A Dead Law. From the N. Y. Tribune (republican.)

One hole is enough to spoil a balloon The U.S. Supreme Court finds but one hole in the Enforcement act, but that one is quite enough to make the entire act powerless and practically void. For it is a flaw in the sections which prescribe penalties for the commission of offenses. In the decision of the Kentucky case, Sections 3 and 4 of the Enforcement act are held to be unconstitutional on the ground that, upon a strict construction of their terms, they impose penalties for acts which the previous sections of the act had not declared offenses, and which Congress had no constitutional power to declare offenses against the United States. The Court holds that, being defective in this particular, these sections are unconstitutional and therefore invalid in every particular-that the Courts have no power to say that a provision which in any respect violates the Constitution still has validity to some extent, or to determine to what extent. The objection is a narrow and sharp one, but it punctures the act effectively. The not so worded as to limit the penalties imposed to the performance of acts which can constitutionally be made offenses against United States; but that difficulty is fatal. The Court has no power to legislate to reterse and forcible language of Chief Justice

"It would certainly be dangerous if the Legislature could set a net large enough to catch all possible offenders, and leave it to the Courts to step inside and say who could be rightfully detained some extent substitute the Judicial for the legislative department of the Government. The Courts enforce the legislative will when ascertained, if within constitutional grants of power. Within its legitimate sphere Congress is supreme, and beyond the control of the Courts; but if it steps outside of its constitutional limitations, and attempts that which is beyond its reach, the Courts are authorized to, and when called upon in due course of legal proceedings must, annul its encroachments upon the reserved power of the States and the people. To limit this statute in the manner now asked for would be to make a new law, not to enforce an old one. This is no part of our duty. We must therefore decide that Congress has not as yet provided by appropriate legislation for the punishment of the offense charged in the indictment."

Supreme Court. It marks the commence- from the duty of passing directly upon the ment of a new era in the exercise of legisla- | constitutionality of the act in its other protive power. During and since the war, visions if cases should come before them Congress has often acted as if it were su- in which the indictments are more skillfully preme, not merely within but "outside of drawn. its constitutional limitations."

#### The Supreme Court of the U.S. on the [From the Baltimore Sun ]

On Monday the 27th ult., the U.S. Supreme Court announced its decision, so long which the bonds are secured. They, at the delayed, in the Grant Parish and the Kentucky election cases, arising under the Enforcement Act of May 31, 1870. The Louisiana case, as many of our readers may the President of the Road, Isaac B. Grainremember, was an indictment against certain citizens of Grant Parish in that State, based upon section 6th of the act known as the "ku-klux" or "conspiracy" section, imposing the punishment of fine (not exceed- Judge, which was promptly given, and the ing ten years,) for the offense of banding or conspiring together, or going in disguise ness to the employees of the Road will be upon the highway, &c., with intent to injure, paid by the Receivers .- Wilmington Star. oppress or intimidate any citizen, or to prevent or hinder his free exercise and enjoyment of any right granted or secured by the constitution or laws of the United

The Kentucky case was an indictment founded upon sections 3 and 4 of the same factured cotton in the South, and are alact, against two inspectors of a municipal election in that State, for refusing to receive and count at such election the vote of a citizen of the United States of African descent.

Both cases came before the Supreme Court upon a certificate of division of opinion between the judges of the Circuit Court for the districts in which the cases arose. In the Louisiana case, after a verdict of guilty upon all the counts of the indictment, sixteen in number, judgment had been arrested by order of the presiding Judge, which order the U.S. Supreme Court has now affirmed and ordered the discharge of the parties indicted. In the Kentucky case the indictment having been held back on demurrer by the Circuit Judge in the Court below, that decision is in like manner affirmed with the same result to the parties under indictment, viz: that they are discharged.

The immediate and practical result in both cases therefore, is the same, viz: that the Court has decided that no conviction can be had, which, so far, is gratifying and satisfactory, at all events to the traversers and their friends. Other results were anticipated, however, from the decision of these cases by the tribunal of last resort. It was expected that the vexed question of the constitutionality of the act under which the indictments were found would be definitely if not forever settled and put to rest. This, it is to be regretted, the Court has not done. It has decided the cases, but not the question which the cases were supposed

In the Louisiana case the judgment of the Court is unanimous-Justice Clifford concurring in the judgment while dissenting from the opinion. The opinion of the Court in each case is delivered by Chief Justice Waite, and characterized, so far as the questions touched upon and the points deand clearness of expression and style. So far as they go, therefore, they are entitled to as much weight as can attach to any deplanation of the unanimity of the Court in these cases is to be found in the careful avoidance of all questions except what were absolutely necessary to their decision. Unfortunately the "constitutional question"

of was committed "on account of race, color," &c., of the persons upon whom it was committed; for failing to give notice to the accused of the specific nature of the offense with which they were charged; for general vagueness, uncertainty, and being defective in form and substance.

