of OXFORD ACADEMY in

North-Carolina, &c.

FIRST CLASS-To be drawn 29th Nov. 1826. J. B. YATES & A. McINTYRE, Managers.

		SO	HEW	E.	
1	Prize	of	\$12,000	is	\$12,000
1			6,000		6,000
1			5,000	-	5,000
1			4,000		4,000
1			2,500	-	2,500
1			1,340		1,340
6			1.000	-	6,000
12			500		6,000
156			50		7,800
780		-	10		7,800
7,800			5		39,000
0.760					07.410

1st, 2d and 4th drawn numbers, in some one of their orders, will each be entitled to a prize of

The 12 tickets which shall have on them any other three of the drawn numbers, in any order of permutation, will each be entitled to a prize of \$500.

The 156 tickets which shall have two of the drawn numbers on them, and those two the 3d and 4th, will each be entitled to a prize of \$50.

Those 780 tickets which shall have on them

some other two of the drawn numbers, will each be entitled to a prize of \$10. And those 7,800 tickets, which shall have on

them some one of the drawn numbers, will each be entitled to a prize of \$5.

No ticket which shall have drawn a prize of a superior denomination can be entitled to an inferior prize. Prizes payable forty days after the drawing, and subject to the usual deduction of 15 per cent.

Tickets and Shares can be had in the above salarm at the Managers' Offices.

scheme at the Managers' Offices.

Whole Tickets, \$5 00 | Quarters, \$1 25 Halves, 2 50

( Tickets and Shares in the above



A ND Stage House, at the sign of the Eagle, in Charlotte, North-Carolina, by 14136 ROBERTON FOR

### Ran Away

TROM the subscribers, in Lancasterville, about the 15th of this instant, two negro men, BOB and SAM.—
Bob is about 22 or 23 years of age, low and well made, pleasant when spoken to, and converses sensibly. He both reads and writes, and probably may pass himself as a free man. He is dressed in black, though he may change his dress, as he has other clothes. No particular mark is recollected, except a few light marks on his back. In his carriage, he has a sailor's twing. He is likely to deny his owner's name, and even his own, and pass for that of James. Sam is about 25 years of age, of common size, and speaks broken, and as he is an African by birth, has his country's mark on his left arm above his elbow. It is thought Bob and Sam are in company, and will make for Maryland.—Twenty-live dollars will be given to any man that will lodge either of them in any isli in the wenty-live dollars will be given to any man hat will lodge either of them in any jail in the inited States, and give word so that we can get M. CLINTON

WILKS CASTON. Lancasterville, S. Carolina, 3 4196

HIGHEST PRIZE, 20,000 DCLLARS.

Drawing to commence in Hillsborough, on the 2d Monday of September next:

By authority of the State of North-Carolina.

LOTTERY

TO ENCOURAGE THE PUBLICATION O

THE HISTORY OF NORTH-CAROLINA.

		Schen	nc.		
1	Prize of	20,000	Dollars,	is	\$20,000
1		10,000			10,000
1		5,000			5,000
1		2,000			2,000
2		1,500			3,000
8		1,000			8,000
10		500			5,000
20		200			3,600
40	0.5	100			4,000
50		50			2,500
450		20			9,000
1,050		10			10,500
7,366		5		,	36,830

9,000 Prizes. 23,886 tickets at \$5 is 119,430 14,886 Blanks 5

Not two Blanks to a Prize.

500 Tickets to be drawn in a day—to be completed in 18 days' drawing. All the numbers to be placed in one wheel, and the prizes in an-

156 50 - 7,800	other.
780 10 - 7,800	STATIONARY PRIZES AS FOLLOWS:
7,800 5 - 39,000	The last drawn Ticket on the
	First day, will be entitled to a Prize of \$200
3,760 Prizes. 97,440	Second day, 500
15,600 Blanks 24,360 Tickets.	Third day, 500
This is a Lottery formed by the ternary per-	Fourth day, 500
mutation of 30 numbers. To determine the	
prizes therein, the 30 numbers will be publicly	Sixth day, 500
placed in a wheel on the day of drawing, and	Seventh day, 500
four of them be drawn out; and that Ticket	Eighth day, 500
having on it the 1st, 2d and 3d drawn numbers,	Ninth day, 1,000
in the order in which drawn, will be entitled to	Tenth day, 1,000
the prize of \$12,000.	Eleventh day, 1,000
And those five other Tickets having on them	Twelfth day, 1,000
the same numbers, shall be entitled to the pri-	Thirteenth day, 1,000
zes affixed to them respectively, viz :	Fourteenth day, 1,000
The 1st, 3d and 2d to \$6,000	Fifteenth day, 1,500
The 2d, 1st and 3d to 5,000	Sixteenth day, 5,000
The 2d, 3d and 1st to 4,000	Seventeenth day, 10,000
The 3d, 1st and 2d to 2,500	Eighteenth day, 20,000
The 3d, 2d and 1st to 1,350	The rest of the prizes floating in the wheel
The 6 tickets which shall have on them the	from the commencement, amounting to
1st, 2d and 4th drawn numbers, in some one of	ACTO STOR

