From the Raleigh Register.

IMPORTANT DECISION.

We publish entire in another column, under the "Supreme Court" head, the highly able and important decision of that Tribunal, delivered by the Chief Justice, in the test case of the *Bank of the State vs. the Bank of Cape Fear.* It will be seen that the Court pronounce the act, passed at the last session of our State Legislature, making notes redeemable at any Bank at which they may be presented, without reference to the point of issue, *unconstitutional.*—The following is the Act:

CHAPTER XII.

An Act in relation to exchanges of Notes between the several Banks in this State.

SEC. 1. *Be it enacted by the General Assembly of the State of North Carolina, and it is hereby enacted by the authority of the same,* That when any bank or branch, or agency of any bank in this State, shall or may, either directly or indirectly, present for payment any note or notes of any other bank, either at the principal bank, branch or agency, it shall and may be lawful for the said bank, branch or agency to pay the same, or any part thereof, with the note or note of the bank, branch or agency by or for which the demand shall have been made, whether made at the instance of the principal Bank, its branches or agency, without regard to the place where the same shall have been issued or may be payable; and every person or persons who may present the note or notes of the said bank for payment, shall, if required by the cashier or other agent of the bank where said bills may be presented, to, state whether the demand is made for any bank or branch or agency of any bank, either directly or indirectly; and in case such person or persons shall refuse to answer or state for whom he or they make such demand, he or they shall not be entitled to receive any interest whatever on any note or notes of said bank for which payment may be refused.

SEC. 2. *Be it further enacted,* That the bank, branch or agency at which any note or notes shall or may be presented as aforesaid, shall make payment of such note or notes in the note or notes payable at the particular bank, branch or agency, by or for which such note or notes may or shall be presented for payment, if the said bank, branch or agency shall have a sufficient amount of such notes; and if said bank, branches or agency shall not have a sufficient amount of such notes, payment shall be made in such notes so far as the same shall extend: *Provided,* after applying in payment of the note or notes presented, all such note or notes as are payable at the particular bank, branch or agency as the bank upon which the demand may be made shall have in possession, the said bank shall and may pay off the balance of such note or notes so presented in any note or notes on the bank, branch or agency by or for which the said note or notes may be presented, without regard to the place where the same may be issued or payable.

The decision, it will be further seen, affects the issue of notes by any Bank in the State under the denomination of $3.

THE BANK OF THE STATE OF N. CAROLINA, vs. THE BANK OF CAPE-FEAR.

The following opinion was delivered by Ruffin, C. J.

THIS IS ASSUMPSIT on a Bank Note, for $100, dated October 1st, 1844, and payable to P. Rand, or bearer, on demand at the branch bank of Cape Fear at Raleigh: pleas, non-assumpsit and set off; and a case agreed was submitted to the Court to the following effect: The note belonged to the principal bank at Raleigh, and the Cashier, through a notary public, presented it at the branch bank of Cape Fear at Raleigh on the 21st of March, 1851, and demanded payment, and the Cashier of the said branch bank then offered in payment two bank notes for $50 each, issued by the plaintiff and payable on demand, the one to the bearer at the plaintiff's branch bank at Milton, and the other to the bearer at the plaintiff's branch bank at Wilmington, and he refused to make payment in any other way. The plaintiff's Agent refused to accept payment in that mode, and this suit was then instituted. The Superior Court gave judgment *pro forma* for the defendant and the plaintiff appealed.