Of the two decisions the opinion in the Kentucky case is by far the more important. It deals not with the defects of the indictment, but of the law upon which the indictment is founded. The Court hold, in substance, that "the fifteenth amendment has invested citizens of the United States with a new constitutional right which is within the protecting power of Congress. That right is not, as is so often erroneously asserted, the right of suffrage, which the Court expressly say in the Grant Parish case, affirming their recent declaration in Minor vs. Hoppersett, 21 Wallace, to the same effect, the constitution of the United States has not conferred upon any one, "and that the United States have no voters of their own creation in the State." It is the right of "exemption from discrimination in the exercises of the elective franchise on account of race, color, or previous condition of servitude. It is not every wrongful refusal to receive

the vote of a qualified elector at a State difficulty is only that these sections were election that Congress has constitutional power to punish. Its "power to legislate at all upon the subject of voting at State elections rests upon the amendment," and "it is only when the wrongful - color or previous condition of servitude that Congress can interfere and provide for its punishment." Neither the third nor fourth sections of the "enforcement act" of May 31, 1870, are confined in terms to cases in violation of the fifteenth amendment. They and who should be set at large. This would to are couched in language broad enough to cover any case of "wrongful refusal," and upon any ground or in the case of any per-They are not, therefore, in the judgment of the Court, "appropriate legislation" for the enforcement of the fifteenth amendment, or the rights which that amendment is specifically intended to secure. They transcend its provisions, and the Court therefore cannot, without usurping the legislative function and making a new law instead of enforcing an old one, give effect to these sections. Any indictment founded upon them is necessarily bad, and falls to the ground with the statute itself.

This is one of the most remarkable and important decisions ever rendered by the decisions. They do not relieve the Court

#### The Carolina Central Railway.

Messrs. Wright & Stedman, as attorneys for the first mortgage bondholders of the Carolina Central Railway Company, have filed a petition in the Superior Court of this county for foreclosure of the mortgage by same time, applied to Judge McKoy for been made appointing Dr. C. H. Roberts, Pretty good name for b. b. wines. ger, of this city, and Andrew V. Stout, President Shoe and Leather National Bank of New York, the Receivers. A bond of fifty thousand dollars was required by the ing \$5,000,) and imprisonment (not exceed- Road has been turned over to the Receivers appointed. We learn that all just indebted-

# Revolution in the Cotton Trade.

The spinners of New England are beginning to realize the fact that they must in a very short time lose their market for manuready taking steps to facilitate the disposal of their goods in England and the Continent. The superior facilities of the Southern mills for supplying their section with all it can consume in the way of cotton goods are so evident, and the success of the mills already established, when prudently managed, has been so invariable and so profitable that it takes no seer to perceive that in a few years, at most, the South will not only supply herself with cotton stuffs, but will be the producer and seller of the manufactured article, as well as of the raw material. The saving of freights, insurance, commissions to middle men, and time, by bringing the machinery to the cotton fields, must give her an advantage over all other manufacturers that no other considerations can offset. As the man who has an apple orchard can into the water 150 souls in baptism. The make cider cheaper than anybody else, so those who have the cotton fields can manufacture cotton on lower terms than those raw and ugly day-the thermometer standgrowth to the place of manufacture.

The manufacturers of New England realize this fact, and hence it is that they are now preparing for the gradual loss of the Southern and Western trade, and stretching out their hands Eastward in the hope of securing a part of the consumers that Great Britain and the Continental nations have hitherto controlled. They are even preparing to compete with the cheap labor of England on its very soil, and the shipment pieces per week, representing a money value at Old Fort. Pursuit was given, and one not be taken in consideration. pieces per week, representing a money value of the number was shot and killed, but the of about \$40,000. The other manufacturing of the number was shot and killed, but the remaining two had not been captured at be ponded upon the land, the owner may April 3, 1876. same venture, and the rapid growth of the export cotton trade may be considered a

foregone conclusion. The shipments of manufactured cottons in a single week from New York amounted cided go, by great simplicity, directness to \$268,000, and from Boston in the same week to \$175,000. Part of this was consigned for sale to London and Liverpool, cision of the Court. Perhaps the best ex- China and Japan. It is estimated that the the balance to Germany, Brazil, Africa, exports of cotton goods for the year 1876 will be fully double those of 1875 .- Norfolk

