

Home and Democrat.

CHARLOTTE, N. C.

Correspondence of the Home-Democrat.

Chapel Hill Notes.

Mr. Editor:—At its appointed time, the second Saturday in January, the Mitchell Society at our University held a meeting of more than common interest.

Prof. DeShweitz reported from his work in the Laboratory of the University, results he had obtained in studying the composition of the water contained in wells and springs at and around the University.

Mr. James Roberts of Newbern, N. C., one of Dr. Venable's students, sent a very creditable essay on the advance, since 1800, in the knowledge of Chemical elements in Nature.

Mr. Herbert Battle, of the State Laboratory at Raleigh, communicated a luminous and satisfactory paper on the Phosphates of South Carolina, with an account of what had been done in discovering such deposits in North Carolina.

The overflowing crowd of last Saturday was most deeply interested in Prof. Gore's lecture on the properties of Radiant-matter—known also as the fourth state of matter—because its phenomena are diverse from those of solids, liquids or gases.

Because of its daily recurrent interest the discussion of the marvellous appearances in our heavens, almost every morning and evening, by Dr. Venable, was listened to with marked attention.

The correspondence of the Mitchell Society shows that the number of its well-wishers and of its co-operators is constantly increasing.

A young lady living in Baltimore injured herself in a severe and shocking way a few days ago by pouring some oil on her teeth before she discovered her mistake.

State News.

A part of the North Carolina exhibit at the Boston Exposition, has, with the consent of the contributors, been assigned to a party in Boston, who has arranged it in a building as a permanent exhibit where it will be seen for years to come.

Rev. W. H. Bobbitt, D. D., the Presiding Elder of the Wilmington District, having failed to get a suitable home in Wilmington, into which to move his family, will reside in Monroe this year.

Mr. A. H. Winters, who lives at the foot of the famous "Bald Mountain," in McDowell county, says that mysterious rumblings can still be heard in the Mountain, and that the shocks can be distinctly felt in his cabin at the base of the "old Grumbler."

POCKET PISTOLS MUST GO.—Legislation attempts to control the sale, by druggists, of deadly drugs and poisons. With equal wisdom should it regulate the traffic in deadly weapons, which every day in the year carry lamentation into some household, and to do so from the facility and cheapness at which such instruments of death are obtained.

The vote of Gen. Soles for Mr. Randall represented as far as we know the sentiment of his constituents in this county and the true sentiment of the party as proclaimed in convention assembled at Raleigh in '82.

A SENSATION.—While a couple were being joined in the holy bonds of matrimony on Thursday of Christmas week at the factory, when the question was asked if any one could show cause why they should not marry, a very pretty young lady handed the officiating minister a note stating that the bridegroom was engaged to the writer.

James Bryant, a colored water at the Gregory House in this city, in attempting to pull off his boots last Monday night, after going home, broke the thigh-bone of his left leg square off just above the knee.

On Sunday morning, the 6th inst., Judge Thos. S. Ashe met with quite a serious accident. He was crossing from the Hotel to the Postoffice when he slipped on the ice and fell heavily to the ground.

Mr. B. J. Clarke who moved his family just one year ago from South Hominia in this county to Anderson county, Texas, returned to his old home on Wednesday with the last survivors of his household, a little girl six years old, having lost his wife and two children within the last three months from the malaria of the section in which he lived.

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Learn the boys a trade. The country needs intelligent carpenters, masons, machinists. Skilled labor commands a good salary everywhere, and especially in the South.

THE A. & N. C. RAILROAD.—The Directors of the A. & N. C. R. R. held a meeting in Newbern on the 11th. When the question of endorsing the action of the stockholders in leasing to the Eastern Syndicate came up a motion to lay on the table was lost by a vote of 5 to 7.

UNION COUNTY AFFAIRS.—The Board of County Commissioners met in regular session on Monday, the 7th inst., when the following business was transacted: The report of the supervisors of election, held on the 20th of December, 1883, on the stock law question, showing that there was a majority in the county of 403 in favor of the stock law, it was ordered that the stock law be declared to be in force in the entire county to take effect on the first day of February, 1884.

