

The Charlotte Democrat.

W. J. YATES, EDITOR AND PROPRIETOR.
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CHARLOTTE, N. C., FRIDAY, MARCH 22, 1878.

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THE Charlotte Democrat,
PUBLISHED BY
WILLIAM J. YATES, Editor and Proprietor
TERMS—TWO DOLLARS for one year, or
One Dollar and Twenty-five Cents for six months.
Subscriptions must be paid in advance.
Advertisements will be inserted at reasonable
rates, or in accordance with contract.
Obituary notices of over five lines in length will
be charged for at advertising rates.

LAW SCHOOL.
We purpose opening a Law School in the city of
Greensboro on the first Monday in March next.
Our object will be to prepare young men to practice
law in the State and Federal Courts.
Our terms will be the same as those of the late
Chief Justice Pearson, and we will endeavor to
pursue his plan of instruction.
We think this city is well suited for our purpose,
as it is healthy and easily accessible, and a place
where Courts are frequently held.
Board can be obtained at very reasonable rates.
JOHN H. DILLARD,
ROBERT P. DICK.
Feb. 8, 1878.

Dr. JOHN H. McADEN,
Wholesale and Retail Druggist,
CHARLOTTE, N. C.
Has on hand a large and well selected stock of PURE
DRUGS, Chemicals, Patent Medicines, Family
Medicines, Paints, Oils, Varnishes, Dye Stuffs,
Fancy and Toilet Articles, which he is determined
to sell at the very lowest prices.
Jan. 1, 1878.

J. P. McCombs, M. D.,
Offers his professional services to the citizens of
Charlotte and surrounding country. All calls, both
night and day, promptly attended to.
Office in Brown's building, up stairs, opposite the
Charlotte Hotel.
Jan. 1, 1878.

DR. J. M. MILLER,
Charlotte, N. C.
All calls promptly answered day and night.
Office over Traders National Bank—Residence
opposite W. R. Myers.
Jan. 18, 1878.

DR. M. A. BLAND,
Dentist,
CHARLOTTE, N. C.
Office in Brown's building, opposite Charlotte
Hotel.
Glad used for the painless extraction of teeth.
Feb. 15, 1878.

Watches, Clocks and Jewelry.
E. J. ALLEN,
[Near Irwin's corner, Trade Street,]
CHARLOTTE, N. C.
PRACTICAL WATCH-MAKER,
Repairing of Jewelry, Watches and Clocks
done at short notice and moderate prices.
April 17, 1876.

R. M. MILLER & SONS,
Commission Merchants,
and
WHOLESALE DEALERS IN
Provisions and Groceries,
College Street, CHARLOTTE, N. C.
Flour, Bacon, Sugar, Coffee, Salt, Molasses, and
in fact, all kind of Groceries in large quantities
always on hand for the Wholesale trade.
Jan. 1 1875.

J. McLAUGHLIN,
Wholesale and Retail Dealer in
Groceries, Provisions, &c.,
COLLEGE STREET, CHARLOTTE, N. C.,
Sells Groceries at lowest rates for Cash,
and buys Country Produce at
highest market price.
Cotton and other country Produce sold on
commission and prompt returns made.

D. M. RIGLER
Charlotte, N. C.
Dealer in Confectioneries, Fruits, Canned Goods,
Crackers, Bread, Cakes, Pickles, &c.
Cakes baked to order at short notice.
Jan. 1, 1877.

B. N. SMITH,
Dealer in Groceries and Family Provisions of all
kinds.
CHARLOTTE, N. C.
Consignments of Produce solicited, and prompt
returns made.
Families can find anything at my Store in the
Grocery line to eat, including fresh meats.
Jan. 1, 1877.

BURWELL & SPRINGS,
Grocers and Commission Merchants,
Charlotte, N. C.
Jan. 4, 1878.

LEWIS W. BARRINGER,
(Son of the late Hon. D. M. Barringer of N. C.)
Attorney and Counsellor at Law.
436 WALNUT STREET, PHILADELPHIA, PA.
Prompt attention to all legal business. Best
references given as to legal and financial responsi-
bility. Commissioner for North Carolina.
REFERENCES—Chief Justice W. N. H. Smith;
Raleigh National Bank; 1st National Bank, Char-
lotte; Merchants and Farmers National Bank.
March 15, 1878.