The defence would not be available at common law under either issue. By presenting the note for payment an action accrues to the plaintiff as the holder: and it is fully settled, that a promissory note made payable in the body of it on demand at a certain place, becomes due only upon presentment at that place. Hence, the offer of the two notes for $50 in payment did not amount to payment nor do they bar by way of set off. There was at one period a conflict of judicial opinions in England, in respect to an acceptance of a bill of exchange, whether if given "payable at a particular place" it was to be considered a general acceptance or a special one, requiring presentment at the place named; and the point was not settled until the opinions of the Lord Chancellor and all the Judges were taken on it in the case of Rowe vs. Young, 2 Bligh 391, and 2 Brod. & Bing. 180. It was there held, that a declaration on such an acceptance was bad, because it did not aver presentment at the designated place. No one of the Judges expressed a doubt, that, notwithstanding some previous *nisi prius* cases, the law was, that, if one promise by his note to pay at a particular day and place, there must be a demand there. Lord Eldon explicitly laid that down as the established law, and he stated the reason to be, that the place stands in the body of the instrument as a part of it, which must be declared on as it is, and proved as described in the declaration. Indeed, it is apparent, that it is an important part of the contract. For, when one engages to pay money generally without mentioning a place for the payment, the law is, that the debtor must seek the creditor, whether the payee or his assignee, and at his peril find him in order to save himself from the payment of interest and an action. By specifying the place both parties are saved the trouble, but especially the maker, as he knows when to take the money to meet his note at maturity. The law cannot be said to be settled in the United States exactly in the same way, as in some, and perhaps most of the Courts a distinction has been taken, that the declaration need not aver the presentment at the place, but the want of it may be alledged as matter of defence, if a loss arose therefrom, and the debtor will be discharged *pro-rata;* as if the note be payable at a bank and the debtor deposit the money there and the bank afterwards fail. Without going through the cases in this country in detail it suffices to refer to that of Wallace vs McConnell, 13 Peters, 36, in which most of them were cited, and considered by the Supreme Court as establishing that rule and it was then adopted. It has indeed been questioned both by Chancellor Kent and Mr. Justice Story, who hold the rule laid down in England to be the true one, according to the plain sense of the contract. But it is not material, which position is right in respect to notes payable at a certain day as well as place; since no one, either in England or here, has supposed, that presentment of a promissory note was not indispensable when, in the body, it is payable on demand at a particular place; which is our case. Even the court of Kings Bench, whose judgment in Rowe vs. Young as to the special acceptance of a bill, was reversed in the House of Lords, held this on demurrer to a declaration by the bearer of a note payable on demand, against the maker, in which presentment at the designated place was not averred. Saunderson vs. Bowes, 14 East 500. The judgment was founded on this; that the maker did not appear to have been in default before suit brought; and that has not subsequently been questioned anywhere. The cases in this country, in which it was held, that the declaration need not aver the presentment of a note payable at a certain day and place, distinctly admit it is otherwise as to a note payable on demand at a certain place. It is expressly laid down in Wallace vs. McConnell, that upon a note of the latter kind the declaration must aver a demand at the place; and Mr. Justice Thompson in delivering the opinion of the Court gives the reason that until a demand the debtor is not in default, and so there is no cause of action. There is, therefore, now no doubt, as to the common law in respect to notes of this kind made by a natural person; that the maker is not bound to pay them until presented at the place, where they are expressed to be payable. And there is no ground for a distinction upon this point between notes made by a natural person and those made by a corporation. The reason is not less applicable to bills of an incorporated bank, payable on demand at different branches; which for purposes of local accommodation the law generally requires to be established upon shares of the capital adequate to meet the notes issued at the respective branches, in respect to which punctuality is of the utmost consequence to the public and is usually enforced under heavy penalties. Every one knows that no individual or bank can at all times and everywhere discharge all outstanding liabilities, due and not due; which would make credit useless. Then, each point of a banking institution having branches, has its own liabilities and must have its own resources; and it can only fulfill its engagements to the public, when left to manage its own funds without impediment from the law. If the funds appropriated to the business at one place, instead of being left for that purpose, may be daily diverted therefrom at the pleasure of the holders of the notes of every other part of the institution, it would be manifestly impossible for the bank and its branches to meet their notes for any length of time. It is therefore apparent, that the provisions in the notes that they are payable on demand at the several branches, is of their essence; and consequently there is at common law no liability on such a note but for not paying it, when demanded according to its tenor.