Virginian. A WIFE DRIVING HER HUSBAND TO happens not to have been one of these. SUICIDE. -Thomas L. D. Bell, son of the The Louisiana case is disposed of from late Alderman Bell of Newark, committed the point of view of a criminal pleader suicide on Saturday by taking poison. A rather than the constitutional lawyer. The letter addressed to "whom it may concern," sixteen counts of the Grant Parish indiet- was found on his person. In this he gives Salt Lake, April 6 .- Four Powder Magament are severally passed in review and as a reason for the deed the manner in zines and many tons of powder exploded at

North Carolina News Items.

The Lutheran Synod meets at St. Enoch's Church, Rowan county, on Tuesday before the 1st Monday in May.

Commissioners will endorse the notes given recover. as evidences of indebtedness. This indulgence will give the Railroad Commissioners even though the Legislature should refuse any or all aid in paying the same .- Asheville Pioneer.

The committee to whom Gen. Vance referred the matter have recommended John Wakefield of Caldwell, for the cadetship at West Point. John Cowles is recommended as alternate. No doubt Gen. Vance will regard the suggestion of the committee and make the appointment.

Tyeire will preach the commencement ser- tract was made, mon on Wednesday, 7th, and Robert T. Gray, Esq., of Raleigh, will deliver the ad-

on Thursday, 8th. M.D. .. MULL COURT.-Richard Pressley, colored, late of Catawba county, was convicted of larceny in the matter of a pair of shoes, sentenced to 60 days hard labor on the W. N. C. Railroad. Julius Dula, colored, was convicted of horse stealing and sentenced to 6 years in the Penitentiary. Samuel Austin alias Randall Caldwell, colored, for burglary, was sentenced to be hung on Friday the 12th of May.

SALE OF STATE AND CONFEDERATE Money .- Messrs. Cronly & Morris sold at and Confederate and State bonds. The notes brought 1/2 cent for every \$1,000, the Confederate bonds 31 cents per \$1,000, and Campbell et. al., vs. Wolfenden et. al., from the North Carolina bonds 51 to 9 cents per \$1,000. One of these latter, now before us, signed by Z. B. Vance as Governor and Jonathan Worth as Public Treasurer, of the Confederate States, and yet the bond acts. now." - Wilmington Review.

The Raleigh News says that the Supreme Court ordered a new trial in the case of the State against Robt. P. Lowry from Warren county. Lowry was indicted for selling liquor without license and the only proof was that he sold blackberry wine. Judge Rodman in ordering a new trial said the question was a fact for the jury and not for the Court. He did not think the Legislature intended to tax such innocent beverages of the people or the Receivers, and we learn that an order has trifling accessories of the ladies toilets.

If we mistake not the voice of the Johnston county yeomanry, their choice for Governor is Gen. W. R. Cox. The General seems to be gaining in popularity everywhere. An old soldier remarked the would do to trust in any place if it was the Presidency of the United States," and this is the sentiment of all who followed the General in the army, who all love him .-Goldsboro Messenger.

Judge Kerr will hold the Spring term of Wayne Superior Court which convenes on Monday April 24th, instead of Judge Seymour who will hold Court in Orange county.

We learn from a letter from Tennessee that the Rev. Cyrus K. Caldwell, formerly pastor of Buffalo and Bethel in that State, on the 29th of March .-Greensboro Patriot.

county, where he has relatives living. He was a son of Rev. Samuel Craighead Caldwell, who was for many years pastor of Sugar Creek Church near Charlotte.

Big Baptizing.—Perhaps the largest baptising that ever occurred in or around Raleigh took place on Sunday the 2d inst., at Mordecai's pond. Rev. Wm. Worrell. of the Second Baptist Church, colored, led scene was an imposing and happy one notwithstanding the fact that it was a very who have to bear the direct and indirect ex- ing at 40 deg. It was thought that Mr penses of transportation from the place of Worrell might need assistance, and so Chas. Bryant volunteered and stepped into the cold stream. After remaining for half an hour he gave up, and had to be rubbed and covered in blankets to save life. Mr W., however, kept his post for two hours, baptizing the last one. The business being new to Charles, the cold water was too much for him.-Raleigh Era.

last accounts .- Asheville Citizen.

