THE SENTINEL

JOSIAH TURNER, Jr., Editor.

RALEIGH, N. C.:

SATURDAY, MORNING, FEBRUARY, 8.

THE RALEIGH "NEWS" AND THE STATE PRINTING.

For some time past the columns of the SENTINEL have contained many attacks upon the *News* and those members of the Legislature who awarded it the contract for State printing—some of these articles have been scandalous and uncalled for, impugning the motives of the successful parties and charging upon them all manner of disgraceful means to carry out their object.—*Tarboro' Southerner.*

Fight fair, Mr. Editor. We have studiously avoided assailing the committee or the legislature. It is only the manner of giving out the printing we condemn and denounce.

The Ring and the Pennsylvania Central set up a Democratic paper at the last session of the Legislature to "*break down* or buy out the SENTINEL." In that Democratic paper we were denounced as a rogue who had stolen on the State printing $3,300. We were denounced as a coward. The editor threatened to attack us on the street; he threatened to chastise us. Speaker Jarvis was on intimate terms with this editor and wanted to give him the printing. Of this we did not complain.

The printing was not given to the *Carolinian*, but put up to the lowest bidder, we to bid against the *Carolinian*, backed by the mighty corporation with its $675,000,000.

The *Carolinian* sold out to the *News*. The editor, Wm. A. Hearne, then published a paper in Charlotte called the *Despatch*. The *Despatch* daily repeated its calumnious charges of "thief, coward," &c., upon the editor of the SENTINEL, and at the same time repeated its propositions to buy the SENTINEL. This new paper was aided and encouraged by leading conservatives and democrats in and out of Charlotte. The president of a branch of the Pennsylvania Central paid the expense of running the *Despatch*.

We are told when Hearne moved to Charlotte, though he had sold out the *Carolinian* to the *News*, he moved much of the material of that office to Charlotte, for the *Despatch*. When the *Despatch* broke down the material was moved back to the office of the *News*.

We have been set upon in this manner by the Rings backed by Conservatives and Democrats to make us sell the SENTINEL. We did not sell and that is our only treason and offence to the party. We have said and we believe the same parties who run the *Carolinian* and *Dispatch* now run the *News*. We do not say the editors have any knowledge of it, we know the Ring would keep that knowledge from the editors, after their experience with the *Dispatch* and the *Carolinian*. The monied aid to run the *News* may be furnished by gentlemen of the highest character and position in the State, but behind them is the Ring and the editors and proprietors of the *News* in entire ignorance of it.

Allow us to swear and question the Rings and certain Conservatives and Democrats and we will show who contributed money to run the *News*. If we fail to show it, we will quit talking about the printing, quit the printing business and on bended knees at the office of the *News* beg pardon of its editors for having so grieviously wronged them.

HOW IS THAT FOR HIGH?

Three years ago when the Judges of the Supreme Court, the Governor, the Code Commissioners and the Professors of the University, all in the pay of the State, by virtue of radical and negro rule, wrote communications and editorials for the *Standard*, a lady wrote us that Judge Dick was the author of such an article, Judge Tourgee of such a one, Judge Reddman of another, Brewer and Pool of such, &c.

We answered the editorials by addressing ourselves to the SENTINEL to Judge Reddman or Victor Barringer or other of the hidden editors. The result was a change in the style and character of the *Standard's* editorials. The Judges quit writing.

We do not publish anonymous letters. We always require the name. The letter we now publish is in a lady's handwriting, not known to us; but as it charges no crime, or even impropriety to the gentlemen named, it will do them no injustice for us to publish.

For the Sentinel.

Mr. Editor:

MY DEAR SIR:—If you will call on Mr. Butler, you will learn that Mr. Wyeling and Mr. Craig, both on the committee on printing, were opposed to the *Sentinel* and for the *News* a week or two before the Senatorial election came off. I do not believe either of the gentlemen will deny it; they came to the Legislature in favor of the *News*.

I hope you will publish this, because what I have said I know to be true.

Your friend.

* * * *

MAD.

