THIS PAPER
published every afternoon, Sundays excepted by
JOSH. T. JAMES,
EDITOR AND PROPRIETOR.

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The paper will be delivered by carriers, free of charge, in any part of the city, at the above rates, or 13 cents per week.
Advertising rates low and liberal.
☞ Subscribers will please report any and all failures to receive their papers regularly.

New Advertisements.

Bargains ! Bargains !!

Brown & Roddick,

45 MARKET STREET.

WE ARE OFFERING the balance of some ODD LOTS of Dry Goods at prices that MUST attract the attention of

Every Close Buyer !

Previous to taking an account of our stock we are offering these

Extra Inducements

in order to clear them all out.

Dress Goods
ALL REDUCED !

Printed Linen Lawns formerly 12½ now 10.
" " " " 20 now 15
" " " " 25 now 20

They are the most desirable goods for the present season. The styles the newest.

Ladies' and Gents' Underwear.

Our line is still unbroken and can assure our patrons that it is the interest of all to call and make their purchases now.

Parasols.

Over 300 Sunshades and Parasols.
ALL AT GREATLY Reduced Prices.

GREAT BARGAINS !

In Plain, Striped and Plaid Nainsook Muslins.

Shawls

Roman Striped Shawls, just suitable for the cool evenings. $2 worth $5.

Domestic Bed Spreads.

.00, 1.25 and 1.50, Reduced from $1.25, 1.50 and 1.75. Decidedly the cheapest in the market.

Mourning Dress Goods
A Specialty !

Sole Agents in this section of the country for THE WIDOWS CREPE for the deepest mourning.

Sole Agents for the La Reine Corset, $1 a piece. This is a patented Corset and the bones can be taken out without ripping by means o Silk Lacers.

The Wamsutta Shirts 75c each, 33⅓ per cent. less than the same article is offered either North or South.
Every Shirt is manufactured by ourselves and guaranteed. Cut and made in the warp of the cloth.

CAMBRIC SHIRTS, FULL SIZED, 25c.
No comment required.

Gents' Unbleached Drawers 25c a pair, worth Double.

BROWN & RODDICK,

45 Market Street.

☞ We make no misrepresentations in order to effect ANY sale.
july 27

Grand Family Excursion
ON
Steamer PASSPORT
TO
MR. HAMMIE'S PLANTATION !

THERE WILL BE AN EXCURSION given by the Ladies of the DORCAS SOCIETY of St. Paul's Evangelical Lutheran Church, on

Thursday, August 15, 1878.

First Boat leaves - - 7 o'clock A. M.
Second Boat leaves - - 10 o'clock A. M.
First Boat returns - - 5 o'clock P. M.
Second Boat returns - - 9½ o'clock P. M.

Dinner and supper, with other refreshments, furnished on the grounds. A full attendance is solicited. Tickets, round trip, 50 cents; children and servants, 25 cents. Tickets can be obtained from the Committee, at Mr. L. Vollers' or Mr. M. J. Dingelhoef's stores.

COMMITTEE—John Haar, Jr., A. Adrian, F. P. Bailey, M. J. Dingelhoef, C. H. Stemmerman, Wm. H. Gerken, L. H. Vollers, Henry Borneman, Wm. Oetersen, Wm. Ellerbrook. aug 10

Notice.

THE BOARD OF COUNTY COMMISSIONERS will be in session during this week, for the purpose of Revising the Tax List and the valuation reported to them, and to complete the Lists by computing the tax payable by each person, and affixing the same opposite his name.

JOHN G. WAGNER,
aug6 Chairman of Board of Commissioners.

ADVERTISE IN THE
WILMINGTON (Weekly) JOURNAL
Office corner Water and Chestnut streets, up stairs.

THE DAILY REVIEW.

VOL. 3. WILMINGTON, N. C., MONDAY, AUGUST 12, 1878. NO. 164

LOCAL NEWS.

New Advertisements.