Several cases of hydrophobia near Chatham, New Jersey, have been traced back to a skunk bite.

N. C. Supreme Court Decisions.

Fall Term, 1883.

Hardin vs. Wray.—A judge has no power to render judgment after the expiration of the term of court without the consent of parties, except in cases where the law clothes him with jurisdiction at chambers.

Keeler vs. Mauney.—There is no evidence in this case that the plaintiff mortgagee agreed to give his attention to securing and applying the crop conveyed as an additional security for his debt, and the court below erred in not so instructing the jury.

Kinney vs. Laughenour.—In an action by a step-father to recover damages for the seduction of his step-daughter, a recovery cannot be had unless the plaintiff had, at the time, the control of her services. Such action arises by the fiction of the law from the relation of master and servant, and not from that of parent and child.

McCauley vs. Fitchum.—A voluntary deed from an insolvent father to his son, is void pro se as to creditors; where it is made upon fair consideration it is not void, but a rebuttable presumption of a fraudulent intent arises from the close relationship of the parties.

Durant vs. Taylor.—In an action brought in a justice's court by a landlord to recover the crop to secure rent alleged to be due under a contract of lease, the defendant tenant denied the contract and set up title to the land; and it appeared there had been an assignment of the contract to the plaintiff, and an agreement entered into that the defendant should remain in possession of and cultivate the land upon payment of part of the crop as rent.

Where a father, having two daughters executes a deed to one of them, though not founded upon adequate consideration, the deed will not be cancelled at the instance of the other daughter, unless actual fraud or undue influence be shown, and the time of the act performed otherwise the act would not be valid although the party recovers such capacity, unless he afterwards acquiesces in the act or ratifies it.

Overcash vs. Kitchie.—1. Where, in an action to recover land the court submitted an issue to the jury under which the location of a disputed line could be found by them, and refused to submit one proposed by the defendant, as to whether the plaintiff agreed that a procession might run and mark the line and that the defendant might take possession under said agreement, held, no error.

2. The comments of counsel in this case are not of such character as will warrant a new trial. The rule as heretofore laid down approved.

3. A judge, in granting a prayer for certain instructions, may add thereto any explanation as to the law bearing upon the facts embraced in the instructions.

4. One of several tenants in common may sue in ejectment and claim the entire estate, and upon recovery he will be entitled to a deed in such share in common as he shows himself entitled to. But here, there are no facts to support the instruction, asked by defendant, in reference to the alleged tenancy in common.

5. Where there is evidence of a variation of the compass in running a disputed line, and the court submitted it to the jury in connection with the other testimony as to its proper location; held, no error.

Dankart vs. Rinehart and others.—1. A contract, wherein R agrees to sell unto D "any of my black walnut tree, not exceeding fifteen in number, that will girth eight feet six inches in circumference, and under ten feet, at \$2 each; and all trees measuring ten feet in circumference, and upwards, at \$2.50 each," giving the right of way across the vendor's land to fell and remove the timber so required, and to admit parol proof of the identity of the trees.

2. And it was also held competent in an action against the vendor (and those to whom he had sold the land) for specific performance, to inquire whether the vendor had a tract of land on which such trees were to be found; and if he had but one tract which met the requirements of the contract, the identity of the trees could be ascertained by the terms in which they are described—approving Batts vs. Farmer, 83 N. C., 387, and cases in 88 N. C., 293, 297 and 347.

3. If there were more than fifteen such trees on the land, the contract was ineffective to pass title to, unless on account of the uncertainty as to which specific trees were meant, under the ruling in Bland vs. Patrick, 67 N. C., 40. But such question is put out of the way in this case by the offer to prove that there were not fifteen trees upon the land at the date of the contract that answered the description, and the court therefore held that the property in the tree passed to the vendee.