A mad man is an ugly sight, and a mad Governor uglier. Gov. Caldwell's message to the Legislature in yesterday's paper, is evidently the production of a bad temper and a distempered mind. One of his dearest friends says he is mad with himself for having sent that bill to the Legislature instead of a message. Another says he is mad at himself for having written the "Ostracising" letter. If the Governor continues mad as long as he continues to do foolish things, nothing time will never come.

READING FOR THE MEMBERS.

We publish for your special reading the long letter from T. D. Carter to John B. Hussey. It is all about the much-talked of Western North Carolina Railroad.

WESTERN N. C. RAIL-ROAD MORTGAGE BONDS VOID.

ASHEVILLE, N. C., Jan. 8th, 1873.

John B. Hussey, Esq.:

MY DEAR SIR:—I have prepared an article on the subject of the sale of the E. D. of W. N. C. R. R. I enclose it to you to dispose of it as you see proper. I have been induced to pursue this course in consequence of having noticed your editorial comments on this subject.

I will premise by saying, that I am opposed, out and out, with the lights before me, to the proposed sale and sacrifice of this road. I do not believe that the law, nor the facts, will justify such sale and sacrifice.

If the mortgage debt of the company was created *strictly* in pursuance of the act of the General Assembly, authorizing the creation of the same, (and I take it, the act must be constructed strictly,) then it is clear that the road cannot now be sold under the order of court decreeing a foreclosure, without a palpable violation of that act; and if the mortgage debt of the company was not created *strictly* in pursuance of the act authorizing the creation of the same, then I hold the mortgage is void *ab initio*, in so far, at least, as it fails to conform to the provisions of that act.

The mortgage purports of have been created in pursuance to the second section of an act of the Legislature of N. C., entitled, "An act to enhance the value of bonds to be issued for the completion of the Western North Carolina Railroad, and for other purposes," ratified on the 19th day of December, 1866. The said section of said act reads as follows:

SEC. 2. "*Be it further enacted*, That the President and Directors of said Western North Carolina Railroad Company be, and they are hereby, authorized and empowered to issue bonds of the company, running for such term of years as they may deem expedient, and bearing interest at a rate not greater than eight per cent. per annum, and to make, execute and deliver a deed or deeds of mortgage, conveying the whole or a portion of the right, title and interest of the company in any or all of the estate, both real and personal, belonging to said company, or in any manner pertaining to the same, to the purchaser or purchasers of the said bonds of the company, and conditioned for securing the payment of said bonds at maturity; and also to pledge the profits of said company, or so much thereof as may be necessary for the payment of the interest on said bonds, as it falls due, and said bonds shall be issued by said President and Directors whenever it shall appear to them necessary, for the completion of said road to raise other funds in addition to the State's subscription; and the proceeds arising from the sale of said bonds shall be applied for the purpose of finishing the road to its western terminus."

Now, it seems to me, there can be no room for difference of opinion in regard to the meaning of this section.

1. It authorizes and empowers the President and Board of Directors to issue bonds of the company, to fix the amount to be issued, the term of years they shall run, and the rate of interest they shall bear within the limit of 8 per cent. per annum.

2. It authorizes and empowers the President and Directors to make, execute, and deliver a deed or deeds of mortgage, on the real and personal property of the company, to secure the payment of the bonds at *maturity*; that is, at the end of the term of years fixed as aforesaid.

3. It authorizes and empowers the President and Directors to pledge the *profits* of the company to pay the interest on the bonds as it falls due.

4. It directs that the proceeds arising from the *sale* of said bonds, shall be applied for the purpose of finishing the road to its western terminus.

Thus it may be seen that the powers conferred on the President and Board of Directors are not only specific in their character, but they are clearly defined by the very terms employed. No one I presume, will deny that the company had power, under the act, to issue bonds without limitation as to amount; and in the exercise of this power, they did issue bonds to the amount of one million and four hundred thousand dollars. They had power to say what rate of interest, not exceeding eight per cent., the bonds should bear, and how long they should run; and they fixed the rate at eight per cent. and the first day of January, 1890, as the time of maturity. They had power to make, execute and deliver a deed or deeds of mortgage on the real and personal property of the company to insure the payment of the bonds at *maturity*, that is on the 1st day of January, 1890, and they had power to do nothing more. They did, however, without authority as I believe, make, execute and deliver a deed or deeds of mortgage on the real and personal property of the company to secure the payment of the interest on the bonds as it falls due, as well as to secure the payment of the principal thereof, at maturity. Here then, in my opinion, is a fatal variance in what they did and what they had a right to do. They had a right to pledge the *profits* of the company only, and not the real and personal property, to secure the payment of the interest as it accrues. This is the obvious meaning and almost the identical language of the act itself.