MUNSON—A Few White Vests Left.
A. D. CAZAUX—Baltimore Steamship Line.
BOATWRIGHT & McKOY—Family Groceries.
A. D. CAZAUX—Clyde's New York Steamship Line.
See ad American Cotton Tie Supply Co.
Read Dauchy's new ads.
S. JEWETT—Stationery and Fancy Goods.
P. HEINSBERGER—Try It.
J. C. MUNDS—Imperial Granium.
GILES & MURCHISON—The Standard.
C. W. YATES—School Books.
O. P. MEARES, Agent—For Rent.

For other locals see fourth page.

It looks to us as if business is a little more lively on our street than it has been for a month or two past.

Look out for the eclipse this evening which will occur just about the time we go to press, but we don't think you will see much of it.

The colored people seem bound to enjoy all the health-giving pleasures to be derived from 'scursions both to the ocean and to the country. One 'scusion left this morning per steamer for Smithville and another left on the W. C. & A. train, for some place in the country.

Notice.

The attention of merchants and others using cotton ties is called to the advertisement of the American Cotton Tie Company in our issue of this date. The business of this company has been much interfered with by parties manufacturing pieced ties without the license of the Court, and if a decision in their favor be given by the Supreme Court, they are determined to bring suit for damages against all using their ties other than those licensed by the Company. We would therefore caution our merchants and dealers to act with care and caution and to avoid trouble obtain their supplies of the American Cotton Tie Co.

Arrest of a Forger.

LeGrand Barber, colored, was arrested Saturday night upon the charge of forgery and committed to jail to undergo a preliminary examination before Justice McQuigg this morning. Barber presented an order Saturday evening purporting to be signed by Gabriel Richardson, at Capt. Beck's store, on the corner of Sixth and Red Cross streets, where Richardson had credit. Hardly had the order been presented when Richardson stepped in and Barber was arrested. He stated Saturday night that the order had beengiven to him, but this morning acknowledged he forged the name of Richardson.

The men are both colored, and worked together in the employ of one of the railroads. Barber was committed to jail to await a trial at the next term of the Criminal Court

Rev. Cutter Crawford.

The Revenue Cutter, *Crawford* arrived this morning. She has been ordered here on temporary duty and will remain here until the *Colfax* is returned to this station The *Crawford* is commanded by Capt. Glover and among his deck officers we were pleased to see Lieut. Simmons, formerly of the *Colfax*. Engineer Owens, who was stationed here a few years ago, is with the *Crawford*. The vessel is said to be the fastest one in the service. We welcome Capt. Glover and his staff to Wilmington and trust their stay among us will prove to be a pleasant one.

Vienna Rolls.

To one quart of flour add two teaspoonfuls of DOOLEY'S YEAST POWDER, sift thoroughly, put in a little salt, and rub a tablespoonful of lard or butter through the flour; use enough sweet milk for a soft dough, roll out and cut with a round cutter; fold over like a turn-over, wetting the edges with milk to make them adhere; wash over with milk to give them a gloss, place in a pan so they will not touch each other, and bake fifteen or twenty minutes. They are delicious.

Consumption Cured.

An old physician, retired from practice, having had placed in his hands by an East India missionary the formula of a simple vegetable remedy, for the speedy and permanent cure for consumption, bronchitis, catarrh, asthma, and all throat and lung affections, also a positive and radical cure for nervous debility and all nervous complaints, after having tested its wonderful curative powers in thousands of cases, has felt it his duty to make it known to his suffering fellows. Actuated by this motive, and a desire to relieve human suffering, I will send, free of charge, to all who desire it, this recipe, with full directions for preparing and using, in German, French, or English. Sent by mail by addressing with stamp, naming this paper. W. W. Sherar, 149 Powers' Block, Rochester, New York. aug 12-4w

Supreme Court Decisions.

The following are among the decisions announced in the Supreme Court on Saturday, as we find them in the Raleigh *Observer:*

Heyer vs Beatty, from New Hanover. Affirmed.

Action under Landlord and Tenant act to recover possession of land, heard on appeal from Justice of the Peace, before Moore, Judge, at January term, 1878, New Hanover Superior Court. The same case was before this Court at a former term (see 76 N. C., 28.) Being remanded the defendant amended his answer and specifically denies that the defendant entered into possession as tenant of the plaintiff. The jury found that the defendant was plaintiff's lessee and holds over and refuses to surrender the possession. The detendant moved to dismiss for want of jurisdiction and on refusal of the motion, appealed.