The defence, however, is not founded on the Common law, but upon an act passed at the last session of the Assembly, entitled "an Act in relation to exchanges of notes between the several banks of this State."—Yet, the discussion of the rule at Common law was not the less needful, in order to a proper understanding of the nature of the contract constituted by notes in this form, and of the operation of the statute, if it be effectual. Its principal provision is, that when a bank or its branch presents for payment a note of another bank, the latter may pay its note with a note or notes of the former, without regard to the place where the same may be payable. It is clear, that the case before the court is within the act, and that the question is, as to its validity. With all respect to the Legislature and every disposition to carry out its will, if reconcilable with the fundamental law, the court is, nevertheless, constrained to declare this enactment to be plainly contrary to the constitution of the United States, and therefore inoperative. It is so both upon the ground, that the act violates a provision of the charter to the plaintiff, and upon the principle, that it interferes with and violates substantive provisions of the notes of the two parties—which can no more be done with respect to the contract of a corporation than that of a natural person. For the court supposes it to be clear law, that corporation is like an individual bound by and may take benefit of the general laws where it is within the reason of them, unless there be particular modifications in the charter. It is not doubted, for example, that a bank is within the statute avoiding usurious contracts, though no restraint, as to the rate of interest it may take, be expressed in the charter. For while there are stringent prohibitions against oppression on the needy by individuals with their limited means, much more must it be supposed to be contrary to the Legislative intention, that banks with their large associated wealth and the power of making the demand for money easy or tight, should be without restraint upon their exactions on borrowers. The charters, indeed usually prescribe a rate of interest or discount. But such clauses have their operation in preventing the effect on the bank of a change of the rate of interest by a subsequent general law, and in making the corporation amenable to the State for a violation of its charter. They do not affect contracts with the banks, because there is no provision in them for the avoiding those on which a greater rate is reserved, but that is left entirely to the general law. Another instance may be stated. It seems certain, that the general statute prohibiting the passing of notes under a particular denomination applies as well to corporate as natural persons, unless there be a provision in the charter express or plainly to be implied, to the contrary. For, the prohibition is founded on a legislative policy to encourage the circulation of metallic coins by preventing the issuing and passing of small notes here; and therefore the reason of the law extends quite as much to banks as to other persons; nay, more, since they can most effectually defeat the public policy. In such a case, therefore, the general law applies, unless it be modified by a plain provision of the charter. Its silence cannot have that effect; since that allows full scope to the general law, and therefore the exemption from the general law must distinctly appear in the charter.—Since, then, the restraints of general laws apply to corporations, when they are within the reason of those laws, unless excepted, so they are entitled to all the benefits of those laws, like other persons, unless excluded therefrom by the charter. It has been already shown, that a natural person is not bound to pay a note, made payable on demand at a particular place, unless or until it be presented there; and that he is not bound to pay at another place, for the good reason, that, except at that designation, he may not be prepared with the means for paying, and may not be able to raise them there without loss. Hence, that part of the note is an essential ingredient in the contract, and a statute, requiring a creditor in his natural capacity to take from his debtor, in payment of a sum due to him at one place, the note of the creditor payable on demand at another place, which had never been there demanded, would be plainly incompatible with those two provisions in the constitution which restrain a State from making anything but gold and silver coin a tender in payment of debts, and from passing any law impairing the obligation of contracts. Art. 1. s. 10. The statute under consideration is likewise within that clause of the constitution. For although that instrument does not mention operations by name, yet they are within it as a part of the general law, for the reason already given; and it has accordingly been repeatedly held throughout the Union, for example, that a legislative charter to a corporation is a contract of inviolable obligation within that instrument, and that a corporation created by a State may sue in the courts of the United States or of another State. The rights and contracts of corporations, therefore, have the full guaranty of the constitution; and consequently this statute cannot be valid, insomuch as it essentially changes the obligation of the notes issued by the plaintiff requiring them to be taken up—in effect, paid—at a different time and place from those at which they were issued; which may be, and in most instances must be, to the prejudice of the plaintiff. Such modes of payment might, doubtless, be required in the charter, and it would then be at the election of the citizens to accept it or not. It is remembered that the late congressional charter of the bank of the United States provided that all the five dollar notes, no matter where made payable, should be paid up on presentment at the bank or any branch. But without a clause of that kind in the charter, the legislature cannot give to the notes of a bank a different effect from that legally arising from their terms when made, so as to work a prejudice to the bank. The plaintiff, therefore, was not bound to take the notes of its branches in payment of the note held by it, because those notes were not then and there due, and because if they had been they were not a constitutional tender. If they had then, or at any time before this action brought been presented at the places at which they were payable and payment could not be got, they would have been available as a set-off. But that was not done, and the case turns merely on the tender of the notes under the act of 1850, at the defendant's banking-house, without their having been presented at Milton or Wilmington. The act thus violates the contracts, constituted between these parties by their respective notes, both in their letter and spirit, and is therefore unconstitutional. Under the same clause of the constitution the act is avoided for another reason. It happens, that in the plaintiff's charter it is expressly provided, "that bills or notes issued by order of the corporation, promising the payment of money to any one or his order, or to the bearer, shall be binding and obligatory on the same in like manner and with the like force and effect as upon any private person, if issued by him in his natural capacity, and shall be assignable and negotiable as if they were issued by such private person." 2, Rev. st. p 69. S. 25. Now, the contract constituted by the charter between the State and the bank, though inviolable according to the constitution, is in fact violated by the act of 1850, since under the circumstances mentioned in it, a force and effect is given to the notes of the bank which differ from that which, as the notes of person in their natural capacity, they would legally have; which cannot be done.

Therefore, the judgment must be reversed, and judgment entered for the plaintiff, on the case agreed, for the principal money and interest from the day of the demand.

☞ A letter from the Mexican Boundary Commission, published in the Providence Journal, gives an account of the abandoned mission of Cocospera, once the richest in Sonora, with its old church, a fine ruin, full of niches for statues and two towers, now tenanted by bats and owls. The orchard still flourishes, and here, on the 5th of October, were apples, pomegranates, peaches, and quinces; the latter, both sour and sweet, in the greatest profusion. The sweet quince is a most delicious fruit, eatable in its raw state, and has all the rich flavor of the sour variety. Further on, in a gorge among rocks, was seen the great cactus, the *cereus giganteus*, which is thus described:

"This monster of the cactus family assumes various forms, sometimes rising in a single fluted column to the height of thirty or forty feet; others, at eight or ten feet from the ground, divide into two or more branches, which turn upward like the prongs of an inverted fork; others again throw off four or more arms, disposed with great symmetry, appearing like giant candelabra.—These covered the rocks on both sides for miles, and among them grew numerous humbler species of the same family, some loaded with rich red fruit, others trailing their snaky branches over the rocks, altogether forming a striking and peculiar vegetation, unlike any thing we had before seen."