I cannot, therefore, for the very life of me, realize how it can be held by any one that the real and personal property of the company can be sold to secure the payment of the principal of the bonds until the bonds mature; nor should it be sold to pay the interest as it falls due, because the act says, expressly, only the *profits* of the company shall be pledged for the purpose.

The second section of the act referred to, and the action of the stockholders, ratifying, accepting and adopting said act, amending the charter of the company, are both incorporated in the mortgage, or deed of trust, made to secure the payment of the bonds; and this itself is a recognition on the part of the bondholders themselves, of the said act, ratified, accepted and adopted as aforesaid, as the sole authority for the issuing of the bonds at the outset. Hence they have no right to complain if they are held *strictly* to the provisions of the act; nor can they claim it as authority at all, for the validity of the bonds issued in pursuance of it, without accepting it as a whole; and if they accept it as a whole, then only the *profits* of the company are pledged for the payment of the interest as it accrues; and the real and personal property of the company is pledged for the payment of bonds thereof at maturity. It matters not what the mortgage itself may say. That is void absolutely, except in so far as it conforms *strictly* to the requirements of the act of Assembly by authority of which it was made, executed and delivered. This is clear to my mind.

If I were to give an agent special authority to pledge a plantation and the implements of husbandry, stock, &c., necessary to work it, worth ten thousand dollars, for one thousand, payable at the end of five years, and authority also to pledge the rents and profits only for the payment of the interest every six months, at a given rate, it is manifest that everything my agent might do, subjecting me to liability, not in strict conformity to the special powers granted, would be void absolutely; in other words, my agent could bind me to no contract, under the specific powers conferred, that would give the mortgagee the right to sell my plantation, implements, &c., to pay the interest as it might fall due, in case the rents and profits were found to be insufficient for the purpose; unless, perchance, as the mortgagor, there might be apparent and unusual neglect on my part in the management of the farm; and then, by a bare possibility only, and by appropriate proceedings, its management might be given to another, so as thereby the more effectually to secure fair rents and profits. In any event, only the rents and profits could be subjected to the payment of the interest. Certainly the plantation itself, farming implements, &c., could not be sold to secure the payment of the principal until after the maturity of the bonds.

This, in my opinion, fully illustrates the present condition of the E. D. W. N. C. R. R. Company.

Again: it is very questionable whether the President and Directors had any authority to issue *coupon* bonds under the act. Manifestly there is no *express* warrant to be found in the act itself for the issuing of such bonds, nor does it appear to contemplate any such thing, and if the act does not give such authority, I cannot see whence it is derived.

Grant, however, for sake of the argument, that the company had the power to issue bonds, with coupons thereto attached, payable every six months, and that the company failed to pay the coupons as they fell due, then what was the proper remedy for the bondholders? Clearly it was to clip the coupons, sue the company upon them, as upon a promissory note or other obligation to pay, get judgment thereon, and sell at execution sale the equity of redemption in the property mortgaged. I know of no other remedy, and doubt if any other exists. Surely a mere failure to pay the coupons when due cannot operate to mature the bonds before the time fixed for their maturity; and there is certainly no law to foreclose the deed of mortgage, made to secure their payment, until they shall have matured.

I further object to the sale of the road, on the ground that the bonds were not disposed of as, in contemplation of law, they should have been. No doubt, the act of Assembly, in giving the President and Directors power to create the mortgage debt of the company, was, if need be, to raise funds to finish the road to its western terminus, by a fair sale of the bonds to be issued for the purpose. The very language employed shows that a *sale*, and not an hypothecation of the bonds was contemplated. But in answer to this it may be said, that the power to sell necessarily included the less power to hypothecate. As a rule of law in such cases, it may be true, that the greater power conferred and expressed always includes the less power, though the less be not expressed; but before this rule can apply, it seems to me, it must be shown *always* that the less power was exercised *strictly* in conformity to, and in accordance with, the manifest intention of the party conferring the greater power. If this be not the proper application of the rule, then it is clear that agents in almost every case, when so disposed, may abuse their powers as agents, and often to the great injury of their principals.