Held, That the motion to dismiss was properly refused.

State ex rel. Humphrey vs. Humphrey, from Onslow. Affirmed.

Civil action tried before Eure, Judge, at Spring Term, 1878, Onslow Superior Court.

The action is upon the bond of plaintiff's guardian, the defendant being the only solvent surety. The guardian is dead and his administrator has wasted his estate to an amount sufficient to pay the sum due the plaintiff. The defendant insisted that as sufficient assets came to the hands of the guardian's administrator to pay the debt, he is not liable on the guardian bond, although the administrator wasted the estate and the other sureties are insolvent. His Honor gave judgment for plaintiff and defendant appealed.

Held, That it cannot now avail the defendant surety to prove that the guardian is dead and his estate insolvent, any more than it would, if the guardian were alive to prove that he was solvent and able to pay; or, if the guardian were dead, that his estate was solvent and able to pay. It is unfortunate for the defendant that the administrator wasted the intestate guardian's estate and that the other sureties are insolvent, but his undertaking when he signed the bond was that he would suffer before the ward should, and he is now only performing that undertaking. If he had performed it earlier, he might have saved himself out of the estate which the administrator has wasted.

—

State ex rel. Hewlett vs Nutt; from New Hanover. Reversed.

The action is by the Treasurer of New Hanover against the defendant as surety of the Clerk of the Superior Court of the amount of taxes on civil suits (imposed by Revised Code chapter 28, section 4,) which he failed to pay over as required by law, and for a penalty of $500 for such failure. On the defences interposed by the defendant, judgment was given for him and plaintiff appealed.

The defendant insisted that the statue under which the Clerk collected the taxes on suits, had been repealed by the Revenue Act of 1858-59; he did not collect them by virtue or color of his office.

Held, That the Revenue Act of 1858-'59, or any like act, does not embrace the act imposing tax on suits, unless specially mentioned.

The second ground of defence was that the statute in question is void under the Constitution, which requires taxes to be uniform.

Held, That the tax in question is not such as is required to be uniform.

The third defence was that the Constitution requires the courts to be open to suitors, and that its spirit is that suits shall not be burdened. *Held*, that it is not a tax upon suits, but upon the losing party in a suit, and is a penalty for his false claimor.

The fourth defence is that the tax being without authority of law, the clerk collected them in his own wrong and not by virtue of his office.

Held, The statute authorizing the tax is in full force; but if it were not, the defendant would not be allowed to deny the authority of a statute which he assumed to be in force, and under which he received money and refused to pay it over.

The fifth defence: that the $500 penalty is barred by the statute-one year.

Held, That the objection as to that is well taken. C C P, sec 35.

The sixth defence: That the clerk collected $2 on each suit, whereas he ought to have collected only $1,

Held, That defendant clerk as *clerk* collected the tax by virtue of his office, and it is just that the defendant shall pay it.

The seventh defence was that the county treasurer is not the proper person to sue,

Held, That the statute expressly provides that the money shall be paid to him and that he shall account for it. His right to sue is not ousted by Bat. Rev, ch 31, sec 9.

RODMAN, J.:—

Oldham vs Kerchner, from New Hanover; affirmed. (Smith, C. J., *dissentiente.*)

Civil action heard before Moore, Judge, at January Term, 1878, New Hanover Superior Court.

The plaintiff being indebted to the defendant, and the owner of a mill, contracted with the defendant as follows : the defandant should deliver to the plaintiff corn to be ground, enough in quantity to pay off the said debt of plaintiff at 8 cents per bushel of meal delivered to defendant, and plaintiff agreed to grind all corn delivered to him under the contract at that price. Under this contract the defendant sent corn to the plaintiff's mill and credited plaintiff with the price of grinding, for a few months, and then notified plaintiff that he would not send any more corn, and demanded payment of the balance of his debt. The jury found that the difference between the 8 cents per bushel which defendant agreed to pay and the actual cost of grinding to the plaintiff was five cents per bushel : and that the quantity of corn that the defendant ought to have delivered under the contract was 20,430 bushels. Judgment was given for plaintiff for $1,021 50, and defendant appealed.

