

PENNSYLVANIA STATE COMITY— ANOTHER CREDIT-MOBILIER

A legal friend has placed at our disposal the facts in a case which we propose to utilize for the general reader. As facts are sometimes stronger than fiction, there are also law cases, which in complications become both interesting and instructive. Just at this time, when a Pennsylvania corporation has been shown to have fastened itself upon the great Union Pacific Railroad Company, chartered by Congress and drawn from hundreds of millions, with which a generous country had endowed it, its counterpart, or even humble imitator, must be considered a subject of general interest. Such is the baiting that we propose to draw from the comparative obscurity of a book of law reports—the sixth volume of Kansas Reports. While the corporation at bar, (as the lawyers would say if the case), does not appear to have been as fortunate in its enterprise, it is no mean initiator of the great purchase of Congressmen. Indeed, in some respects, it appears to have been a highly useful and beneficial institution to the great and growing State of Kansas.

But to the growing State of Kansas. On the 17th of February, 1866, the State of Pennsylvania chartered the "New York and California Vineyard Company," with the usual powers of a corporation, and to purchase, hold, improve, sell, etc., real and personal property in all the States of the Union, "except in the State of Pennsylvania." A provision in the charter authorized the corporation to change the name of the institution to any other name, and in due time it was changed to the "Land Grant Railway and Trust Company." On the 17th of February, 1870, by a supplementary act of the Pennsylvania Legislature (the price of a member of which body, according to the quotations of the press of that State, is fifty dollars per head) the "Land Grant," etc., Company was authorized to borrow money in any State, Territory, County, or country, "except in the State of Pennsylvania."

As this corporate body had no powers in the State of the Pennsylvania railroad, it went west, and turned up in Kansas as contractor for the building of the Missouri, Kansas and Texas Railway Company. This was just what the great Mobilier did for the Pacific road; but, as in "a case," although the name is dropped, as we learn from the opinion of Judge Valentine in this case, the great service to the young State of Kansas in constructing the railway named, and thereby developing the resources of the country through which it is located—The Great Credit Mobilier did the same for the United States, and took the profits of the railway company; but whether the Pennsylvania emigrant in Kansas did the same service for the Missouri, Kansas and Texas Company, Judge Valentine does not say, and we are not likely to get the profits. But as a corporation never allows itself to escape, it is safe to say, from what appears in the report, that the Land Grant, etc., Company got a big slice, at least, in the jobs which it operated for the benefit of the new State.

The county of Cass, in the State above said, as provided by the statute, voted to the railroad company the sum of \$300,000 for the construction of said road, and the company, in consideration of the construction, by the Land Grant, etc., Company, of the railroad, assigned their claim to the Cass county bonds, with a large number of other securities, to the Land Grant (intermediate) Railway and Trust Company. The suit was to compel the county authorities to issue and deliver the bonds to the Land Grant, etc., Company. Another matter of practice of land stealing or grabbing is not unusual with Western railroads, or construction companies, that we had, at the moment, forgotten that all the general rules have their exceptions.

But the Pennsylvania Legislature, as it appears, did not provide a remedy to vindicate with, and tell to the Western barons, the legal effect and meaning of this valuable charter. Judge Valentine does not appear to be a competent and successful lawyer, like the late Bar-ber, and, as the matter of how far a corporation may emigrate to, and be deemed a citizen of a State other than the one of its creation, we quote from the language of the court: "A corporation, in order to have a legal or valid existence, must have a home, a domicile, a principal place of doing business, but it cannot emigrate to a body." "And even when a corporation has a legal or valid existence in its own State, its only recognition that other States will give it, is such as the rules of courtesy and comity between States require."

"Under the rules of comity, a foreign corporation may by its agents usually exercise in another State all the powers which it could exercise in its own State, which are not repugnant to the laws and institutions, nor prejudicial to the interests of such other State." "No rule of comity will allow one State to spawn corporations, and send them forth into other States, where said corporations would have no other home, and would not be allowed to do business within its own boundaries." "The truth is, that while this supposed corporation was originally organized for the whole United States, except the State of Pennsylvania, and afterwards by its amended charter of Feb. 17, 1870, for the whole world except Pennsylvania, it had no legal or valid existence anywhere upon the face of the earth. At the very creation of this supposed corporation its creator spurned it from the land of its birth as illegitimate, and unworthy of a home among its kindred, and sent it forth a wanderer on foreign soil. In the State of Kansas, to which it came, it was not recognized as a citizen, or admitted to citizenship in Pennsylvania, to treat this corporation better than its creator (the State of Pennsylvania) has done? It can hardly be supposed so, when we come to see how easily the "corporate" creation has quailed the creation of corporations in our own State." "Charters in Kansas can be created only by general acts, and not special, which this is. The writ was refused on the concurrence of the entire bench.

So that, at least in this case, the Land Grant took nothing by its motion! It is somewhat surprising that where legislators are so cheap (only \$25 per head) the business of manufacturing charters should have been done so liberally; or at least, as we have already intimated, that it should not have occurred to the interfering manipulation that will such a charter a proper judge was necessary arrangements! Let it not be said, "It could not be done." What has the remedy? Let it not be said, "It could not be done." What has the remedy? Let it not be said, "It could not be done." What has the remedy?