If, therefore, the President and Directors of the W. N. C. R. R. Company, had power to hypothecate the bonds a sale, it is very doubtful whether they had any power to hypothecate them for a sum less than their market value; but if any less, how much less?

The $1,400,000 in bonds must have been worth in cash $1,000,000 with the large amount of over $4,000,000 in property mortgaged to secure their payment; yet, as I am informed, these bonds were hypothecated for a little over $200,000.

While this last-named sum was not enough, by a large amount, to finish the road to its western terminus, yet it was known to be, in the then prostrated condition of the State's credit, a much greater sum than the company was able to pay for the redemption of the bonds. Thus the manifest intention of the Legislature, in giving the company power to issue the bonds, was defeated. Then, I ask, if the company had power to hypothecate the bonds at all, was the hypothecation made such as one as the act contemplated? Clearly not. Then it follows that the bonds have never yet been legally disposed of; but how far this affects the validity of the bonds, as against the present holders thereof, we shall not attempt now to discuss.

Without regard, however, to law or facts, it is urged by some that the road should be sold as a matter of public necessity; but I do not take this view of the question. I should rejoice exceedingly to see our Western Railroad enterprise carried to that future—that legitimate future—in which the scheme was originally laid by the people of North Carolina, but I am unwilling to see *four millions* of the public property—the people's property—sold and sacrificed for a mere song, and thus go into the hands of a heartless foreign corporation—homogeneous in no respect with the affairs of our people; nor do I know of any law of necessity that will justify such a result so long as it can be prevented. I think, therefore, our legislators should, if it be possible, take some steps at once to prevent the sale of this road. Let them, if they can do nothing more, request the Attorney General, by appropriate resolution, to institute proceedings forthwith on the part of the State to stop the sale; at least, to ask an appeal to the Supreme Court of the United States on the several legal points involved.

How, then, it may be asked, shall we get a railroad? I answer, rather than let this enterprise go into the hands of a foreign corporation, having no sympathy in common with our people, build the road with the labor of the penitentiary convicts. These convicts I am informed, can be fed, clothed and worked with quite as little cost to the State on the railroad as in the penitentiary. Then why not work them to finish the W. N. C. Railroad? This question is certainly well worthy the serious consideration of the Legislature; not only in view of the immense amount of money already expended by the State on the road, but also in view of the prospective importance of the road itself as a great commercial highway.

In the hope of being able to build the road ultimately with the labor of these convicts, I believe the people would willingly submit to a direct tax, sufficient to relieve the road from its present encumbrances, rather than see it sacrificed to the "Pennsylvania Central," and the cupidity of a few unscrupulous individuals who expect to make large private fortunes by the sale of this property. Why, I know one man, to wit, Rufus Y. McAden, who will make perhaps at least a million and a half of dollars, if he should be successful in carrying out his schemes in reference to the W. N. C. Railroad; and this amounts for the letter he wrote, not long since, to a citizen of this town, urging him to get up a petition to the Governor asking him to withdraw his opposition to the sale and also make the newspaper of this place urge him to withdraw. I might name others besides McAden who will make largely by the sale of this road. Should these men be allowed thus to suck the very life blood from the Old North State? She has already been bled nigh unto death and it seems that no amount of blood will satisfy the ravenous nature of these soulless vampires.

If the State's interest of *four millions* or more in the road can be saved by the expenditure of a few hundred thousand dollars, evidently it would be quite a suicidal policy on the part of our legislators not to afford the relief which the facts in the case imperatively demand at their hands. But if our representatives haven't the nerve to vote a direct tax for the purpose indicated, let them at least submit the question to the people as to whether they are willing to be thus taxed. In the meantime, let the sale of the road be suspended until the question can be determined by the people for themselves. This would certainly be much more creditable to our legislators than to stand idly by and see this immense amount of the people's property absolutely sacrified without a proper effort to save it. Place the private property of any member of the Legislature in the same precarious condition, and I venture he would spare no effort to save it. Then if such member would not make the same earnest and determined effort to save the people's property, he is faithless to the high public trust with which he is charged by his constituents, and when he returns to them they ought to hold him to a strict and fearful accountability, and henceforth be very careful not to trust him again as a proper guardian of the public interest.