#### \$73,730.

Prizes payable at the Agency of the Bank of Cape-Fear, in Hillsborough, N. C. 30 days after the completion of the drawing, subject to a discount of 15 per cent. All prizes not demanded within 12 months from the completion of the drawing, will be considered as forfeited to the

uses of the Lottery.

J. WEBB, Commissioner.

Hillsborough, April, 1826.

The attention of the North-Carolina public is respectfully invited to the foregoing scheme. The laudable purpose contemplated will, it is hoped, secure to it the aid of those who are friendly to the interests of literature and science; and the name alone of the gentleman who has consented to act as Commissioner in the management of the Lottery, is a sufficient pledge of the fairness with which it will be conducted. A. D. MURPHEY.

"Tickets in the above Lottery are for sale at the Office of the Journal. Orders by mail, will be promptly attended to.

### Land for Sale.

CPTickets and Shares in the above Lottery, are for sale at the office of the Catawba Journal. Orders by mail, enclosing the cash, will be promptly attended to.

Public Entertainment.

The subscriber informs his friends and the public, that he has purchased that well known establishment, lately owned and occupied by Dr. Henderson, and is now prepared to entertain travellers and others, who may please to call on him; and no exertions will be spared to render them comfortable, and their stay agreeable. His table will be furnished with every variety which the eountry affords; his bar with the best of liquors; and his stables with plenty of provender, and careful servants will be in constant attendance.

ROBERT I. DINKINS.

Charlotte, April 20, 1826.

House of Entertainment,

ROBERT I. DINKINS.

The principal dwelling-house is large and commodious, which, with a little additional expense, might be made countriable and convenient event of a large family. The situation on which it modious, which, with a little additional expense, might be made comfortable and convenient even for a large family. The situation on which it stands is probably equal to any in this or the adjacent counties. There is a well of good water convenient to the house, and a large, forth garden. There are two improvements on this tract, which will be sold together or separately, to suit purchasers. It would be a desirable place of residence for a member of the profession of Law or a Physician, being in a respectable and populous neighborhood, and at nearly anle and populous neighborhood, and at nearly an equal distance from five surrounding villages an equal distance from two surrounding vinages.

It is unnecessary to give a further description of this land, as those, no doubt, wishing to purchase, will view the premises. For terms, apply to the subscriber, living 5 miles north of Concord, Calabrana country. Concord, Cabarrus county.

N. B. Approved cash notes, negroes, or notes negotiable and payable at the Charlotte Bank, will be received in payment. A. C. M.

### Raffner's Strictures.

UST PUBLISHED, and for sale at this fice, "Strictures on a book, entitled, 'An Epology for the Book of Fsalms, by Gilbert McMaster.' To which are added, Remarks on a book, [by Alexander Gordon] entitled 'The design and use of the Book of Psalms.' By HERRY RUFFER, A. M. With an Appendix, by Jany M. Wilson, pastor of Rocky Ever and Distribution in by Jons M. v Philadelphia

Constables' Warrants,

For side, at this Office

### Supreme Court.

Selection from the Cases decided at the Summer Term of 1826.

Jesse Person v. The State Bank, from Wake. Judgment affirmed.

Twenty warrants were brought by the Plaintiff on bank notes, in the whole amounting to \$104. Judgments were obtained, and appeals taken by the Defendants. In the County Court, the cases were ordered to be consolidated into one, and from this order of consolidation, the Plaintiff appealed to the Superior Court, where the order was affirmed. Held, that the Court had the power to make the order, and the powhad the power to make the order, and the power being possessed, it was mere matter of discretion whether it should be exerted in this case, and upon what terms.]

Bruce and others v. Child, from Orange,

Bruce and others v. Child, from Orange, in Equity. Bill dismissed with costs. [When a bill is filled to surcharge and falsify an account stated 19 years before, the delay must be well accounted for, to repel the presumption arising from this acquiescence. For this purpose, it is not enough that the mistake sought to be rectified was discovered within a few months premium to addition. few months previous to exhibiting the bill, but it should appear why the discovery was not sooner made.