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ALFRED WILLIAMS, Book-keeper and Stationer. MISCELLANEOUS. STATE OF NORTH CAROLINA, Chatham County. In the Superior Court.

William H. Burke, Joseph Rosser, John Harrington, Thomas Johnson and wife, Lemina Emma A. Rosser, by her guardian, Joseph Rosser, vs. Stephen H. Rosser, John Burns, A. Barnes. A summons having been issued from the office of the Superior Court of Chatham County, to the defendants, 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, commencing on the 15th day of January, 1873, and continuing until the 15th day of February, 1873, and that the defendants appear at the office of the Clerk of the Superior Court for the county of Chatham, within twenty days after the service of this summons, to answer the complaint of the plaintiff in the above entitled cause, or judgment will be taken against them for the relief demanded in the complaint.

WITNESSES, S. T. PETTY, Clerk of said Court, at office in Pittsboro, the 15th day of January, 1873. J. H. WATSON, S. T. PETTY, C. S. C.

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, J. M. Glenn, by her guardian, J. M. Lindley. Motion for Docket. A summons having been issued from the Superior Court of Chatham County, for the defendants, John Lewis and wife Mary, and M. K. Richardson, and returned to the plaintiff, "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, commencing on the 15th day of January, 1873, and continuing until the 15th day of February, 1873, and that the defendants 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.

WITNESSES, S. T. PETTY, Clerk of said Court, at office in Pittsboro, the 14th day of January, 1873. J. H. WATSON, S. T. PETTY, C. S. C.

ST. CATHARINE'S, ONTARIO, CANADA. THE "STEPHEN HOUSE," AND BATHS. In connection with the celebrated well of RALPH MINERAL WATER. Is now open for the reception of visitors. Persons desiring of engaging board will please address the Proprietor.

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NORTH CAROLINA LAND COMPANY. ESTABLISHED TO PROMOTE THE SALE OF LANDS AND ENCOURAGE EMIGRATION TO NORTH CAROLINA. RALEIGH, N. C. The Company has been in successful operation for over three years, and will continue to buy, sell, lease or Rent Real Estate, upon commission, or otherwise, on the most favorable terms. Parties having lands to sell will find it to their interest to call at this office, or correspond with us, as our facilities for selling are increasing every day. Large tracts are rendered more salable by being divided. This Company is favorably known at home and abroad, as the large number of emigrants it has introduced and located in this State, attests. Parties entering business in their hands have the best assurance that they will be fairly represented. Address all communications to "The North Carolina Land Co., c/o Wm. Scott, Secy., 7-4d-wt Raleigh, N. C."

PROFESSIONAL CARDS. ATTORNEY AT LAW, RALEIGH, N. C. FREDERICK W. WAKE, Attorney at Law, Raleigh, N. C. BATHURLO, EDWARDS & BATHURLO, Attorneys at Law, Raleigh, N. C. W. H. CROW, Manager, Raleigh, N. C.

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W. H. CROW, Manager, Raleigh, N. C. MRS. H. W. MILLER. Having resumed the management of her BOARDING HOUSE, corner of Newbern and Person Streets, requests the patronage of her old friends and the public generally. sep 14-1872

STATE OF NORTH CAROLINA. County of Chatham. In the Court of Probate of said County. L. M. Bray, executor of J. M. Brooks dec'd, and his wife Martha Ann, vs. Maria Brooks, John H. Bray and wife Emily, James M. Brooks, Jack Brooks, Eli L. Shinn and wife's executor, W. H. Brooks and Thomas Brooks. Petition for settlement of the Estate of John M. Brooks, dec'd.

The defendants in the above petition are notified that a summons was issued against them on the 9th day of January, 1873, from the Court of Probate of the County of Chatham, in the office of the Probate Clerk, asking for a settlement of the estate of J. M. Brooks, dec'd; and that, having failed to appear at the time, they are hereby summoned to appear at the office of the Probate Clerk of said county of Chatham within forty days after the last publication of this summons and answer the said complaint, and to their respective attorneys if they fail to answer said complaint within that time, the plaintiff will apply to the Court for the relief demanded in the complaint. W. H. CROW, Manager, Raleigh, N. C.

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MRS. H. W. MILLER. Having resumed the management of her BOARDING HOUSE, corner of Newbern and Person Streets, requests the patronage of her old friends and the public generally. sep 14-1872

STATE OF NORTH CAROLINA. County of Chatham. In the Court of Probate of said County. L. M. Bray, executor of J. M. Brooks dec'd, and his wife Martha Ann, vs. Maria Brooks, John H. Bray and wife Emily, James M. Brooks, Jack Brooks, Eli L. Shinn and wife's executor, W. H. Brooks and Thomas Brooks. Petition for settlement of the Estate of John M. Brooks, dec'd.

The defendants in the above petition are notified that a summons was issued against them on the 9th day of January, 1873, from the Court of Probate of the County of Chatham, in the office of the Probate Clerk, asking for a settlement of the estate of J. M. Brooks, dec'd; and that, having failed to appear at the time, they are hereby summoned to appear at the office of the Probate Clerk of said county of Chatham within forty days after the last publication of this summons and answer the said complaint, and to their respective attorneys if they fail to answer said complaint within that time, the plaintiff will apply to the Court for the relief demanded in the complaint. W. H. CROW, Manager, Raleigh, N. C.

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