Yours, very truly,

T. D. CARTER.

DRY GOODS, &c.

J. P. GULLEY & BRO.

Wholesale & Retail

DEALERS IN

Foreign and Domestic Dry Goods, Notions, Boots and Shoes, Hats and Caps, Ladies' Furs and Shawls, White Goods, Ribbons, Cotton Yarns, Plaids, &c.

Corner Fayetteville St. and Exchange Place,

RALEIGH, N. C.,

Offer the following cheap:

Gents' Fine French Beaver Frock Overcoats at $17, worth $22.50.

Gent's French and American Beaver Sack Overcoats $8.50 to $15 and $20.

Gents' Chilchilla Overcoats $12.50 to $18.

Gents' Chilchilla Talmes 14.00, 16.00 and 20.00.

Gents' Common Overcoats, assorted grades, 5.50 to 9.00.

Gents' Cassimere Suits from 10.00 to 30.00.

Gents' Brown and Black Cloth Suits at 15.00 to 45.00.

Gents' Coats, Pants and Vest, at all prices. A good assortment.

CARPETING.

The prettiest 3 ply in the market, and one other piece only. This we will sell cheap.

A fresh stock of T. Miles & Son's

BOOTS AND SHOES

For Gents, Ladies, Misses and Children, all grades. Our brands of Ladies' Morocco Shoes at 2.50 per pair, warranted.

We thank the public generally for their past favors and hope they will favor us with their continued patronage.

jan 10 tf J. P. GULLEY & BRO.

NORTH CAROLINA

JEANS, SATTINETS

AND CASSIMERES.

Just received at

PRIMROSE, PETTY & NEWSOM'S.

dec 9-tf

BOOTS AND SHOES.

BURT'S SINGLE AND DOUBLE SOLE

Hand made—best quality.

HANDSOME FUR SETTS

for Ladies and Misses.

PRIMROSE, PETTY & NEWSOM.

dec9-tf.

MISCELLANEOUS

REAL ESTATE

AGENCY.

The partnership that has for the last years existed between Messrs. KINGSLAND & MILLER having expired the business will be continued as heretofore, under the Raleigh National Bank, by

ANDREW MILLER

who will endeavor to conduct it in a satisfactory manner and to the best advantage of depositors of lots and tracts of lands for sale. His commissions will be, as heretofore, five per cent. on actual sales. No sales no charge.

Mr Miller is constantly selling and offering for sale very eligible buildings in different parts of Raleigh.

Also plantations large and small, wood and timber lands, &c., &c., in any quantity in different parts of the State and at prices correspondent with the times.

He solicits call from buyers as well as from sellers.

Now is the time to buy in North Carolina.

A. MILLER.

Raleigh, Feb. 1, 1873-1m

OXFORD FEMALE SEMINARY,

OXFORD, N. C.

MISS M. E. MITCHELL, Principal.

MRS. E. N. GRANT, Associate Principal.

The Music Department is under the charge of Mrs. W. H. Morrow, well-known as an accomplished teacher of long experience. The Spring Session of 1873 opens January 15. Circulars on application.

References—All friends and pupils of the late Prof. E. Mitchell of the University of North Carolina.

nov13-dlm.

UNDER WEAR.

Our stock has never been so complete as now. Largest Stock and Lowest Prices.

R. B. ANDREWS & CO.,

Clothiers and Gents' Furnishers,

Next Door to Yarbor Hall,

nov19-tf Raleigh, N. C.

INSURANCE.

ENCOURAGE HOME INSTITUTIONS

SECURITY AGAINST FIRE!

THE

North Carolina

HOME INSURANCE COMPANY,

RALEIGH, N. C.

This Company continues to write Policies, at fair rates, on all classes of insurable property.

All Losses are promptly adjusted and paid.

The "HOME" is rapidly growing in public favor, and appeals, with confidence, to insurers of property in North Carolina.

AGENTS IN ALL PARTS OF THE STATE.