The bill alleged a certain sum received by the

The bill alleged a certain sum received by the Defendant, larger than that charged in the stated account. The Defendant, in her answer, stated that her faculties were impaired by age and infirmities, and after so great a length of time since the transaction, (about forty years,) she could not speak with certainty to the matters charged in the bill, and said, in answer to the particular error, that she believed the sum charged in the stated account to be the true one, and did "capressiy aver that to be the sum she received from her attorney J. N. and no other." The attorney, in his deposition, swore that he paid her the larger sum. H.ld, that the charge was sufficiently denied to oring the case within the rule, that a decree will not be made against a positive denial, on the unsupported testimony of a single witness.)

Boe lesse of Barden v. M Kinnie and other

Doe lesse of Barden v. M' Kinnie and oth-

Doe lesse of Barden v. M'Kinnie and others. From Wayne. Judgment affirmed. [A levy on Chattels vests in the Sheriff a special property, and this it is that enables him, to sell after the return day of the writ, and without a road, exp. but a levy on Lands gives him neither property nor right of possession—he has only a maked authority to sell, and a sale transfers to the purchaser only the right of property to which the Sheriff cannot add an actual possession, without the consent of the tenses. Therefore, a sale made by the Sheriff, of real estate, after the return of a fi. fa. and without a new writ, is a sale without authority, and

the holder of a note (though not encoused to him,) who places it in the hands of a constable for collection, is entitled to demand payment from the constable. Therefore, if payment be refused, he is "the person injured," who may bring the action on the office bond, under the act of 1793, ch. 384, (N. II.)

been town the convasite. Interfore, a payment be returned in the convex of 1733, ch. 334, (N. R.) both under the set of 1733, ch. 334, (N. R.) both under the set of 1733, ch. 334, (N. R.) both under the set of 1733, ch. 334, (N. R.) both under the set of 1733, ch. 334, (N. R.) both under the set of 1733, ch. 334, (N. R.) both under the set of 1733, ch. 334, (N. R.) both under the set of 1733, ch. 334, (N. R.) by the the health of the next of kin, and the the set of the

Holme & Williams v. Williams & others. In Equity, from Wake. Decree of disn is ion deceased, procedende undered.

Benzien's ex'rs v. Lenoir and others. In Equity. from Iredell.

Griffin's Heirs v. Griffin's Ex'rs. In Equity from Johnston.

Equity from Johnston.

[In the first of these cases, in the year 1814] (the case then being in the Court of Equity of the case then being in the Court of Equity of the Court, and a decree was made here; and entered in the Court below for the Plantiffs. A petition for re-hearing was there upon filed in the Court below, and a re-hearing having been ordered, the cause was transmitted to this Court for hearing.

In the second of these cases, a decree was made here; and entered in the Court below, and a re-hearing having been ordered, the cause was transmitted to this Court for hearing.

In the second of these cases, a decree was directed by the Supreme Court and entered in State v. Patitlo, from Linguis.

In the second of these cases, a decree was der. Therefore this Court cannot proceed J directed by the Supreme Court and entered in the Court below, and the decree having been enrolled, a bill of review was exhibited, and a a decree thereupon pronounced in the Court below, from which an appeal was taken to this below, from which an appeal was taken to this Court.

[Indictment for a cheat at common law by passing certain promissory notes as and for bank notes and no averment that the notes

Chairman of Washington County Court v. Hammond and others. Judgment affirm-

[A judgment against an administrator is evidence against his securities of a debt due from his intestate: but such judgment is not evi-dence, as against such securities, that the admin-

istrator had assets to satisfy the judgment.

The inventory returned by an administrator is prima facie evidence of assets againt his se-

Honter v. Kirk. Judgment reversed, and new trial ordered.

Black v. Black. In Equity, from Lincoln. Bill dismissed with costs.

Cannon v. Jones, in Equity, I'm Wake.

[Where a cause stands more than two terms upon replications, and the usual order for commissions, it is regular to set it down for hearing; and where no steps are taken to prepare the cause for trial, the suit may be dismissive, of for want of prosecution. But the plaintiff may, if he pleases, have his cause, set for hearing upon Bill and answer, or may have it heard. Therefore, where the Judge below refused both, and dismissed the Bill without hearing, such dismission held to be erroacous.]