DR. RICHARD H. LEWIS,
Raleigh, N. C.
(Late Professor of Diseases of the Eye and Ear in
the Savannah Medical College.)
Refers to the State Medical Society and to the
Georgia Medical Society.
Oct. 12, 1877.

Central Hotel
BARBER SHOP.
GRAY TOOLE, Proprietor, keeps the best
workmen employed, and guarantees pleasure and
satisfaction to customers.
Shop immediately in rear of Hotel office.
June 8, 1877.

**THE South Carolina Committee on
Frauds** are printing their records, and
would astonish the world by their disclo-
sures, it astonishment has not already been
exhausted. According to their exhibit the
African Legislature of 1876 issued pay cer-
tificates to the amount of over a million
dollars, and had 275 porters in their em-
ployment.

A RE-SALE
Of Lot No. 8 (129 Acres) of the Jno. P. Patterson
LANDS, near Davidson College, will take place
at the Court House in Charlotte, on Wednesday,
the 10th of April.
Terms—Cash and balance on 6 and 12 months
credit, with interest, and title reserved until full
payment.

H. P. HELPER,
RUFUS BARRINGER,
Commissioners.
March 8, 1878.

GOLD MINES
For Sale.
By Virtue of a Decree of the Superior Court of
Union county, made at the Fall Term, 1877, I will
proceed to sell on Monday the first of April, 1878,
at the Court House in the town of Monroe, the fol-
lowing valuable MINING PROPERTY, belonging
to the Estate of Hugh Downing, dec'd, viz.:

The Stewart Gold Mine, Machinery, and all the
Fixtures belonging thereto, lying on the waters of
Goose Creek, containing 495 Acres.
Also, the Fox Hill Gold Mine, lying on the waters
of Goose Creek, containing 100 Acres.
Also, the Leonard Gold Mine, lying on the waters
of Goose Creek, containing 734 Acres.
And also one other Tract known as the Long
Gold Mine, lying on the waters of Duck Creek,
containing 50 Acres.
The aforesaid property is valuable for mining
and farming purposes; also, a fine Mill Site on one
of the Tracts.

Terms—10 per cent cash; balance on a credit of
six months, with bond and approved security; no
title to pass to the purchaser until all the purchase
money is paid.
G. W. FLOW,
Commissioner.
Feb. 1, 1878.

FRESH
GARDEN SEED.
We have just received a full supply of Fresh
Garden Seed, which we are offering at both Whole-
sale and Retail prices.

WILSON & BURWELL,
Druggists.
Jan. 25, 1878.

Garden Seed.
A full assortment of Buist's Genuine Garden
Seed, just received. We warrant all seed to be
fresh and genuine from the crop of 1877, at
the lowest market price.
J. H. McADEN'S Drug Store.
Feb. 15, 1878.

Established 1851. Established 1851.
ELIAS & COHEN
Are daily receiving their Spring Stock of
Dry Goods,
Purchased by Mr. Elias in the Northern markets.
Among them 10 Cases New Style and handsome
Spring Prints.
Also, Goods suited to the present season, which
they offer at reduced prices to the Trade.
We are Agents for Holt's well-known and gen-
uine Alarm Clocks.
Winter Goods cheap now to make room for
Spring Stock, wholesale or retail.
Come and see for yourselves.
Feb. 22, 1878. ELIAS & COHEN.

Seed Oats! Seed Oats!!
1,000 BUSHELS Virginia, choice, White
SPRING OATS, just received,
W. W. WARD.
Feb. 1, 1878.

E. G. ROGERS,
FURNITURE DEALER,
Next door to the Post Office,
CHARLOTTE, N. C.
I have opened a full stock of FURNITURE,
comprising all grades,
Common, Medium and Fine,
In the building next door to the Post Office.
This stock is entirely new, and bought at bottom
prices. I will sell low, and all goods will be found
as represented.
Special care will be taken in packing in connec-
tion with the Furniture business.
Charlotte, N. C., Dec. 14, 1877.