R. H. BATTLE, Jr., President.

C. B. ROOT, Vice President.

SEATON GALES, Secretary.

PULASKI COWPER, Supervisor.

June 25-tf.

Papers now advertising for the "Home" will please substitute this for the advertisements already in them.

ÆTNA LIFE INSURANCE COMPANY.

Has over $17,000,000 safely invested.

Has an annual Revenue of over $6,000,000.

Is issuing over 10,000 policies annually.

It is thoroughly established, and its ability to furnish the best security, at lowest price, is not a matter of excitement.

It has paid death losses in this Department, embracing North Carolina and of Virginia, within a fraction of $400,000.

The conditions of an ÆTNA LIFE POLICY are LIBERAL, PRACTICAL, REASONABLE.

All policies are NON-FORFEITABLE after TWO YEARS, except renewable TEN YEAR term policies, and THEY ARE AFTER THREE YEARS LIFE.

Remember that the time will come when you can no longer labor for those you love, and protect them by a policy on your life.

Persons desirous to hold a policy in this well tested and successful company or act as agent, will address,

W. H. CHOW, Manager,

oct9 eod6m&wtm.

NORTH CAROLINA,

Chatham County

In the Superior Court.

Francis Richardson.

vs.

Murphy Perry and wife Emma, John Lewis and wife Mary, Elwood Henderson and wife Jane, M. K. Richardson, Amos Richardson, Jr., J. M. Lindley and wife F. L., Peter Perry and Catherine, W. A. Glenn, Julia A. Glenn, by her guardian, J. M. Lindley.

Petition for Dower.

A summons having been issued from the Superior Court of Chatham county, for the defendant John Lewis and wife Mary, and M. K. Richardson, and returned to the sheriff, "not to be found in my county," and it appearing to the satisfaction of the Court, that said defendants are now residing beyond the limits of the State, It is ordered that publication be made in the "sentinel," a newspaper printed in the city of Raleigh, for six weeks, weekly, summoning the said John Lewis and wife Mary, and M. K. Richardson, defendants, to appear at the office of the Clerk of the Superior Court of said county of Chatham within twenty days after the publication of this summons, and answer the complaint. And let them take notice, that if they fail to answer said complaint within that time, the plaintiff will apply to the Court for the relief demanded in the complaint.

Witness, S. T. Petty, Clerk of said Court, at office in Pittsboro', the 14th day of January, 1873.

jan 19 wtw S. T. PETTY, C. S. C.

STATE OF NORTH CAROLINA, WAKE COUNTY.

In the Superior Court.

Reddin George as administrator of William George, deceased, and Reddin George in his own right,

against

Martha A. George, Catalina Hobson, Joseph Hobson, Emily Helen George and others, the heirs at law of said William George deceased.

Petition to sell the lands of the intestate William George, for the purpose of paying debts. Emily Helen George one of the above named defendants and who is a resident of Pine Bluff in the State of Arkansas, is hereby notified to be and appear at the Clerk's office of the Superior Court of Wake county aforesaid, in the Court House in the city of Raleigh on Monday the 17th day of March next, and answer or demur to the complaint in the said a which has been filed in said office; and let the said Emily Helen George take notice that if she fail to do so, the prayer of the plaintiff will be granted according to said complaint.

Given at office this 14th day of January, 1873. J. N. BUNTING,

Clerk of Sup. Court and Judge of Probate for Wake county.

feb 5-ow6w.

VALUABLE CITY PROPERTY FOR SALE.

By virtue of a Decree of the Probate Court of Wake county, to me directed, I will sell at public auction, at the court house door, in the city of Raleigh, to the highest bidder, on Monday, 24th day of February next, at 12 o'clock m., the following lot or parcel of land, situate in the city of Raleigh, being part of Lot No 122, in the plan of said city, on the East side of West street, adjoining the lands of the state of N. C., and D. C. Murray, formerly occupied by W. E. Pell, containing one-half acre, more or less, subject to dower interest. The dower will be sold to purchaser at the same time for a reasonable compensation.

Terms—$200 cash and the residue payable in 1, 2 and 3 years, bearing 6 per cent interest. Bond and good security required.

GEO. H. SNOW,

Jan 16-td Commissioner.

ANOTHER ARRIVAL.

Just received another supply of

Ladies' and Gents' Arctic Gaiters.

Ladies' and Gents' Snow Excluders.

Ladies' and Gents' India Rubber Shoes and Sandals.

jan9-tf. W. H. & R. S. TUCKER & CO.

IMMENSE REDUCTION

IN

WINTER CLOTHING,

AT

RAMSEY & CO'S.,

29 Fayetteville St.

jan 28-3m

FOR RENT, &c.

HOUSE AND LOT FOR RENT FOR NEXT YEAR.

Eight Rooms, Five Places in each. Gas all over the House. Good well of water on the Lot;

ALSO,

Another House and twenty acres of Land attached, known as the Rex Hospital property. House, four Rooms.

dec14-tf. W. H. JONES & CO.

VALUABLE FAMILY RESIDENCE TO LET.

The commodious family residence of H. A. Depkin's heirs is for rent during the year 1873.

The house contains enough rooms and they are so divided as to accommodate two families. It fronts Martin Street, is about 140 yards west of the post office, has a nice garden of half an acre, all needful outhouses, and a well of fine water in the yard. The premises will be in perfect repair.

For terms apply to

dec 19-tf MOORE & GATLING.

ROOMS TO RENT OR LEASE.

The two front rooms in "Tucker Hall" at present occupied by the North Carolina Land Company will be rented for the year 1873, or will be leased for a series of years.

Apply to

W. H. & R. S. TUCKER & CO.

dec 17-tf

ELEGANT HOUSE AND LOT IN RALEIGH FOR SALE.

Having purchased the elegant property known as IDLEWILD, late the residence of Mr. Kingsland, situated on Newbern Avenue just outside of the city limits, I will sell the same on accommodating terms both as to price and credit.

I am willing to sell the whole, or one acre, including the dwelling house.

KEMP P. BATTLE,

dec 2-tf Raleigh, N. C.

PROCTER & GAMBLE'S

"Light of Day" Brand,

ADAMANTINE CANDLES,

All sizes, also Hotel Candles at Manufacturers prices. Sold by

DAVID T. BUZBY & CO.,

jan 1-3m Baltimore, Md.

WATCHES, JEWELRY,

STERLING SILVER

AND

TRIPPLE PLATED WARE AND CLOCKS.

I have just returned from New York and have purchased a large assortment of the above. My store is full and complete. I have as large a stock as before the war. New, fashionable and handsome.

My assortment of Specta are complete. All kinds from 50 cents to $15, to suit all ages. I want the members of the Legislature and visitors to call and see me at my old Store. Same place for 23 years. Watches and Jewelry repaired. Special attention paid to repairing fine Watches. Jewels set and new pieces made for all Watches. Work warranted 12 months. I will sell cheap for CASH. Don't forget or pass by the big watch near the Capitol and

JOHN C. PALMER,

nov 9-tf Raleigh, N. C.

DIAMOND SPECTACLES.

The Spectacles are manufactured from "Minute Crystal Pebbles" melted together, and are called Diamond on account of their hardness and brilliancy. It is well known that Spectacles cut from Brazilian or Scotch pebbles are very injurious to the eye, because of their polarizing light. Having been tested with the polariscope, the diamond lenses have been found to admit fifteen per cent. less heated rays than any other pebble. They are ground with great celestine accuracy, are free from chromatic aberrations, and produce a brightness and distinctness of vision not before attained in spectacles. Manufactured by the spencer Optical Manufacturing Company, New York. For sale by responsible agents in every city in the Union.

H. Mahler, Jeweler and Optician, is Sole Agent for Raleigh, N. C., from whom they can only be obtained. No peddler employed.

Do not buy a pair unless you see the trade mark. dec 6-d&wly

EXECUTORS' NOTICE.

The subscribers having qualified as Executors of the last will and testament of C. F. JOHNS, deceased, hereby give notice to all persons holding claims against said testator to present them for payment within twelve months from this date, or this notice will be pleaded in bar of any action against the Executors.

Persons owing the estate are requested to make immediate payment as no indulgence will be allowed.

DAVID LEWIS, THOMAS JOHNS, } Executors.

January 28th, 1873-law6w

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