Benzien's ex're y, Lenoiv and others. In Bracken y, Columbour, and others. In

Bracken v. Colquhoun and others. In

Equity, from Orange. Cause remanded to the Court below.
[In the Court below an order of publication, as to I. E. an absent defendant, and afterwards

a decree thereupon pronounced in the Court below, from which an appeal was taken to this Court.

Here it was objected, that the decrees complained of were decrees of this Court to be made least decrees directed by this Court to be made below, and that neither a petition to re-hear, nor a bill to review, could be entertained by the Court below. But held, by two Judges, that the decrees were decrees of the Court below, and as such, re-examinable by bill or petition, below, whether they were pronounced by the Judge upon his own opinion, or upon conference with the other Judges. One Judge contra.]

Judgment arrested.

[Indictment for a cheat at common law by bassing certain promissory notes and no averment that the notes passing certain promissory notes and no averment that the common law, no cheat was the subject of criminal prosecution, except one accomplished by some false token of a public nature, and promissory notes are not of themselves public tokens.—Bank notes are public tokens, and had it been averied that the notes in question resembled, or were in the fixeness of lank notes, the indictment for a cheat at common law by bassing certain promissory notes as and for bank notes and no averment that the notes passed resumbled bank notes. Held, the indictment for a cheat at common law by bassing certain promissory notes as and for bank notes are public tokens and no averment that the notes and no averme

Moore v. Moore. In Equity, from Hert-ford. Plaintiff's bill dismissed with costs. [The right to contribution among co-surctics is founded originally not on any contract between them, but on the maxim of natural equity "that equality is equity" among persons standing in the same satuation. This, however, being now the established doctrine of Courts of Equity, an understanding in inferred around co. Equity, an understanding is inferred among co-

Equity, an understanding is inferred among co-surctics of mutual contribution; for men are presumed to act in reference to the laws gov-erning the transaction; hence courts of law now give relief, by action of assumpsit, to one surety against another.

But this procepte of cquity can only apply to those whose situations are unequal, is toot equity. But if one surety stipulate for a separate indensity, the equality of situation be-tween him and his co-surety ceases, and the principle does not apply. This indensity may indeed be reached in favour of the co-surety, but that is on one of two grounds, either that it was taken in fraud of the co-surety, or intend-ed for his benefit. If taken secretly, it is a fraud on the other sureties; for, 1st, the transaction imports mutual risk and united exertions; 2d, the indensity weakens the ability of the prin-Cannon v. Jones, in Equity, Pm Wake, by the sherring of read estate, after the return of a fi. fa. and without a new writ, is a sale without authority, and passes nothing to the purchaser.

It seems, a levy on read estate, shewn only by an endorsement on the writ, and such endorsement on the writ, and such endorsement on the writ, and such endorsement in ade after the return day of the process, in a joint action. Upon which is not valid.]

Governor to the use of Holcomb v. Martin and ethers, from Surry. Judgment affirmed.

[The act of 1813 ch. 950, (N. R.) makes if the edicition of the constable to collect claims put into his hands, with or without suit. Therefore, where a note-was delivered to a constable to collect, and he obtained judgment and received the money from the debtor, without execution, Held, that this was a collection virtule efficit, and the nonpayment, by the constable, a forced of the condition of his bond, to pay one all sums of money "he should collect by virtue of his office."

The holder of a note (though not endorsed to him,) who places it in the hands of a constable it from the constable. Therefore, if payment from the constable. Therefore, if payment he refused, he is "the person injured," the process for Plaintilfs for the Plaintilfs for the cause of the condition, is entitled to demand payment from the constable. Therefore, if payment he refused, he is "the person injured," the process for Plaintilfs for the Plaintilfs of the Plaintilfs for the condition, is entitled to demand payment from the constable. Therefore, if payment from Falls and others v. Torrence, in Equity, the principal without asking or wishing any from fredell. Decree for Plaintiffs for negro Fiora and her increase.

The principal without asking or wishing any the principal without asking or wishing any the principal without asking or wishing any the principal without asking and the principal without asking or wishing any the defendant, before becoming bound, step-lated for a hear, as a sep-rate security to himself.

In cases of direct or pure trosts, time has no includence. The estate of the trusted is that which by the Patrol—he was likewise bailed and supports the trust, and without which it could shot, and before he expired, was taken to not exist, and his possession operates for the by:

On Sunday last, Abner was overtaken by the Patrol—he was likewise bailed and shot, and before he expired, was taken to not exist, and his possession operates for the by: