

The Great Libel and Conspiracy Case.

**PROCEEDINGS OF SATURDAY
AFTERNOON AND THIS
MORNING.**

Court met Saturday afternoon pursuant to adjournment and the examination of Geo. W. Swenson was continued by the defence.

Q. Did you not say to me at the time that the bank would require the interest to be paid and the note renewed every sixty days, and was not that the reason, and the only one assigned at the time why the bank would not accommodate me? Answer: Mr. Turner was in to see me very often about the matter, and we had so many conversations about it that I can't recollect everything that passed between us. I am inclined to think that I told Mr. Turner if the bank were to make a loan it would require the note to be renewed and the interest paid every sixty days. I did not intend to convey the impression to Mr. Turner that that was the only reason he could not get the money. I stated to Mr. Turner, in substance, that the bank could not accommodate him.

Q. Was there more than two conversations about this particular debt, one when I applied to the bank and another when I brought the note made payable to you? A. Mr. Turner applied to me about the loan to get it from the bank, and I did not mention it to the bank in the full meeting of the board, because I knew the bank would not make the loan, as Mr. Turner's notes had been lying over ever so long. My impression is that we had more than two conversations about this loan.

Q. Did you ever, tell me until now that you never laid my application before the board? A. I never did.

Q. Did you ever ask Mr. Turner to defend or explain or advocate any bill, resolution or motion before the legislature, in which you or any railroad corporation or individuals were interested in? A. I never did.

Q. Was the first money you loaned Mr. Turner soon after he was elected to congress, and did he tell you he wanted it to defray his expenses to Washington? A. I think that is so; the principal money was for that purpose. I may have loaned him \$100 or \$200 before this, but I am not certain.

Q. Do you remember loaning him money in 1867-68 when he was president of the North Carolina railroad to be paid when he drew his salary, and was it paid to Daniel Worth and others for you? A. I made Mr. Turner several small loans during his presidency of the N. C. railroad which he promised to pay from time to time as he drew his salary. These amounts he always paid to Daniel Worth.

Q. Is there anything disreputable, dishonorable, or tainted with dishonor or impropriety in Mr. Turner's transactions with you, whether public or private? A. That's a question I don't know exactly how to answer. I think Mr. Turner has acted badly in some matters. He may think otherwise; I can state a good many circumstances or a good many transactions which have taken place between us. In the first place Mr. Turner borrowed the money with which to buy the Sentinel, He assured me that his father's real estate in the county of Orange was worth \$80,000, and that his father didn't owe anything in his own account, or any other account except security for him, and that this debt was perfectly safe. He said that his father was old and infirm, and that he would bring me a letter from Gov. Graham testifying that his father was of sound mind and capable of transacting business. This letter from Gov. Graham he did not bring. The land on which I promised to advance the money, the \$5,000, was placed in the hands of Judge Merrimon. Just as Mr. Turner was leaving the room, I requested that nothing should go in the Sentinel to damage the credit of the North Carolina state bonds, and we agreed to do so. He made the promise. This land was placed in Judge Merrimon's hands to be held, as I had not then advanced the money.

Q. Do you know anything further disreputable on my part? A. I do not think it exactly right for Mr. Turner to have abused me as he has through the Sentinel before he had paid me the money I loaned him that bought the Sentinel and other money I loaned him. I thought it in bad taste in Mr. Turner to be suggesting questions to the prosecution attorneys when I was here in the habeas corpus matter, after I had done so many favors for him as I had.

Q. Did you not know that my father for thirty years was the owner of large real estate in Orange county? A. I always understood that he owned considerable real estate in Orange county, but never knew anything of its value, except what I learned from Mr. Turner.

Q. Did you not know him to be a man of large landed estate before you talked to me on the subject, or was it not reported? A. As I have just stated it had always been considered that he was a man of large real estate in Orange county. I never knew anything of its value except what I learned from Josiah Turner.

Q. Did I not tell you that the real estate was assessed in 1860 for taxes at \$28,000 or \$32,000, as the clerk of the Orange county court informed me, and the property was worth in 1860 \$80,000 or more? A. I don't recall the exact amount. I have no recollection of his saying anything about the clerk of the Orange county court. After judgment was taken on this note in Orange county, or about that time, I wrote to Mr.

Thomas Webb to learn the value of his father's lands in 1860, and I have a letter at home which if I had time to get will give the value of the lands, the taxation in 1860. The letter will be produced here as a part of my answer.

Q. Did you not state at the time that you were satisfied that the note was good? A. I do not know whether I stated it or not, but I certainly should not have made the loan if I had thought it was not good. I thought it was good because of Mr. Turner's statements.