During the trial the defendant asked the Court to submit this issue : "Was getting payment of the judgment, the defendant's sole inducement for making the contract ?" which was refused.

Held, That there was no error. What the inducement or motive to the contract as distinct from the consideration was, was immaterial.

The defendant also asked this instruction : "That the profits which plaintiff would have made if the contract alleged in the complaint had been fully carried out, are not the proper measure of damages ; that the plaintiff is only entitled to actual damages, and having offered no proof of such is entitled to only nominal damages." The Court refused the instruction, but told the jury that the measure of damages was the difference between the contract price and the cost of grinding.

Held : That there was nothing in the evidence to which such a doctrine was applicable. If it had appeared that plaintiff's mill had, after defendant's refusal to send corn, in fact received, or but for plaintiff's refusal would have received, a quantity of custom sufficient to disable him in whole or in part from performing his contract with defendant, such a fact ought to have gone in diminution of plaintiff's damages, and the judge ought, if requested by defendant, so to have told the jury. But it did not so appear on evidence and no such instruction was asked. The plaintiff proved all that was incumbent on him to prove, the case here stating that "he was ready, able and willing to give the whole amount of corn necessary to pay the judgment at the contract price." When the plaintiff proved a breach of contract and a loss resulting from it, the burden of proving anything in diminution of damages lay upon the defendant.

—

Swann et al vs Myers et al, from Columbus, motion allowed.

This was a motion by Myers, one of the defendants, to remove the action to the Circuit Court upon the ground of prejudice or local influence, Act of Congress, 2d March, 1867. The plaintiffs are residents of North Carolina and all the defendants except Myers.

(This case, upon other points, was before this Court at a former term (75 N. C. 585) where the nature of the facts will fully appear.) His Honor refused the motion and the defendant Myers appealed.

Held: That as the other defendants are only nominally so and as there can be a full determination of the case without them (their interests, if they have any, being with the plaintiffs) the defendant Myers is entitled to have his cause removed to the Circuit Court.

—

The case of State vs. Ben Brown, from New Hanover, was affirmed; of W. D. Pearsall, trustee, vs. O. R. Kenan, from Duplin, affirmed; Elisha Porter vs. D. T. Durham, et als. from Duplin, affirmed; and Bank of New Hanover vs. Williams, Black & Co., from New Hanover, affirmed. There are no digests published, as yet, of the opinions filed in these cases.

From the Raleigh *News* we obtain the following:

By SMITH, C. J.

103. McNeill vs Chadbourn, from Robeson.

The act "concerning the inspection of lumber in the city of Wilmington," private acts 1874-75 chap. 155, leaves the owner of lumber at full liberty to make his own contract of sale and see to its execution. He cannot sue to recover an additional sum, alleged to be due if the timber was measured under the provisions of the act, after having assented to and received pay by the usual mode of measurement.

The court especially calls the attention of the profession to the requirement of sec. 301. C. C. P. and the necessity of always sending up a statement of the case and a list of exceptions.

By RODMAN, J.

108. *Wilson* vs. *James*, from New Hanover.

The doctrine of estoppel between landlord and tenant does not arise so exclusively out of contract that it cannot be applied to one who is incapable of binding himself by a contract. Hence a slave, who rented a lot in 1863, and paid rent till 1865, when the United States troops arriving he refused longer to pay rent, and disclaimed being a tenant, is nevertheless estopped by his acknowledgment of the landlord's title from now denying it and putting him to the proof. The executed contracts of a slave were not void, though perhaps voidable at the pleasure of the owner. If an executed contract be disaffirmed by a party under a disability to contract, he must, in general, put the other party in *statu quo*.

BY SMITH, C J:

100. *State* vs *Hill*, from New Hanover.

An indictment for wilfully and maliciously injuring a cow, which concludes at common law is defective if it fails to charge that the injury was done mischievously or from malice to the owner. It is defective under the statute if it fails to conclude "contrary to the form of the statute." Allegation of the mal-treatment of a "cow" is not supported by proof of the bad treatment of an "ox." When the allegation of ownership is in "A and others," and the proof is of ownership by "A" alone the variation is fatal. "Live stock" is too general and indefinite a term to use in the indictment. The charge should be as specific as the proof. It is not always safe to pursue the words of the statute.