Bank vs. Blossom.—Where the transcript of the record fails to set forth facts necessary to the determination of the case on appeal, it will be remanded, to the end that the same may be supplied, or found by the court below, as the nature of the cause may require. The Code, section 965.

Oborne vs. Leak.—1. A script was offered for probate in the proper court and a caveat entered, and an issue devisavit vel non drawn and the case docketed for trial; the matter was compromised by the parties and by agreement a verdict finding the script not to be the will of the deceased; held, in an action to recover possession of land, the writing cannot be put in evidence as a monument of title, with an unaverred judgment against it in the probate court; nor can the same be set up and established as a will in a collateral proceeding.

Repeal of the Internal Revenue Laws.

The following able argument in favor of the repeal of the Internal Revenue Laws is from the Danville Register:

"Those who oppose the repeal of the Internal Revenue Laws argue the question, if argument it can be called, in a very unfair manner. They strive to make it appear that it is a movement in the interest of free whiskey and cheap tobacco, since those are the only two articles upon which the tax is now imposed, and then they exclaim against the folly of making those articles free while a duty is retained upon such necessities as salt, sugar, rice, &c. This is mere clap-net, and the fallacy of the argument is apparent to the most superficial reasoner.

The tax which is imposed on all other articles is collected in the form of a tariff, or impost duties upon importations, and applies only to foreign productions, while the tax on whiskey and tobacco is a direct tax on home productions. No one wishes to see the tax on imported wines, liquors and tobacco removed, but we do claim that it is unjust to single out the home producers of these articles and impose a burdensome tax on them which is not imposed upon any other class of our citizens.

But perhaps the strongest objection to the tax on these articles is the manner in which it is imposed and collected, and the laws are enforced. It necessitates the appointment of a large army of collectors and their deputies, assessors, gaugers, clerks, deputy marshals, &c., and they enforce the law in a very inquisitorial and tyrannical manner.

It is a gross and annoying tax, and the laws are enforced. It necessitates the appointment of a large army of collectors and their deputies, assessors, gaugers, clerks, deputy marshals, &c., and they enforce the law in a very inquisitorial and tyrannical manner.

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Comparative Cotton Statement.

The following is the cotton statement for the week ending January 10th:

Table with 2 columns: Item, Amount. Includes Net receipts at all U. S. ports, Total receipts to date, Exports for the week, Total exports to date, Stock at all U. S. ports, Stock at all interior towns, Stock at Liverpool, Stock of American float for Great Britain.

Total Net Receipts of Cotton.

The following are the total net receipts of cotton at all the ports since September 1, 1883: Galveston, 478,149 bales; New Orleans, 1,158,627; Mobile, 203,212; Savannah, 555,856; Charleston, 343,445; Wilmington, 77,237; Norfolk, 444,313; Baltimore, 22,027; New York, 64,135; Boston, 17,994; Providence, Philadelphia, 7,847; West Point, 143,651; Brunswick, 6,522; Port Royal, 9,987; Pensacola, 18,275; City Point, 2,214; Indianola, 7,870; total, 3,626,500.

Total Visible Supply of Cotton.

The total visible supply of cotton for the world is 3,397,910 bales, 2,852,210 being American; against 3,200,056 and 2,599,166, respectively, last year. Receipts of cotton at all interior towns 380,245 bales; receipts from the plantations 72,169; crop in sight 4,493,364.

New York Cotton Futures.

The Post's cotton report says: Future deliveries were quiet. After having gained 2-100, sales were made at a decline of 3-100, and at the third call February brought 10.77, March 10.94, April 11.06, May 11.22, July 11.48, August 11.66. Futures closed firm and 1-100 higher.

Arrival and Departure of Trains at Charlotte.

RICHMOND & DANVILLE AND ATLANTA & CHARLOTTE AIR LINE.