☞ The Rev. Whiteford Smith recently delivered an Address before the Societies of Emory College, Ga. Among the constituents of true greatness, enumerated by Dr. S., are the power of Self-Restraint, Industry, Integrity, Courage, Humility, and Religion. In developing the last, he says:

"If we unroll the historic pages and narrowly investigate the mighty names which fame has there recorded—names which live on in the memories of posterity—we shall find that the truly great have never been destitute of some proper sense of religion. True, they may have lived under a dark dispensation, their views of God may have been very inadequate and obscure, and reckoned among the grossest of vices. In Socrates and Plato we look not for the lucid knowledge and bright experience of St. John or St. Paul yet the one fell a martyr to his religious faith, and the other is said to have prophesied of the Messiah's coming. It is religion alone which gives dignity to man, and importance to human nature. Nothing, surely, is so degrading to our nature, and nothing so well calculated to divest man of all nobility of the soul, as the skepticism which question his future existence—the infidelity which consigns the hope of immortality to the grave—and the sensuality which cuts off every aspiration after communion with God. For, what are all the attainments of learning—what are all the triumphs of war—what all the successfull competitions of trade—what all the wealth that avarice can hoard, to give dignity to a dying worm."

SPIRITUAL MANIFESTATIONS.

A number of gentlemen, engaged in the examination of this subject, have been in the habit of meeting from time to time in this city, for the purpose of ascertaining what is true in the matter. They have collected many facts, (if the statements of persons of unblemished character can be taken as proof,) which go to show that the subject is worthy the profound attention and close investigation of the most enlightened and earnest minds. They are of opinion that its facts, from evidences before them, are too numerous and well attested to be annihilated by newspaper witticism, and far too remarkable and varied in their character to be explained by any or all the theories which have ascribed their origin to human fraud and deception. For this reason, and prompted solely by a desire for further proof, and to give every candid inquirer an opportunity for personal investigation, they have taken measures to bring the subject more immediately before the public some time during the next month, of which due notice will be given.—[N. Y. Tribune.

☞ It always gives us pleasure to notice any article that confers a real benefit on the community, and it is with confidence we heartily commend Ayer's Cherry Pectoral to our readers as possessing extraordinary virtues for the cure of diseases incident to the Throat and Lungs. This may account for our frequent reference to this article which we feel fully justified in making known to the public.—*N. Y. Tribune.*

ANOTHER SCIENTIFIC WONDER! IMPORTANT TO DYSPEPTICS.—Dr. J. S. Houghton's PEPSIN, The true Digestive Fluid, or Gastric Juice, prepared from RENNET, or the FOURTH STOMACH OF THE OX after directions of Baron LIEBIG, the great Physiological Chemist, by J. S. HOUGHTON, M. D., Philadelphia. This is truly a wonderful remedy for INDIGESTION, DYSPEPSIA, JAUNDICE, LIVER COMPLAINT, CONSTIPATION and DEBILITY, curing after Nature's own Method, by Nature's own Agent the GASTRIC JUICE. Pamphlets, containing Scientific Evidence of its value, furnished by the Agents gratis. See notice among the medical advertisements.

Obituary.

Died, at the residence of R. M. Alexander, in Gaston County, on the 1st of February, Mrs. SUSANNAH RUDISILL, relict of the late Jonas Rudisill of Mecklenburg County, in the 79th year of her age.

Died,

In this place, on the 29th ult., Mr. JAMES RO[illegible]SON, in the 59th year of his age.

Commercial Record.

CHARLOTTE, MARCH 3, 1852.

Cotton,	7 a 8	Nails,	4 a 0
Apples,	$1 a 00	Iron,	4½ a 5
Butter,	12½ a 15	Salt,	2½ a $0
Beef,	5 a 6	Corn,	90 a $1
Flour, bbl.	$5½ a 6	Meal,	90 a $1
Irish Potatoes,	$1½ a 00	Oats,	50 a 60
Pork,	7 a 0	Beeswax,	20 a 00
Lard,	12½ a 00	Feathers,	25 a 3?
Bacon,	12½ a 00	Bale Yarn,	75 a 00
Sugar,	8 a 10	Sheetings,	5½ a 10
Coffee,	11 a 12½	Tallow,	10 a 12½
Molasses,	40 a 50	Sole Leather,	15 a ?8

COLUMBIA MARKET.

COLUMBIA, FEBRUARY 27, 1852.

COTTON—The advices from Liverpool by the Atlantic, which came to hand here this morning, reporting a decline of ⅛d. on the lower qualities of American cotton, had no effect on prices in our market to-day. The demand was brisk and active, and the current rates of the previous day were freely paid. 361 bales were sold, at 5½ to 7 81 100 cents.—*Columbia South Carolinian, Feb 27.*

CHARLESTON MARKET.

CHARLESTON, FEBRUARY 27, 1852.

"The cotton market is unchanged 1,010 bales were sold to-day, at 6¼ a 8½ cents."—*Reported for Carolinian.*

Slaves at Auction.

ON the 3d Saturday in March, (being the 20th day of the month) there will be sold at public auction, unless previously disposed of at private sale, two likely young Negroes, a boy in his 14th year, and a girl in her 11th year; both likely and in perfect health. The terms will be made very accommodating. Enquire of

A. C. WILLIAMSON, or W. F. DAVIDSON.

March 2, 1852. 6-ts

SAVE YOUR MONEY.

CHARLES P. FREEMAN & CO.

(LATE FREEMAN, HODGES & CO.)

IMPORTERS and JOBBERS.

144 *Broadway, 1 door south of Liberty st.*

NEW YORK.

HAVE now on hand, and will be receiving daily through the season, NEW GOODS direct from the European manufacturers, and cash Auctions, rich, fashionable fancy Silk Millinery Goods. Our stock of Rich Ribbons, comprise every variety of the latest and most beautiful designs imported.

Many of our goods are manufactured expressly to our order, from our own designs and patterns, and stand unrivalled. We offer our goods for NETT Cash at lower prices than any credit house in America can afford.

All purchasers will find it greatly to their interest to reserve a portion of their money and make selections from our great variety of new cheap goods.

Ribbons rich for Bonnets, Caps, Sashes and Belts.
Bonnet Silks, Satins, Crapes, Lisses, and Tarletons.
Embroideries, Collars, Chemisettes, Capes, Berthas, Habits, Sleeves, Cuffs, Edgings, and Insertings.
Embroidered Reviere, Lace, and Hemstitch Cambric Handkerchiefs.
Blonds, Illusions, and Embroidered Laces for Caps.
Embroidered Laces for Shawls, Mantillas, and Veils.
Honiton, Mechlen Valenciennes, and Brussels Laces.
English and Wove Thread, Smyrna, Lisle Thread, and Cotton Laces.
Kid, Lisle Thread, Silk, and Sewing Silk, Gloves, and Mitts.
French and American Artificial Flowers.
Scotch Lace, English, American, and Italian.
Straw Bonnets and Trimmings.

Mar 5 1852. 6-3

☞ Notice.

DEBTORS to the estate of the late Wm. Carson, are notified that unless their notes which have been lying over Twelve months, are renewed either by payments of interest or a new note, by the first of April next, will be put in suit without respect to persons.

JOS. H. WILSON, } Exrs.
WM. JOHNSTON. }

March 3, 1852. 6-2w

Ranger's Notice.

D. J. RANKIN, near Beatties Ford, entered on my books on the 23d of this month, one Iron Gray Filly, about three years old, with a star in her face, and her right hind foot white. Appraised to $15,00.

J. W. MURDOCH, Ranger, for Iredell County, N. C.

February 20, 1852. 6-3

☞ Look Out!

ALL persons indebted to the firm of Steele & Hatty, are hereby notified that unless they pay up by the 1st day of May next, they may expect to be sued. Also persons having open accounts with A. C. Steele for 1851, may LOOK OUT, as it is very important that all accounts should be closed at the end of the year.

A. C. STEELE.

February 24, 1852. 5tM

Town Notice.

ALL persons who resided in the Town of Charlotte on the first day of February, A. D 1852, or who had been principally employed in any profession or vocation in said town for 3 months or more, immediately preceding the said 1st day of February, and who are subject to pay a Poll Tax to the State: and all persons who owned or were possessed of Taxable property within said Town on the said 1st day of February, are hereby notified to give into the Town Clerk a list of their said Polls and Taxable property before the last day of March, 1852.

All persons who fail to give in their Tax list within the time prescribed will be subjected to a double tax.

J. B. KERR, Town Clerk.

March 2, 1852. 6-tf

New-York Sight Checks

FOR sale by H. B. Williams, Agent for the Bank of Camden, S. C.

H. B. WILLIAMS, *Agent.*

Charlotte, March 3, 1852. 6 f

REMOVAL.

A. BETHUNE & CO.

Merchant Tailors,

CHARLOTTE, N. C.

HAVE moved into their New Store, one door East of Spratt & Allison's, on Mint street.

Charlotte, February 25, 1852. 5tf

WILDE'S Daguerrian Gallery.

LIKENESSES

Of all sizes SUPERBLY COLORED, and finished in the BEST STYLES OF THE ART.

WILDE & DAUGHTER,
Granite Row, Charlotte.

Dissolution.

THE copartnership heretofore existing under the firm of Brem & Alexander was on the 10th instant, dissolved by mutual consent. All persons indebted to the firm MUST make immediate payment; and those having accounts MUST settle them by May Court next.

T. H. BREM,
S. P. ALEXANDER.

February 18, 1852. 4tf

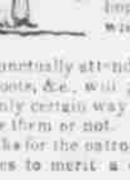
☞ Notice.