Restrictions.

PENDER COUNTY, N. C., Aug. 10.

DEAR REVIEW :—We see there is considerable interest and no little agitation manifested in regard to the coming Senatorial election. We very much regret to see that some of our counties at their conventions have passed resolutions restricting their legislative nominees to the support of their individual choice. We condemn all such action and we hope to be able to give reasons sufficient to support our condemnation in the eyes of reasonable thinking men. In the first place, it very materially interferes with the harmonious working of the Legislature in regard to this important matter. In order to illustrate we will suppose that every county pledges her member to the support of her choice, and that every county has a different choice, the result would not be hard to guess at; it would simply place some man in that position who would be incapable of filling it, and possibly might result in the election of a Republican. Secondly, it is a gross and palpable reflection on the election, placing him as it does in the position, either of a rascal or ignoramus, and to show the idea to be a fallacious one we will go further and assert that if the counties have a right to instruct their members as to their action in this matter, they have the same right to direct them in all other matters of jurisprudence concerning the interests of the State. If it is necessary to instruct our members in regard to their action, then what need have we of talent, what difference does it make whether an elector be a scholar or a ninny. It is a palpable reflection on the people themselves, showing as it does their utter inability to find a man worthy of their trust, or that they are not capable of making a selection. We feel proud of Pender's choice for the House, and we feel prouder to know when he leaves for Raleigh that he will go untrammeled as the wind, and with the full confidence of all his constituents. Yours, Z.

Wilmington District.

Appointments for Quarterly Meetings made by Rev. L. S. Burkhead:

THIRD ROUND.

Bladen, at Bethlehem.....Aug 17-18
Cokesbury and Coharie Mission, at Bethel.....Aug 24-25
Clinton, at Salem.....Sept 1- 2
Onslow,.....Sept 7- 8
Topsail,.....Sept 7- 8

The earth and all that therein is was refreshed by a fine shower which visited us at about 2 o'clock this morning.

New Advertisements.

PIANO Beautiful Concert grand Pianos price $1696 only $425. Superb Grand Square Pianos, price $1,100 only $225. Elegant Upright Pianos, price $800 only $155. New Style Upright Pianos $112.50. Organs $35. Organs 12 stops $72.50. Church Organs 16 stops price $390 only $115. Elegant $375 Mirror Top Organs only $105. Buyers come and see me at home if I am not as represented, R R Fare paid both ways and Piano or Organ given free. Large Illst. Newspaper with much information about cost of Pianos and Organs sent free. Please address DANIEL F. BEATTY, Washington, New Jersey. aug 12-4w ORGAN

REVOLVER FREE Seven-shot Revolver with box cartridges. Address, J. Bown & Son, 136 & 138 Wood st., Pittsburgh, Pa. aug 12-4w.

SANFORD'S JAMAICA GINGER. The only combination of the true Jamaica Ginger with choice Aromatics and French Brandy for Cholera, Cholera Morbus, Cramps and Pains, Diarrhoea and Dysentery, Dyspepsia, Flatulency, Want of Tone and Activity in the Stomach and Bowels, and avoiding the dangers of Change of Water, Food and Climate. Ask for SANFORD'S JAMAICA GINGER
aug 12-4w

AGENTS WANTED ! Medals and Diplomas awarded for HOLMAN'S NEW PICTORIAL BIBLES
2,000 Illustrations. Address for new circulars A. J. HOLMAN & CO., 935 Arch street, Philadelphia. aug 12 4w

NEW RICH BLOOD !

Parsons' Purgative Pills make New Rich Blood, and will completely change the blood in the entire system in three months. Any person who will take 1 pill each night from 1 to 12 weeks may be restored to sound health, if such a thing be possible. Sent by mail for 8 letter stamps. I. S. JOHNSON & CO., Bangor, Me. aug 12-4w

Imperial Granium.

THE GREAT MEDICINAL FOOD FOR Infants and Invalids.