FIRE IN STOKES COUNTY .- We regret to learn that the office of the Danbury Reporter, together with the large two-story brick residence of the proprietors, was totally destroyed by fire on last Friday morning. The cause of the fire unknown. - Winston

The sugar crop in Cuba exhibits an immense falling off from that of last year. The activity of the insurgents in the cen-

EXPLOSION OF POWDER MAGAZINES .-

N. C. Supreme Court Decisions. January Term, 1876.

Mia. za vs. Calloway et. al., from Wilkes. In granting an order for a person to sue in forma pauperis it is sufficient compliance A Proposition.—The President of the with the statute, Bat. Rev. chap. 17, sec. 72, Western N. C. Railroad informs us that he for the presiding Judge to be satisfied, by a can buy track iron in sufficient quantity to certificate of counsel or otherwise, that held, that the Administrator of A could not the "four motion feed" used by the sewing lay over the Road from Old Fort to Ashe- the plaintiff has an honest cause of action, sustain a petition to sell his interest in the machine companies of the monopoly combin

An affidavit, certified by the Clerk of the Chancery Court of another State, without ample time to collect and liquidate the debt, having the testimonial of the presiding That the liens of the judgment creditors, if average price of sewing machines has been fessing to be Clerk was such officer, and that he had authority to administer oaths, is not so legally authenticated as to authorize | Calloway and others vs. the Ore Knob Co. a Judge of this State to act under it.

Mace vs. Ramsey, from Carteret.

Where one violates his contract he is iable only for such damages as are caused by the breach, or such as being incidental to the act of omission or commission as a The Commencement of Davenport natural consequence thereof may reasonably by the non-resident defendants, to remove Female College at Lenoir, N. C., takes place be presumed to have been in the contem- the cause to the Circuit Court of the United on the 7th and 8th of June. Bishop Mc- plation of the parties at the time the con-

Therefore, where A. contracted to furnish B. a boat at a specified time, to be used by of the non-resident defendants is immaterial dress before the Eclectic Literary Society B. in conveying excursionists to and from and constitutes no waiver of the right of different points in Beaufort harbor-an ex- the latter to a removal. oursion train being expected to arrive at such specified time-in an action against A. | State vs. Powell, from Halifax. for damages on account of the breach of his riving at that value the jury might consider the capacity of A's boat, state of the weath-

Held further, that evidence was admissible to show that the plaintiff had engaged auction a large lot of Confederate currency enough passengers for this boat and his other boats on the occasion.

Craven.

The Judge below erred in granting an injunction, by which persons in possession of the offices of Mayor and Alderman of a promises to pay to the bearer, at the city of city, and actually performing the duties of Raleigh, \$1,000 in good and lawful money those offices are restrained from all official

sold at auction for nearly twenty times as It is not sufficient to allege that the permuch as the poor old Confed. note did, sons filling the offices were not regularly or ored customers, in which will be entered the truly "representing nothing on God's earth | rightfully elected; but it must also appear that they are abusing or are about to abuse their possession of official power to the publie injury; and that the public will sustain no damage by the suspension for an indefinite time of all city government.

> Grady et. al., vs. Commissioners of Lenoir county, from Lenoir.

> The creation or alteration of townships in the several counties of the State, after the first division by the county commissioners, under art. 7 sec. 8 of the Constitution, is left with the Legislature.

Williams vs. Williams, from Harnet.

The intestate of the plaintiff contracted with the agent of the defendant for an insurance on his life. The agent agreed to insure his life for six months in the sum of the bills issued by the Bank. In regard to \$5,000 in consideration of the payment of the matter, the Supreme Court has recently Wholesale and Retail Druggists, other day in our hearing that "Gen. Cox the sum of \$50. The intestate paid to the agent \$45. No written application for a order: policy was ever made, and no policy was ever issued. The balance of the \$50 was never paid and no reason was assigned for the failure to pay the same. Upon a demurrer to the complaint, it was held, that the plaintiff could not recover.

> Small, Administrator, vs. Small et. al., from Perquimans.

Where a guardian purchased his ward's land at a sale by the clerk and master, in a petition for partition filed by himself, and received a deed therefor, he holds the legal Churches in this county, died in Denmark, title to said land, subject to the equity of the wards, of his paying the purchase money as a condition precedent to his becoming the owner of the lands.