1878. HARDWARE. 1878.
KYLE & HAMMOND,
WHOLESALE AND RETAIL DEALERS IN
Hardware, Cutlery, Nails, Iron, Steel,
BUGGY AND CARRIAGE MATERIAL.
A large and well selected stock of first-class
Goods and the lowest prices will tell. The steady
increase of our business is positive proof of this
assertion, and after thanking our customers for their
liberal patronage during the past year, we would
say to all,
That we are determined to sustain our reputation
for low prices and fair dealing, and to keep the best
Stock of Hardware in the State. Don't fail to
call on us.
KYLE & HAMMOND.
Jan. 4, 1878.

FERTILIZERS,
Manufactured by the long tried PATAPSCO
GUANO COMPANY, Baltimore.
No Company has a higher reputation, and no
Fertilizers more popular than the brands now offer-
ed to the farmers of Mecklenburg by
JOHN A. YOUNG,
Office in the Court House.
March 8, 1878.

J. S. MYERS
Has for sale Cedar and White Oak Posts for
fencing; Cedar Posts for Grape Vines, fine Grade
Cattle, Berkshire Hogs, Pine Cord Wood in large
or small quantities; Cheatham Cotton Seed, the
earliest and best of the improved kinds; and the
best native Cotton Seed, partly mixed with the
best varieties.
Feb. 22, 1878. 6wpd.

Family Provisions
Of all sorts—Sweet Yam Potatoes, Eggs, Dried
Fruit, Fish, &c.—at low cash rates. Saur Kraut—
a nice article.
March 8, 1878. B. N. SMITH.

Mormon Wives.
Questions.—1. Is the government of Utah,
especially as regards the civil law ruling in
there, materially different from that in the
other territories?
2. Has each of a series of living wives of a
Mormon, married to him according to
Mormon rite or Utah law, a co-equal right
of dower, either in that territory, or as affect-
ing property the husband may die seized of
in any other part of the United States? If
not, and only the first wife would be recog-
nized in the latter case, what is the legal
standing of the other wives outside of Utah
with regard to the marriage by them con-
tracted in that Territory?
3. How did the suit definitely terminate
brought by one of the late Brigham Young's
wives against him for divorce and alimony?
Was she the first in order of his living wives,
and what sort of Court did she have re-
course to?

Hoping the information sought may in-
terest other readers of your priceless paper
equally as much as the writer. I remain
again
JEALOUS READER.

Reply.—1. The laws of Utah are based
upon the act of Congress approved Septem-
ber 9, 1850, erecting a government for that
territory, and this fundamental basis is not
essentially different from that of other ter-
ritories. The special characteristics of its
law are derived from the acts of the Terri-
torial Legislature, which has skillfully flank-
ed the difficulties likely to arise out of dower
rights through polygamous marriages, by
abolishing dower altogether.
Dower rights are, however, generally gov-
erned by the law of the State where the
property is situated and not by that of the
matrimonial domicile; and accordingly a real
Utah widow might have dower in real es-
tate of her husband situated in New York
State. But she would first have to prove a
legal marriage; and according to the deci-
sion in the case of Eliza Young, it is not
sufficient that the marriage is valid in Utah.
Her suit was in a New York Court, if we
remember correctly, and was for divorce and
alimony, and the decision was that she not
being the first wife was no wife at all, and
therefore not entitled to the relief sought.—
N. Y. Journal Commerce.

A PROPHECIC UTTERANCE.—Amongst the
Circuit Judges recently elected by the
South Carolina Legislature was the Hon.
A. P. Aldrich as Judge of the Second Cir-
cuit. Judge Aldrich occupied a judicial
position in South Carolina for many years,
but in 1868 left the Bench rather than obey
the military authorities at that time ruling
over that State. In retiring from the
bench, Judge Aldrich then said:
"The indignity put upon me is of little
moment, but it almost breaks my heart to
see this grand old State humiliated through
my poor person. But gentlemen be of good
cheer. I see the dawn of a better day.
The great heart of the people of this land
beats to constitutional liberty; and if God
spares my life I will yet preside as a Judge
in South Carolina Courts with my white
unshorn hair. Mr. Sheriff adjourn Court while
the voice of justice is silent."

FRUIT TREES.
At Reduced Rates.
T. W. SPARROW will sell Fruit Trees at re-
duced rates to those who will send or leave their
orders at Jas. H. Henderson's Store, opposite the
Court House, Charlotte, N. C. He has a lot of
Trees for Spring planting and will take orders for
Fall delivery. In his absence, Mr. Henderson will
attend to the business for him.
T. W. SPARROW.
March 15, 1878.