WILLIAM JOHNSTON having purchased the entire interest of Saml. P. Alexander in the house of Brem & Alexander, and having formed a copartnership with T. H. Brem, the business will hereafter be conducted under the firm of Brem & Johnston.

T. H. BREM,
WM. JOHNSTON.

February 18, 1852. 2tf

BOOT and SHOE MAKING.



R. A. WHITE respectfully informs the citizens of Charlotte and its vicinity, that he is now prepared to execute all work in his line on the shortest notice, as he has procured the services of several as good workmen as this section of country affords. He has just received a splendid lot of leather suitable for making fine work for Spring and Summer wear, and he hopes to be favored by calls from those wishing such work executed.

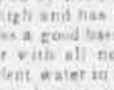
☞ All ORDERS punctually attended to, and those wishing fine Pump Boots, &c., will please give him a trial as that is the only certain way of ascertaining whether he can please them or not.

He returns his thanks for the patronage heretofore received, and he hopes to merit a continuance of the same.

☞ His shop is the south door above the old Journal printing office.

February 18, 1852. 4tf

Valuable TOWN PROPERTY For Sale.



THE subscriber offers for sale his House and Lot in Charlotte, lying on Mint-street, North of the Jail, formerly owned by Miles Hill and lately occupied by Dr. F. M. Ross. The House is two stories high and has 4 rooms with fire places in each, besides a good basement story. The Lot is in good repair with all necessary out houses, a WELL of excellent water in the yard and a good garden. Any one purchasing can have immediate possession.—Persons wishing information, can direct their letters to Leroy Springs, Charlotte, or to the subscriber, at Alexandriana P. O.

JOHN R. ALEXANDER.

February 18, 1852. 4tf

J. W. Bean & Co.,

Saddlers & Harness Makers,

Lenoir, Caldwell co., N. C.,

ARE prepared to execute Jobs with promptness and dispatch, and according to the latest and most improved patterns. Let the public try us.

☞ Shop in the corner on the square between Harper's & Miller's Stores. 1tf

J. A. FOX,

Attorney at Law,

WILL practice in the surrounding Counties. He will attend to the collection of all debts given him in charge. Also to the settling of pension and land bounty claims.

Office—No. 24, Boyd's Row.
Charlotte, January, 1852.

Sale of Unimproved Lots in the Town of Charlotte.

THE Intendant and Commissioners for the Town of Charlotte, will, by virtue of authority vested in them by the Act of Incorporation, offer for sale, to the highest bidder, on the second Saturday in March next, being the 13th day, a number of Lots in said Town, lying mostly in the North East portion, adjoining the lands of Wm. Phifer, Esq. and others; and in the North Western part of said Town, adjoining the lands of Saml Taylor, Wm. Elms and others—the whole numbering some

45 or 50 Lots,

through some of which the Central Rail Road will pass. The above lots will be sold on a credit of six months, with interest from date of Sale, bond and security being given for the same.

J. B. KERR,
Secretary of the Board.

February 18, 1852. 4ts

Final Notice.

AGREEABLY to the provisions of the 12th section of the amended Charter, passed in the year 1848, the President and Directors of the Charlotte and South Carolina Railroad Company will offer for sale, at the ensuing time and place, the following amounts of STOCK, to pay the arrears due by the Stockholders of the said Company owning the said Shares, viz:

25 Shares at the Court House of Mecklenburg county, in the town of Charlotte, on the 12th day of March next.

Those Stockholders who are in arrears are most especially notified to observe the advertisement of the above sales of stock.

EDWARD G. PALMER, President.

February 4, 1852. 2t12d

REMOVAL!

H. B. & L. S. WILLIAMS

HAVE REMOVED

To the Stand formerly occupied by Mr. Drucker, next door to Boyd's Hotel.

Charlotte, February 11, 1852. 3tf

Direct Importation.

DRY GOODS

At Wholesale, in Charleston, S. C.

C. & E. L. KERRISON & CO. have, and are continually receiving by every arrival,

CHOICE GOODS,

which they are prepared to sell at a small advance on the sterling cost. A look at their

DRESS GOODS

will well repay the trouble. Their Stock of

HOSIERY

is large and complete, and in

PRINTS

many styles will be found, not generally kept in their market.

C. & E. L. KERRISON & CO.
North West Corner of King and Market Sts.

February 6, 1852. 3tf

Selling Off at Cost.

IF you want GOODS cheap, give us a call, and we will insure you BETTER BARGAINS than you have ever had offered you in this market.

H. B. & L. S. WILLIAMS.

Charlotte, February 11, 1852. 3tf

Clock and Watch Repairing.

REMOVAL.

R. W. BECKWITH has removed his SHOP to the house lately occupied as the Hornets' Nest Printing office, where he will be pleased to serve any one who may have work to do in his line.

February 11, 1852. 3tf

20,000 YARDS of heavy 4 4 DOMESTICS, at 7 cents per yard, CASH.
6 4 BROWN SHEETINGS at 11 cents.
BLEACHED SHIRTINGS, lower than ever and plenty of them.
1,000 yards of Adams SHIRTINGS, at 4 cents.