The further ordered, that the case be remainded to the Circuit Court of Common Pleas for Richland county, in which it was the owner of the lands.

The creditor who takes a deed of trust stands in the shoes of the debtor, and takes subject to any equity binding the lands in the hands of the debtor.

Raleigh & Augusta Air-Line R. R. vs. Wicker et. al., from Moore.

The rule for the assessment of damages to lands, taken for Railroad purposes, as settled in this State is: The jury shall not deduct from, or set off against, the damages special to the land, a part of which is taken, any benefits arising from the Railroad under construction, which are common to the owner and all other persons in the vicinity; but may deduct or set off any benefit peculiar to the land, with regard to the benefit to the land arising from the construction of the road.

The owner is entitled to recover for the expense of any additional fencing of cultivated lands made necessary by reason of the construction of the Road; but as he is not required by law to fence uncleared or PRISONERS ESCAPED-One Killed .- Last uncultivated land, and the expense of fenc-Friday night three colored convicts em- ing such, should it at any future time be of print cloths to that country from Fall ployed on the W. N. C. Railroad escaped cleared or cultivated, is too remote and un-River, Mass., alone now amounts to 20,000 from a squad that were engaged at the time certain to be estimated, and the same should

recover damages, if such ponding be the result of the obstruction of a natural or artificial drain-way; otherwise, if the ponding be the result of an alteration of the previous grade of the land caused by the construction of the road-bed.

The danger that the cars of a Railroad company may injure the cattle of the land owner without negligence, is not peculiar to the land owner, a part of whose land is taken, but common to all who own cattle near the line of the road; and as the owner is not retral department has had its effect, where quired to abate the damages to his land, on account of any benefit he may derive from the road in common with adjacent land owners, he is not entitled to be compensated for any damages which are in like manner common.

The building has recently been thoroughly refitted and renovated, and the Properietress, Mrs. Dr. A. W. Alexander, is prepared to accommodate permanent and transient Boarders. A share of public patronage is respectfully solicited.

Mrs. A. W. ALEXANDER the ruined sugar-houses and burnt cane- account of any benefit he may derive from fields are all that remain to the Spaniards the road in common with adjacent land after the eight years' struggle with the in- owners, he is not entitled to be compensated

Paschal, Administrator, vs. Harris and wife

forfeiture, the right of the mortgagor is entirely extinguished:

B to secure the payment of a sum of money of the Committee on Patents, and his colborrowed of him by A, the mortgage con- leagues on the committee, have earned the taining a power of sale upon forfeiture, and gratitude of every family in the land by the land was sold upon the failure of A to reporting adversely upon the application repay the same at the time specified, It was for an extention of the Wilson patent for ville on twelve month's credit, if the County on which he may reasonably expect to mortgaged premises for assets to pay the ation. This is of importance to every house. debts of A upon judgments docketed prior hold, and especially to those who are deto the execution of the mortgage, because the sale divested the intestate of all interest. Judge of said Court that the person so pro- enforced, must be enforced by some direct \$65, while they can be sold at a fair profit proceeding on their part for that purpose. for about \$22. The difference, amounting

et. al., from Ashe.

In a joint action against several defendants, some of whom are residents of the State in whose Court the action is brought, where such resident defendants are unnecessary or merely formal parties: It is not error upon proper affidavits and bond filed

The fact that such resident defendants were made parties to the action upon motion

Where upon an appeal to the Supreme contract, It was held, that the measure of | Court from the judgment of the Court bedamage would be what a boat like A's low, upon an indictment for murder, no erwould 1 : worth at such time, if he (A.) | ror is assigned, and the Court after a careknew of the excursion and the use to which | ful examination of the record, is unable to B. inten led to put the boat. And in ar- discover any error, the judgment of the Court below must be affirmed.

#### South Carolina News.

Charleston is luxuriating on strawberries and sweet milk; the former at thirtyfive and the latter at ten cents per quart.

Mrs. Dr. Vampill, of Marion, who has been in attendance on lectures at the woman's Medical College, of Philadelphia, has returned. She is the first lady medical student of South Carolina.