Q. Did you not tell me to have Gov. Graham, or John Norwood or George Laws to certify to the validity of the note, and did you not afterwards say: "Never mind it," and it was abandoned at my suggestion. A. I have no recollection of anything of the kind, but on the contrary Mr. Turner stated he would bring a letter from Gov. Graham saying that his father was capable of transacting business, and I recollect distinctly Judge Merrimon remarking to me after the note was placed in his hands, and after Mr. Turner had left the office, that he (Turner) had not brought the letter from Gov. Graham.

Q. Did not Mr. Turner tell you, in the first conversation, that he would give a note with his father and Gov. Graham as his securities, and did you not say that the note of his father and four sons would be sufficient without Gov. Graham's name? A. I had forgotten about Gov. Graham's name being security until Mr. Turner refreshed my memory. My recollection is that Mr. Turner did offer to give his father and Gov. Graham as security for the money. In a few days afterwards he said that Gov. Graham would not give security for anybody. Then it was, I think, that he stated he would bring a letter from Gov. Graham stating that his father was of sound mind and capable of transacting business, and it then stated to him that the father of his father had said would be satisfactory.

Q. Did I tell you that Gov. Graham desired to go my securities? A. Yes, that is my recollection.

Q. When I proposed Gov. Graham's name as security, and asked the circumstance that I did not like to ask him, did you not immediately say, "Never mind, your father's note and the boys will be sufficient," and did I not return and bring you the note that you had previously stated would be satisfactory? A. My recollection is, as I before stated, (it is possible that I may be mistaken,) I did regard the note of his father and sons as perfectly good, because of Mr. Turner's statements.

Q. Did you ever propose to Mr. Turner to do for you or any other person any dishonest act, or of doubtful propriety? A. I never did.

Q. Did you ever ask of him any favor, gratuity or reward for yourself or any other person, corporation or firm? A. I never did, unless it was to give me a pass when president of the North Carolina railroad. He may have possibly done so, and if he did I do not remember it.

Q. While you were lending Mr. Turner money in 1865, 1866, 1867, '68, did he not, as president of the North Carolina railroad, cause suit to be brought against you and others for the exchange of bonds, and did not the suit result in a judgment against you and others for some \$20,000? A. The suits were brought as he states. The matter has been finally decided.

Q. Who applied to you for the letters of Mr. Turner from 1865 to 1868, which were published in the Raleigh News, with a card from Walter Clark and J. W. Dunham? A. Col. Clark wrote me a letter, making the request.

Q. Have you got the letter? A. I think I have. I generally keep my letters.

Q. Will you read it to be filed with the papers in this suit? A. I have no objection, if I can suit it.

Q. Did you let Col. Clark have the letters by way of aiding and assisting the News in procuring the public printing? A. I did not know what he wanted with them, or did not know he wanted them for that purpose. I had no objection to his using them if he desired to do so, but I did not desire to take sides in the fight that was then going on for the public printing. I rather preferred that Mr. Turner should get the printing, hoping if he did, it would enable him to pay for the Sentinel.

Q. Did you not allow and agree to the gentlemen named one, or the other, a desire that Col. Clark and the News should get the public printing? A. I may have done so, when I reflected how Mr. Turner had treated me; but I certainly came to the conclusion, that he (Mr. Turner) should get it, with the hope, as before stated, of getting the money, but I did not take any part in the contest, or electioneer with any of the members of the legislature about it.

Q. Have you any doubt that you did so? A. Well, I think I did.

Q. You have told what you know about the purchase and establishment of the Sentinel, now tell what you know personally about the purchase and establishment of the Raleigh News. A. I know very little about it. All I know about the purchase and establishment of the News is this: I was in Raleigh, at the Yarbrough house, and Dr. Blacknell told me Mr. Stone, from Weldon, was here for the purpose of establishing a daily democratic newspaper. There was a good deal said. I don't remember everything that was said. I saw Mr. Turner either in his room or on the stairway, and remarked to him that I understood Mr. Stone was here for the purpose of establishing a daily paper, and I am now giving the substance of the conversation, not the exact words. I told Mr. Turner that I did not think that two daily democratic papers could live in Raleigh; that I thought they ought to consolidate, or be ought to issue to them or sell to Gen. Ransom was a friend of Mr. Turner's and I supposed he was a friend of Mr. Stone's, and that I thought that Gen. Ransom could probably bring about some arrangement of the matter. Mr. Turner said very little, and didn't give me any satisfaction, and I very soon left him; had no further conversation about it. Afterwards, Dr. Blacknell told me Mr. Stone and Mr. Turner could make no arrangements; that Mr. Stone had determined to buy out the Carolina. Very soon afterwards the News was established. I don't remember anything else about it.

Q. Who did you talk to besides Dr. Blacknell about it? A. I don't remember having spoken to any one else. I may, however, have done so.