Fertilizers.
20 TONS Preston & Sons AMMONIATED
BONE SUPER PHOSPHATE
at Matthews Depot, C. C. Railway, about the 20th
inst., for sale by
J. McLAUGHLIN & CO.
March 15, 1878.

Absconded.
Cyrus Vance, a white bound boy, left my prem-
ises, 4½ miles from Charlotte, on Wednesday the
13th inst., and so conceals himself that I cannot get
possession of him. He is about 15 years old, spare
built and rather small for his age. I am entitled to
his services until he is 21 years old, and therefore
forewarn all persons against harboring or employ-
ing said boy. Any information concerning him
will be thankfully received.
March 15, 1878. WM. ELLER.

FIRST IN THE FIELD!
AS USUAL.
I have just received a part of my immense Stock
of Gent's and Youth's Clothing and Furnishing
Goods, for the Spring Trade, also a large stock of
Men's and Boys' Hats, the prices of which will
convince you that my motto still is quick sales and
small profits.
March 15, 1878. S. WITKOWSKY.

NEW BUGGIES.
At my Shop in the rear of Wadsworth's Stables,
I have a few nice new Buggies for sale at low rates.
I also make and repair Wagons, Buggies, Car-
riages, &c., and do all sorts of work in my line.
Give me a call.
W. S. WEARN,
In rear of Wadsworth's Livery Stables.
Aug. 31, 1877.

The Rising Sun's Attractions.
The Earth held in its orbit by the attractive powers of
the SUN.
And basked in the light of its controlling Lumina-
ry, sweeps onward and upward in its swift career,
until it comes back to the point where C. S. HOL-
TON has laid in a fresh lot of Fruits, comprising
part Bananas, Oranges, Apples, Canned Peaches,
Pears, Pineapples, Blackberries, &c. Also, a lot of
Canned Vegetables, Fresh Candy, Cakes, Pies and
Light Bread, Coffee, Tea and Spices. Soda and
many other variety of Crackers. Toys for all sized
children, without regard to sex.
All kinds of GROCERIES to meet all demands
of the general housekeeper, put down to equalize
the coming re-energized Silver Dollar, a bright
luminary of "Ye Olden Time."
Feb. 15, 1878. C. S. HOLTON.

Cigars.
10,000 Cigars, selected for the retail trade, just
received by
WILSON & BURWELL.
Feb. 22, 1878.

Co-education of the Sexes.

[From the Philadelphia Medical Times.]
In the report of the board of regents of
the University of Wisconsin for 1877 we
find some statements which bear so directly
upon the interminable discussion as to the
relative capacity of the sexes for mental
labor that we deem them of passing impor-
tance. One of the rules of this University, where
the experiment of co-education has now been
carried on for some years, requires a number
of gentlemen not immediately connected
with the institution to be present at the an-
nual examinations and make a report there-
on to the regents. In pursuance of this
duty, their report, after alluding to the gen-
eral facilities for instruction, the apparatus
employed in the several departments, etc.,
expresses the following important conclu-
sions: The young women sustained the
tests of examination at least as creditably
as the young men, and excelled in the pre-
cision and promptitude with which they re-
sponded to questions. The board of visitors,
however, were deeply impressed with the
appearance of ill health which most of the
girls presented, and it did not seem to them
probable that by mere coincidence so many
young women should be congregated to-
gether offering this peculiarity. The hy-
gienic condition of the University being ex-
cellent, they were compelled to look else-
where for the cause, and believe that they
have found it in the fact that the curriculum,
requiring both classes of students to be sub-
jected to the same systematic training, makes
no allowance for those periods at which wo-
men require more or less complete physio-
logical rest. They allude to overwork as a
cause of anemia, and add: "It is this very
condition of bloodlessness which is so notice-
able in the women of the University at this
time; the pallid features, the pearly white-
ness of the eyes, the lack of color, the want
of physical development in the majority,
and some absolute expression of anemia in
very many, all indicate that demands are
made upon them which they cannot meet."
The President of the University, in a tone
of ill-concealed wrath, after thanking the
board of visitors for not allowing their criti-
cal acumen to suffer by disuse, regretting
that they have reopened a controversy
which he considered closed, and remarking
that "to be pushed back into the water when
we have just reached the shore, is trying!"
an undoubted truism—attempts to refute
their assertions.