The merchants of Sumter have organized a merchants union for self-protection. The association proposes to keep two PAPER FASHIONS-a full stock always on hand. books, one for white and the other for col- Fashions sent post paid to any address. Call or names of all parties with whom any member of the association may have had unsatisfactory transactions. Each member of the union is bound, without favor, to communicate to the other members, through the Secretary, the names of these delinquent customers, and who will thereupon be re- stock of goods ever brought to Charlotte by any fused further credit. The merchants claim Retail House. that this movement is for the mutual benefit of themselves and their honest paying also an elegant stock of Ribbon E.C R.U and all

The Liability of State Bank Stockholders. -For several years a suit has been pending in the courts of South Carolina brought by one Harvey Terry against the stockholders of the Commercial Bank at Columbia, S. C. The Bank suspended payment at the commencement of the war, and the suit was brought to make the stockholders liable for promulgated the following opinion and

from were prematurely announced. The liability of the defendants, if any, is dependent on the fact of their having been described in the liability of the defendants and the liability of the defendants are the liability of the defendants and the liability of the defendants are the liability of the defendants and liability of the defendants are the liability of the liability of the defendants are the liability of the liability of the defendants are the liability of the liability of the defendants are the liability of the liability of the defendants are the liability of the liability of the liability of the defendants are the liability of the liability of the defendants are the liability of the liability of the defendants are the liability of the defendants are the liability of pendent on the fact of their having been stockholders at the time of the failure of the tures, Matches, Garden Seed, Concentrated Lye, bank or within twelve months preceding &c., &c. that day. The judgment does not fix the day of the failure of the bank, and, therefore, does not afford the requisite means of ascertaining whether the defendants are chargeable as stockholders. It is therefore ordered, that the judgment and all subsequent proceedings be set aside. It is further ordered, that the case be re-

heard, to ascertain at what time did the failure of the bank occur; who were the stockholders at the time of such failure, or were interested therein at any time within twelve months previous thereto; what was the amount of shares held by such stockholders respectively; when did the plaintiff and others claiming as billholders become possessed of the bills of said bank, claimed by them; and to ascertain what amounts, if any, are properly chargeable against the defendants by reason of the matters alleged in the complaint, and to apportion such sums among the several defendants found liable in the ratio of the amount of stock held by them as aforesaid.

W. F. Cook's Plows. The following letter is published as a deserved

tribute to the Plow made in this city: W. F. Cook:—Sir: I have used your one-horse and two-horse Plows, called "Charlotte" Nos. 1 and

2, which I pronounce the pest of an or Plows that I have used or seen in the county Plows that I have used or seen in the county Cent boys wont use any other if they can get the Plow. Hence I bought two of them to-day to isfy the boys. S. C. HUNTER. isfy the boys. April 3, 1876.

Kerosene Oil.

We were the first to sell Kerosene Oil a 2 5 cents. April 3, 1876. B. N. SMITH. Beeswax Wanted. Highest price paid for nice clean Befeswax, 500

April 3, 1876.

ALEXANDER HOUSE, Charlotte, N. C.

B. N. SMITH'S.

Below Tryon Street Methowist Church.

ment are severally passed in review and pronounced fatally defective for several reasons—for failing to charge an offense made indictable by act of Congress; for failing to show that the wrong complained solutions are severally passed in review and pronounced fatally defective for several which his wife goaded him for money to the area and many tons of powder exploded at which his wife goaded him for money to the area and many tons of powder exploded at which his wife goaded him for money to the area and to-day. Six were killed and others hurt. Boulders were thrown in all directions, one fell a mile away. The dample the land mortgaged is actually sold after the land mortgaged is actually sold after.

Paschal, Administrator, vs. Harris and wife the area of the area and will be pleased to see his old customers and directions, one fell a mile away. The dample the land mortgaged is actually sold after. Feb. 21, 1876.

HON. R. B. VANCE.-A correspondent writing us from Washington says: "Hon, Hence, where A executed a mortgage to R. B. Vance, of North Carolina, Chairman to many millions of dollars, has been absorbed by the owners of the patents, who have been already sufficiently well paid for the benefit conferred upon the community: and it is not intended to grant them any further power for extortion."