No. 50—Arrives at Charlotte from Richmond at 1:58 a. m. Leaves for Atlanta at 2:08 a. m. No. 51—Arrives at Charlotte from Atlanta at 3:28 a. m. Leaves for Richmond at 3:30 a. m. No. 52—Arrives at Charlotte from Richmond at 12:33 p. m. Leaves for Atlanta at 1:12 p. m. No. 53—Arrives at Charlotte from Atlanta at 7:43 p. m. Leaves for Richmond at 8:00 p. m.

CHARLOTTE, COLUMBIA & AUGUSTA.

Arrives from Columbia at 7:30 p. m. Leaves for Columbia at 1:05 p. m.

A. T. & O. Division.

Arrives from Wilmington at 10:30 a. m. Leaves for Statesville at 8 p. m.

CAROLINA CENTRAL.

Leaves for Wilmington at 8:15 p. m., and for Laurinburg at 7:40 a. m. Arrives from Wilmington at 7:50 a. m., and from Laurinburg at 3:40 p. m.

Shelby Division of Carolina Central.

Leaves for Shelby at 8:15 a. m. Arrives from Shelby at 5:40 p. m.

ELIAS & COHEN

HAVE JUST RETURNED

FROM THE

Northern Markets

With a full supply of FALL AND WINTER

GOODS for the

Wholesale and Retail Trade,

And solicit their friends and customers and the general public to examine their Stock if they desire to purchase good Goods at low prices. Particular attention called to our patented

IMPERIAL SHIRT.

The best unaltered \$1 shirt in the United States. These Shirts are made expressly for us, each Shirt bearing our name and sold by no other House in the city. An examination of them will satisfy you that no other Shirt in the market can compare with them both in quality and make.

Gents' Furnishing Goods

A Specialty. Give us a call at Masonic Temple Building.

Sept. 7, 1883. ELIAS & COHEN.

Superior Court, Mecklenburg County.

Wm. M. Shipp to use of J. J. Sims, Plaintiff, against Robt. W. Little and W. P. Little, Defendants.

Affidavit to renew Execution.

W. P. Little, being duly sworn says: That judgment was duly entered in above entitled case in the said Court in favor of Plaintiff against the Defendants above named, that no execution has been issued thereon within three years.

That said judgment remains unsatisfied, but said surety for said Robt. W. Little and W. P. Little has had said Judgment transferred for value paid to Wm. M. Shipp to R. D. Whitley who assigned same to J. J. Sims to use of this affiant. Said Robt. W. Little is a non-resident of this State and resides in the State of Alabama.

Sworn to and subscribed before me this fifth day of December, 1883. J. R. ERWIN, C. S. C.

Superior Court, Mecklenburg County.

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Court Calendar for Spring Terms of Superior Courts for 1884.

[Compiled by the Raleigh Observer.]

FOURTH DISTRICT—Fred. Phillips, Judge Second District, presiding.

*Cumberland—21st Jan. & 26th May.

*Robeson—28th Jan'y and 14th April.

Moore—4th February.

Harnett—18th February.

Bladen—25th February.

Columbus—10th March.

Crabtree—24th March.

Johnston—31st March.

Anderson—28th April.

Richmond—12th May.

*The January terms of Cumberland and Robeson are held by the resident Judge.

FIFTH DISTRICT—A. A. McKoy, Judge Third District, presiding.

Durham—4th February.

Alamance—13th February.

Randolph—25th February.

Guilford—3d March.

Chatham—17th March.

Orange—31st March.

Granville—14th April.

Franklin—28th April.

Person—12th May.

Caswell—19th May.

Rockingham—26th May.

Vance—2d June.

SIXTH DISTRICT—J. C. McRae, Judge Fourth District, presiding.

Mecklenburg—25th February.

Cabarrus—17th March.

Stanly—24th March.

Montgomery—31st March.

Union—7th April.

Lincoln—21st April.

Wayne—28th April.

Cleveland—12th May.

Rutherford—26th May.

Polk—9th June.

SEVENTH DISTRICT—John A. Gilmer, Judge Fifth District, presiding.

Davie—3d March.

Yadkin—10th March.

Davison—17th March.

Wilder—31st March.