The Church of the Strangers in New York.
When the Baltimore Conference of the
Methodist Episcopal Church, South, was in
session, the Rev. C. F. Deems visited it.
The Sun says:

"Rev. Dr. Deems, by invitation, gave
briefly a history of his work in New York.
His church was independent. The Apostles'
Creed was his simple faith; the pastor held
all the authority and God the rule. In ten
years he had received 870 members, of whom
560 now remain. All shades of opinion
were among his congregation, from the
strictest Calvinism to the last stage of lib-
eral orthodoxy, but there had never been
the slightest jar or discord. There was no
church debt. New York is an excellent
watering place, and he spent his Summers
there. His greatest harvest time was in
those months when most other churches
were closed. He preached the same old
Methodist sermons that he did when a mem-
ber of Conference, and always found the
most effective to be those he had preached
to the colored people while riding a circuit
in North Carolina. When a sermon of his
was quoted in the papers it was sure to be
one of his "colored sermons." He thanked
God for the wonderful and unexpected suc-
cess he had attained."

SAD CASE IN NEW YORK.—Mary Pfeiffer,
a wife and mother, who was arrested last
week for shoplifting, made confession to a
long series of crimes at her trial, and claimed
that she had stolen to keep her husband,
who was out of employment, and her child
from starving. When Justice Moore im-
posed sentence, he told the distracted woman
that she had confessed to crimes sufficient
for him to send her to the State prison for
eighty years. She was sentenced to the
Penitentiary for three and a half years.
Soon after, while awaiting transfer to the
Penitentiary, she was found almost insens-
ible from the effects of laudanum, and a bot-
tle half filled with the drug, which some
acquaintance had surreptitiously given her,
was found in her pocket. Her life was saved
with difficulty and her first feeble words
were: "You've stopped me this time, but
I'll make an end of my life yet. I'll never
serve my time out."

OUTDONE BY A BOY.—A lad in Boston,
rather small for his years, worked in an of-
fice as errand boy for four gentlemen who
do business there. One day the gentlemen
were chaffing him a little about being so
small, and said to him:
"You never will amount to much, you
never can do much business, you are too
small."
The little fellow looked at them and said:
"Well, as small as I am, I can do some-
thing which none of you four men can do."
"Ah, what is that?" said they.
"I don't know as I ought to tell you," he
replied. But they were anxious to know,
and urged him to tell what he could do that
none of them were able to do.
"I can keep from sneezing!" said the
little fellow. There were some blushes on
four many faces, and there seemed to be
very little anxiety for further information
on the point.

A MOTHER'S LOVE.—A mother whose cry-
ing infant made the sermon of her pastor
almost inaudible was going from the hall
when the clergyman spoke up, saying, "My
good woman don't go away. The baby
doesn't disturb me." "It isn't for that I
leave, sir," was her reply, "it's you disturbs
the baby."

Digest of N. C. Supreme Court Decisions.

[Reported for the Bal. News by Walter Clark, Esq.]
By Smith, C. J.—Blount vs. Barker,
from Rowan.—In an action for the tortious
conversion of property, the statute of limi-
tation runs from the date of such conver-
sion, and not from its discovery by the
owner.

Where a case has been decided in favor
of the defendant on the plaintiff's appeal, as
here—No. 96—by sustaining the plea of the
statute of limitation, the Court will not
pass upon the exceptions of the defendant,
to the rulings of the Court in regard to the
evidence and to the charge to the jury.

By Smith, C. J.—State ex. rel. Cox vs.
Britt, from Robeson.—In a bastardy case,
where the examination of the woman before
a Magistrate was read in evidence, the testi-
mony of the man, offered to show that he
had never had any intercourse with her,
was competent, and it is also competent for
him to sustain his testimony and to rebut
hers, to show by another witness that about
nine months before the birth of the child
the woman had intercourse with another
man and that such intercourse was habitual;
also to show by the midwife present at its
birth that the child resembled such other
man. If State vs. Bennett, 75 N. C. 305 is
to be considered as authority, the evidence
as to the woman's intercourse with another
man is still rendered competent under that
decision by the defendant's own oath that
he had never had any connexion with the
woman.