The Hon. Mr Vance is an old mountaineer. a man of will, strong in debate, and we can assure the people of the 9th Judicial District that their interests are being carefully watched in every respect .- Shelby Banner

# New Millinery Old well - established House MRS. QUERY.

MRS. QUERY is now receiving her Spring and Summer Millinery and Fancy Goods, which will include all the latest styles and novelties of the season. The reputation of my House for elegant and fashionable Millinery is too well known to need comment. My stock the present season will be complete, and will be replenished every week during the season with new, fresh and fashionable goods as soon as they appear in New York, from the most reliable Importers and Manufacturers in New York, Philadelphia and Baltimore, and will be sold as low for Cash as the same quality of goods are sold by anybody. Ladies will find in my house the

### Only Exclusive Stock

Of Ladies, Misses and Children's Goods in the city, A full stock of Ladies, Misses and Children's Hats and Bonnets in all the latest styles in shapes and materials, Flowers, new shades Silks, Laces, &c., Ornaments and Ribbons of all kinds. All kind of Notions and Fancy Goods for Ladies and Children at as low prices for Cash as they are sold retail any. where in the United States.

Ladies having work done at my Establishment must expect to pay the bill when the work is done, as on no other terms can I do their work. I am Agent for the celebrated DOMESTIC April 3, 1876. MRS. P. QUERY.

E. C. R. U.

#### ALEXANDER, SEIGLE & CO. Announce the largest, cheapest and most attractive

Our stock of Embroidery is perfectly splendid, other shades. Ask to see "Lady Jane" Ruffling E.C.R.U. shade. Ask to see the Night Gown goods. Ask to see that magnificent stock of Piques, cheaper than ever sold here. Ask to see the Marsalia goods.

Our stock of Dress Goods, Prints, Cottonades Cassimeres, Ready-made Clothing, Hats, Domestics, &c., is large and complete.

ALEXANDER, SEIGLE & CO. April 3, 1876.

## WILSON & BLACK. CHARLOTTE, N. C.

We have now in store a full stock of White Lead

Baker's, Moller's and Caswell's Cod Liver Oil, Farrant's Seltzer, Tilden's Elix. Iod. Bom. Calc. Com., Brom Chloralum, Hepatine, Seidlitz Powders, Ess. Jam. Ginger, Hoofland's German Bitters, Montgomery Hair Restorer, Horse and Cattle Powders, Baking Powders, Pyrafuge, Tutt's Hair Dye, Jacob's Cordial, Bull's Cough Syrup, and all leading Patent

April 3, 1876. WILSON & BLACK'S.

# Breakfast Tea.

We are Agents for English Breakfast Packet Tea Company. Sold only by Druggists at \$1 per pound. W. R. BURWELL & CO., April 3, 1876. Springs' Corne r

Superior Court-Mecklenburg County. W. H. Neal, Plaintiff, against Charles A. Neal,

The State of North Carolina to the Sheriff of Meck lenburg county-Greeting: You are hereby commanded in the name of the

State to Summon Charles A. Neal, Defendant in the above action, to appear at the next Term of the Superior Court of the County of Mecklenburg, at the Court House in Charlotte, on the 8th Monday after the 4th Monday in March, then and there to answer the complaint of W. H. Neal, Plaintiff in this suit. And you are further commanded to notify the said Defendant that if he fail to answer the said complaint, within the time specified, the said Plaintiff will demand judgment against him according to complaint filed, and for all costs and charges in this suit incurred.

Witness, J. R. Erwin, Clerk of our said Court, at office in Charlotte, this the 28th day of March, 1876. J. R. ERWIN, Clerk of the Superior Court of Mecklenburg

The Defendant in the above stated action is herey notified that if he fail to answer said complaint within the time above specified, the Plaintiff will demand judgment against him for specific performance of contract between him and plaintiff. OSBORNE & MAXWELL,

Attorneys for Plaintiff. THE Southern Underwriter's Association.

HOME OFFICE IN RALEIGH, N. C.

# Cash Capital \$150,000.

ARMISTEAD JONES, President; G. W. BLACK-NALL, Treasurer; R. W. BEST, Secretary. This Company Insures against Loss or Damage by Fire on reasonable terms.

Statement of Condition, March 15th, 1876. Loans on Mortgages, (first liens,) \$108,046 00 County Bonds, (market value,) 27,100 00 4.700 00 City Bonds, (market value,) Cash on hand and in Bank, 10,154 00

\$150,000 00 Total assets,

This is a home institution, chartered by the Legislature of 1875, and is under the control and manage-ment of native North Carolinians. The capital is well invested in the State, and all earnings of the Company will be kept at home, Live, Active, Re-liable Agents wanted in every part of the State. Address the Secretary.

REV. A. SINCLAIR, Local Agent at Char-April 3, 1876.