A fresh supply just received and for sale by

JAMES C. MUNDS, Druggist,
aug10 Third street, opposite City Hall.

Stationery.

FULL LINES OF STATIONERY AND FANCY GOODS for the House, the Desk and the School. No trouble to show goods, at

S. JEWETT'S,
aug 9 Front Street Book Store.

PLEASE NOTICE.

We will be glad to receive communications from our friends on any and all subjects of general interest but :

The name of the writer must always be furnished to the Editor.

Communications must be written on only one side of the paper.

Personalities must be avoided.

And it is especially and particularly understood that the editor does not always endorse the views of correspondents, unless so stated in the editorial columns.

New Advertisements.

The Standard.

THE U. S. Government has again awarded the Howe Scale Company the contract for supplying the Treasury and Custom Departments with Improved Howe Scale, this being the Third Year of the continuance of the contract. For sale only by

GILES & MURCHISON,
38 and 40 Murchison Block.
aug 12-d&w

School Books.

LARGE STOCK! LOW PRICES!
Country teachers and dealers will find it to their advantage to correspond with me before purchasing elsewhere.
Another lot of CROQUET just received and for sale at Bottom Prices.
aug 12 C. W. YATES.

A Few

WHITE VESTS LEFT, at $1.00. A very few Cass. Suits remarkably low in price
aug 12 MUNSON.

For Rent

FROM THE 1st October next, the Store No. 8, situated on the Western side of Front street, two doors South of the Dawson Bank building.
aug 12 1t O. P. MEARES, Agt.

TRY IT !

IT IS THE BEST EVER Brought to this City.

Bates' Heliotrope Water.

A Floral Essence of Exquisite Fragrance.
An exceedingly mild and Pleasant Perfume. For sale only at
HEINSBERGER'S,
Live Book and Music Store,
aug 12 39 and 41 Market St.

Family Groceries !

Every Family in the City
Would do well to Examine
The Large Stock and Low Prices offered by

Boatwright & McKoy
Nos. 5, 7 and 8, North Front St.

They replenish their Stock daily. They sell the Very Best Goods that can be bought in the Northern and Western markets, and are satisfied with Small Profits. Try them and you will be satisfied. They have now in Stock,

50 Bbls. Sugars,
250 Bbls. Fancy Flour,
50 Bbls. Molasses and Syrups,
10 Tierces Hams,
5 Tierces Rice,
25 Firkins Best Butter,
20 Packages Corn Beef,
500 Packages Canned Goods,
All kinds of

Fancy Groceries !

And, in fact, a full supply of everything in their line. Call on them and they will certainly give you a Bargain.

Boatwright & McKoy.
5, 7 & 8 North Front Street.
aug 12-d&w

Notice.

NEW ORLEANS, August 6, 1878.

To the Agent of the "American Cotton Tie Supply Company," and Dealers in Cotton Ties:

WE DEEM IT PROPER, IN ORDER that you may answer probable inquiries, to inform you that the position of this Company in regard to the unlawful character of dealings in so-called second-hand Arrow Ties, has in no manner been modified or changed by the recent decisions of the late Circuit Judge in Rhode Island, and the District Judge of Alabama. Three different Judges of United States Courts have repeatedly decided the use of second-hand Arrow Ties without the License and consent of the owner of the Patent, to be unlawful. In view of this conflict of opinion, the reasoning of the Judges deciding adversely to the Company has been submitted to the most experienced Counsel, and we are advised that the judgments are manifestly erroneous. Both cases have been appealed to the Supreme Court, where, we are advised, the judgments will be reversed.

It is the intention of this Company to hold all persons engaged in dealing in Arrow Ties without its authority strictly accountable for all profits and damgaes, and to vigorously enforce our rights as well under the Arrow Tie Patent as all other Patents owned or controlled by this Company.

We are, yours truly,
AMERICAN COTTON TIE SUPPLY CO.
WM. ANDERTON, Sec'y.
aug 12-law 4w

$66 a week in your own town. $5 Out. fit free. No risk. Reader, if you wants business at which persons of either sex can make great pay all the me they work, write for particulars to H. ALLETT & CO., Portland, Maine. march