By Smith, C. J.—State vs. Patterson,
from Northampton.—If there is no evidence
or if the evidence is so slight as not reason-
ably to warrant the inference of the de-
fendant's guilt, or furnish more than mat-
erial for a mere suspicion, it is error to leave
the issue to be passed on by a jury and they
should be directed to acquit. If how-
ever there is evidence proper to be sub-
mitted to the jury, they alone must weigh
and determine its credibility and sufficiency.
Where it was proved that lint cotton was
stolen from some bales at night, and bags
containing cotton like that taken from the
bales were found concealed near the place,
the defendant being seen the same night
hid behind a wood pile near by and also
recognized by his voice; it also being
proved that about a month afterwards two
bags, similar to those in which the other
cotton was found, and with the same marks
upon them, filled with the same sort of cot-
ton, were found concealed in a crib in pos-
session of defendant, under some cotton
seed, about a mile from the place of the
theft, no explanation being given by him;
Held, The evidence was properly submitted
to the jury, and they alone must determine
its sufficiency. The Judge who tried the
cause not having exercised his power of
setting aside the verdict, this Court cannot
disturb it. State vs. Kent, 75 N. C. 311,
differs from this case, in this, that there the
bacon found was a different kind of bacon
from that stolen.

By Smith, C. J.—Bass vs. Bass, from
Halifax.—I. Where a testator devises all
his property, real and personal, to his wife
"to be disposed of by her, by will or in any
manner she may direct" and the wife died
without having made any disposition by
will or otherwise. Held, The widow took
an absolute estate and not an estate for life
only with power to dispose of the reversion,
and at her death the property goes to her
next of kin, hence a daughter of the hus-
band by his wife will inherit no part of the
estate.

II. Some of the defendants being infants
without general or testamentary guardian
on whom process could be served, came into
Court and accepted service. Held, This
could not be done and proper parties not
being before the Court no judgment can be
rendered and the above expression of opin-
ion by the Court is only made to facilitate
the settlement of the estate.

By Smith, C. J.—Gulley vs. Barden,
from Sampson.—Where the plaintiff em-
ployed the defendant to sell sewing machines
for him and took a bond with sureties for
the payment of the wholesale or agents'
price, for all machines sold by said agent
and the return of all not sold in as good
order as received; and the defendant offer-
ed to return some of the machines, which,
being injured the plaintiff refused to re-
ceive. Held, The plaintiff is not entitled
to refuse the injured machines and to re-
cover their full value, but his measure of
damages is the difference in their value (es-
timated upon the basis of the contract
price) in the condition when received by
the defendant and their value upon the same
basis, when offered to be returned.

By Reade, J.—Stato and Cannady vs.
McCullers, from Wake.—A prosecutor can
be ordered to pay costs where the prosecu-
tion is frivolous and malicious, and he can
be imprisoned therefor if he fail to pay.
Neither a fine nor costs inflicted as a pun-
ishment are a debt within the meaning of the
clause of the Constitution in relation thereto.
There is nothing cruel or unusual in
requiring a prosecutor who fails in his prosecu-
tion to pay the costs and to be imprisoned if
he do not pay them.

By Reade, J.—State vs. Jenkins, from
Burke.—Where the meat stolen belonged to
a Railroad and was in its possession in its
depot for the purpose of feeding its hands,
an indictment laying the property in the
depot agent who had no property in it and
who had nothing to do with it, except to
give it out to the railroad hands to eat and
to keep the key of the house, is fatally de-
fective. Such agent is not a bailee and in-
deed can, himself, commit larceny of such
property. This is true of a servant or
agent of any kind who has no property in
the thing stolen, although, he may have the

possession. It is otherwise if he has a prop-
erty, general or special. Smith, C. J. and
Kodman, J. dissenting.