Bale Yarn,

any quantity and at any price, wholesale or retail.

H. B. & L. S. WILLIAMS.

Charlotte, February 11, 1852. 3tf

NOTICE.

To the Merchants of Western North Carolina.

WE are requested to advertise upon the authority of the President of the Charlotte and South Carolina Rail Road Company, that the Road will be at the Depot 4 miles beyond the Nation Ford on the Catawba, between the middle and last of March; and that the Depot there will be ready for the reception of Merchandise.

This Depot is 25 miles from Charlotte, and the river can be crossed at a new and superior Ford, made by the Company, or at Moore's Ferry, both directly on the road.

☞ That Merchants may be apprised of this convenience and shortening of distance for waggon freight, the newspapers in this State from Concord and Salisbury westward, are requested to insert this notice.

Charlotte, February 11, 1852. 1tm

Cloths & Cassimeres,

A LARGE LOT, which we are selling off at COST. Call before they are all gone, if you want something fine at a small cost.

H. B. & L. S. WILLIAMS.

Charlotte, February 11, 1852. 3tf

Office of North Carolina Rail Road,

GREENSBORO' 27th January, 1852.

PROPOSALS will be received at this office until the first day of April next, for the delivery of sills for the North Carolina Rail Road from Charlotte to Salisbury.

The sills to be eight feet long, to be hewn on two sides—which sides must be parallel—to be eight inches thick and show eight inches heart in the hewn sides, the other two sides to be barked or hewn.

The sills to be of good white or post oak and subject to the inspection of the engineers after delivery on the road. The delivery to be the latter part of the present or beginning of the next year, and not to be paid for until inspected and received.

The bidders will name in their bids, the price per sill, the sections on the road on which they propose to deliver their sills, which sections will be pointed out to them by the Engineers on the Road.

The section stakes being 100 feet apart, twenty sills will be placed at a convenient point near each section stake, and twenty sills at fifty feet from the stakes and so put up as not to damage by lying on the ground.

The sills to be got during the present Winter or next Spring.

J. M. MOREHEAD,
President N. C. Rail Road.

3.10

CALICOES.

4,000 YARDS at Cost and Carriage—best styles, qualities and colors. Call soon or there will be none left.

H. B. & L. S. WILLIAMS.

Charlotte, February 11, 1852. 3tf

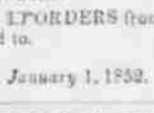
☞ Dissolution.

THE firm of Wriston & Rigler is this day dissolved by mutual consent. All persons indebted to the firm are requested to call and settle between this and April Court, or they may expect to pay cost, as the business of the firm must be closed.

WRISTON & RIGLER.

January 1, 1852. 2-tAc

Removal.



THE subscriber having purchased the whole of the

Tin and Sheet Iron SHOP,

has removed it to the house of R. H. Brawley, nearly opposite J. B. Kerr's Hotel, where he hopes to see all of his old customers and friends, as he is determined to sell Tin Ware lower FOR CASH than it has ever been sold in Charlotte, either by the Wholesale or Retail. Those wishing to purchase would do well to give him a call before supplying themselves elsewhere.

☞ All kinds of COUNTRY PRODUCE taken in exchange for work or ware.

☞ JOB WORK, such as Roofing, Guttering, Stove Pipes, &c., done at the shortest notice.

☞ ORDERS from a distance punctually attended to.

SAM'L. T. WRISTON.

January 1, 1852. 2tf

CANARY SEED for sale.

T. J. HOLTON.

A. C. WILLIAMSON,

Attorney at Law,

CHARLOTTE, N. C.

WILL practice in this and the adjoining counties and will attend to all professional business entrusted to his care. Office on Tryon street, below Boyd's old Tavern.

Charlotte, January 26, 1852. 1tf

State of North Carolina,

MECKLENBURG COUNTY.

Court of Pleas and Quarter Sessions, January Term, 1852.

William C. Beaty, Administrator of Moses S. Beaty, dec'd. vs. Stephen R. Turner and Clarissa his wife, James Bartlett and Betsy his wife, Augustus Stough and Mary his wife, Susan Beaty and Rebecca Beaty, Thomas Beaty, Moses Watkins and Cornelia his wife, James M'Kay and Jane his wife and Angeline Beaty. } Petition to sell Land.

IT appearing to the satisfaction of the Court, that Thomas Beaty, Moses Watkins and Cornelia his wife, James McKay and Jane his wife and Angeline Beaty, defendants in this suit, are not inhabitants of this State. *It is therefore Ordered by the Court,* that publication be made six weeks in the North Carolina Whig, that said defendants be and appear at the next Court of Pleas and Quarter Sessions, to be held for the county of Mecklenburg, at the Court House in Charlotte, on the 4th Monday in April next, then and there to show cause (if any they have) why this Petition should not be granted.