By Rodman, J.—Dobson vs. Simonton,
from Iredell.—Where the complaint alleges
that a corporation was never organized,
that judgment against it are nullities; and
that the executor of the alleged cashier is
wasting the assets; and there is a prayer
to declare the judgments against the al-
leged bank void; to declare its supposed
assets part of the estate of the cashier, who
it is alleged was really the bank, and to re-
strain the judgment creditors of the bank
from proceeding to collect, and the execu-
tor of the cashier from paying any debt of
the bank or of her testator; and for an ac-
count of her receipts and disbursements;
judgment creditors allege in their answer
that the bank was substantially organized
under its act of incorporation; that the
officers held themselves out as such and the
bank did business for years under its cor-
porate name; and that they relying on such
representations became its creditors; both
sides admitting that if there was a bank, it
has now voluntarily dissolved. Held, That
it is a clear case for the appointment of a
Receiver and the injunction should be con-
tinued until the hearing. The issues of fact
must be submitted to a jury unless the parties
agree to submit them to a Referee.
The case is to be remanded; neither party
recovering costs in this Court.

By Reade, J.—Brunhild vs. Freeman,
from New Hanover.—Where defendant ex-
ecuted notes to A, who assigned them to
plaintiff as collaterals before maturity, and
defendant executed new notes for half the
amount to plaintiff as he alleges, and as
found by the jury, on a promise to surren-
der the old notes to him, which plaintiff did
not do, but returned them to A, and the
Court charged that on that state of facts
the plaintiff, whose action is brought on
the new notes, could not recover. Held,
That it was error for the Court to leave out
in its charge consideration of the further
fact which was proven and not denied, that
after the making of the new notes the de-
fendant and A made an arrangement of their
matters and went together to the plaintiff,
whereupon by consent, the old
notes were destroyed.

By Reade, J.—Mabry vs. Erwin, from
Buncombe.—By the law, as it stood before
the C. C. P., a regular judgment could not
be set aside after the term of the Court at
which it was rendered. Such is still the
law except that under C. C. P. a regular
judgment may be set aside for mistake, in-
advertence, surprise or excusable mistake
of the party against whom it is rendered if
the motion is made within one year after its
rendering.

An irregular judgment, i. e. one rendered
contrary to the course and practice of the
Court, may be set aside at any time. A
judgment by default final upon a former
judgment, or decree in equity, is not ren-
dered irregular by plaintiff not making pro-
fer of said former judgment as required by
C. C. P., sec. 217, as that is suspended by
the act suspending the Code, Batt. Rev.
ch. 18. Such judgment not having been
recovered before the Clerk, but given by
the Court in term time, is in all respects
regular.

By Reade, J.—Hanner vs. Graves and
Building & Loan Association, from Guilford.
—A referee's report allowing the defendant
corporation, in settlement of a mortgage
given to it by one of its members, the
amount of its loan with interest and money
expended for insurance on the property,
deducting only what was paid as instal-
ments, is unexceptional. A point made on
the argument as to the status in the cor-
poration of the other defendant, which is not
involved in the consideration of the referee's
report, and which does not appear in the
exceptions, will not be considered.

By Reade, J.—Bunting vs. Jones, from
Wake.—Where the plaintiff bought and
paid for land and had the deed made to the
defendant under a verbal agreement that
concurrently with the making of the deed
the vendor, the defendant and his wife were
to execute a mortgage to the plaintiff for
the amount of the purchase money, and A
made and executed the mortgage, but his
wife refused to join. Held, The plaintiff is
entitled to a judgment for the amount of
the purchase money and a sale of the land
to pay it. The deed from vendor and the
mortgage from defendant being concurrent
are considered one act and dower and
homestead rights did not vest in the wife.
The title did vest, but not in Jones, but
"Like the borealis, see
That sit ere you can point their place."
It passed directly to the plaintiff. Even if
this were not so, plaintiff's money having
been paid for the land under such an agree-
ment he has an equity to call for the legal
estate unaffected by dower or homestead rights;
besides the plaintiff's demand is for the pur-
chase money against which the homestead
cannot be set up.

By Rodman, J.—Sossamon vs. Pamlico
Bank and Insurance Company, from Iredell.
—Where there was a provision in a policy
of insurance against fire, "when the prop-
erty herein insured, or any part thereof
shall be alienated, or in case of any transfer
or change of title to the same or any part
thereof or any interest therein without the
consent of the Company endorsed hereon,
&c., &c., this policy shall cease to be bind-
ing on the company," and the insured mor-
gaged the property without the consent of
the Company obtained and endorsed on
the policy, he cannot recover in case of loss.
The condition is neither unreasonable nor
unjust in a policy of insurance, and there is
no reason why it shall not be enforced like
the terms of any other contract.

[Continued on the Second Page.]