Witness, Braly Oates, Clerk of our said Court, at Office, the 4th Monday in January, A. D. 1852.

B. OATES, c. c. c.

Printer's Fee $5 62½. 18

State of North Carolina,

MECKLENBURG COUNTY.

Court of Pleas and Quarter Sessions, January Term, 1852.

North Carolina Rail Road Company vs. Jane Houston, George W. Houston, W. L. Houston, John H. Houston, Saml. H. Houston, William C. Houston and Thomas B. Houston. } Petition to condemn Land.

IT appearing to the satisfaction of the Court, that John H. Houston, Samuel S. Houston, William C. Houston and Thomas B. Houston, defendants in this suit, are not inhabitants of this State. *It is therefore Ordered by the Court,* that publication be made six weeks in the North Carolina Whig, that said defendants be and appear at the next Court of Pleas and Quarter Sessions to be held for the county of Mecklenburg at the Court House in Charlotte, on the 4th Monday in April next, then and there to show cause, (if any they have) why this Petition should not be granted.

Witness, Braly Oates, Clerk of our said Court, at Office, the 4th Monday in January, A. D. 1852.

B. OATES, c. c. c.

Printer's Fee $5 62½. 18

☞ Notice

HAVING qualified as the Executor of the last Will and Testament of Mrs. Susan Smartt, dec'd, all persons indebted to the estate are required to come forward and make payment; and those having claims are required to present them within the time prescribed by law, or this notice will be plead in bar of their recovery.

S. H. ELLIOTT, *Executor.*

January 23, 1852. 2t

Valuable Land FOR SALE.

THE subscriber will sell upon reasonable terms, a first rate Cotton Farm, containing about 250 acres, in Providence Settlement, about one and a half miles from the Rail Road Depot. [illegible] timbered.

A. C. WILLIAMSON.

Charlotte, February 4, 1852. 2t

MRS. MARY FORTIER,

Milliner and Mantua Maker,

HAS returned to Charlotte to revive her former pleasant acquaintances, and she hopes also, her former flourishing business. She is now prepared to render entire satisfaction in her line of business to all who may favor her with a call, as she has recently returned from the North where she has been engaged, for a period of more than twelve months, improving the character and style of her work.

She has taken a room in the house lately occupied by Mr. Parks, North of the large brick building.

Charlotte, Jan 26, 1852. 1tf

CHERRY PECTORAL

For the Cure of

COUGHS, COLDS, HOARSENESS, BRONCHITIS, WHOOPING-COUGH, CROUP, ASTHMA, AND CONSUMPTION.

Many years of trial, instead of impairing the public confidence in this medicine, has won for it an appreciation and notoriety by far exceeding the most sanguine expectations of its friends. Nothing but its intrinsic virtues and the unmistakable benefit conferred on thousands of sufferers, could originate and maintain the reputation it enjoys. While many inferior remedies thrust upon the community, have failed and been discarded, this has gained friends by every trial, conferred benefits on the afflicted they can never forget, and produced cures too numerous and too remarkable to be forgotten.

While it is a fraud on the public to pretend that any one medicine will infallibly cure—still there is abundant proof that the CHERRY PECTORAL does not only as a general thing, but almost invariably, cure the maladies for which it is employed.

As time makes these facts wider and better known, this medicine has gradually become the best reliance of the afflicted, from the log cabin of the American peasant, to the palaces of European Kings. Throughout this entire country, in every State, city, and indeed almost every hamlet it contains, CHERRY PECTORAL is known as the best remedy extant for diseases of the Throat and Lungs, and in many foreign countries, it is coming to be extensively used by their most intelligent Physicians. In Great Britain, France and Germany, where the medical sciences have reached their highest perfection, CHERRY PECTORAL is introduced, and in constant use in the Armies, Hospitals, Alms Houses, Public Institutions, and in domestic practice, as the surest remedy their attending Physicians can employ for the more dangerous affections of the lungs. Also in milder cases, and for children it is safe, pleasant, and effectual to cure. In fact, some of the most flattering testimonials we receive have been from parents who have found it efficacious in cases particularly incidental to childhood.

The CHERRY PECTORAL is manufactured by a practical Chemist, and every ounce of it under his own eye, with invariable accuracy and care. It is sealed and protected by law from counterfeits, consequently can be relied on as genuine without adulteration.

We have here endeavored to furnish the community with a medicine of such intrinsic superiority and worth as should commend itself to their confidence—a remedy at once safe, speedy and effectual, which this has by repeated and countless trials proved itself to be; and trust by great care in preparing it with chemical accuracy, of uniform strength to afford Physicians a new agent on which they can rely for the best results, and the afflicted with a remedy that will do for them all that medicine can do.

Prepared and sold by JAMES C. AYER, Practical and Analytical Chemist, Lowell, Massachusetts.

Sold in Charlotte, by Fox & Orr; in Salisbury, by Summerell & Powe; and by Druggists and Dealers in Medicines everywhere.