Q. Do you mean to say that you talked with me about the establishment of the News? A. I mean to say just what I have before stated. I told Mr. Turner that I understood Mr. Stone was here for the purpose of establishing a daily paper, and that I thought they ought to make terms, as two daily democratic papers could not live in Raleigh; he ought to sell, lease or consolidate with them. I think that conversation occurred in Mr. Turner's room. On reflection, I think I met him in the passage way and went to his room. As before stated, he gave me no satisfaction; said very little.

Q. Do you remember early in 1872, when Dr. Blacknell went from your room to Mr. Turner's room in the Yarbrough house, with a message to buy the Sentinel, and how many persons besides yourself and the doctor were in the room? A: If you mean when Mr. Stone was in Raleigh, at the time we have just spoken of, I know nothing about it. If you refer to the time when Mr. Robinson came to talk with me about the purchase of the Sentinel, I do not remember how many persons were in the room, or who they were except Dr. Blacknell, Dr. Robinson and Gen. Ransom.

Q. How did you see those meetings with the message brought by Dr. Blacknell proposing to Mr. Turner to give him \$20,000 and to arrange the congressional district so that he (Turner) should go to congress from it, as stated by Dr. Blacknell in his evidence yesterday. Counsel for the prosecution moved to strike out in the question the words "as stated by Dr. Blacknell in his evidence yesterday," and the motion was allowed. A: I never understood that there was such a proposition, so there was no meeting at the time Mr. Stone was here in Raleigh.

Here the court adjourned until Monday morning at 10 o'clock.

THIS MORNING'S TRIAL.

Court met at 10 o'clock this morning, Justice Magin on the bench. Examination of G. W. Swenson resumed by the defence.

Q. After stating how many were in the room, then state what the message was to be conveyed by Dr. Blacknell. A. I do not remember how many were in the room. I did not charge my memory with this matter which occurred about a year ago. On Saturday I did not remember any who were in the room except Capt. Robinson. There were some other persons in the room at this time, but I do not remember who they were. The message by Dr. Blacknell, in substance, was to know if Mr. Turner would sell the Sentinel, that if so he could give \$15,000, \$10,000 cash, the balance in a note which I was willing to take for the money which I had advanced towards paying for the Sentinel. If the Sentinel was to be bought, it was to be bought for members of the democratic party, and that Capt. Robinson would make the arrangement with Mr. Turner. That is the substance of the message so far as my recollection serves me.

The defendant objected to the answer, as not responsive to the question. Counsel for the prosecution insisted, said that the answer was relevant, and that the defendant had brought it out, and that the prosecution is entitled to it, even if the defendant did not like it, and insisted that it should remain on the record, and desired that the witness had been recalled to testify.

Mr. Turner insisted that the witness had not demeaned himself properly on the stand, and testified that he could not get a straight answer from the witness.

Here Mr. Ashe, for the prosecution, proposed to examine the witness as Mr. Turner, and insisted that Mr. Turner had attempted to cast odium on the witness, and that this was not the proper time to discuss that matter.

The court took it that the defendant was not addressing the witness, but was addressing the court.

Mr. Turner said he had a right to address the court on the deportment of the witness when he thought the witness was evading his question, and he only asked the court to make the witness give a responsive answer.

By the court:—The witness having on Saturday made the inquiry as to whether he should state all that took place in the room on the night, both sides consenting, it is directed by the court that the witness tell all that took place.

Mr. Turner insisted that when he agreed that all the conversation in the room should be deposited, it had reference to the time when Dr. Blacknell was in the room, whereupon the witness made the following answer:

Answer:—As this matter occurred about four years ago I saw no reason why I should charge my memory with everything that occurred during that night, and with the name of every person in the room during that night. I can not do so, but I remember Capt. J. L. Robinson, of Macon, came in my room after supper and commenced talking with me about the Sentinel, and after a short time I thought from his questions he desired to know whether or not they could get a good title to it by buying it from Mr. Turner. I stated to him that I had been advised by my attorney that I had a lien upon it for the money advanced.

He then went on to state something about some gentlemen desiring to buy the Sentinel. I asked him if any of those who wished to purchase were republicans. If so, I thought Mr. Turner would die before he would sell to them. He then stated that it was for leading democrats. That is the substance. I don't propose to give the exact words. He went on to say that they had made up \$10,000 cash, which they would give for the Sentinel. I told him I did not think Mr. Turner would sell for that, but that I thought he would probably sell for \$15,000; that with that \$15,000 and what he could realize from the amounts due him on the books of the Sentinel, he could pay me the money advanced to buy the Sentinel, and he could pay the debt that his father was bound for him. There was a good deal of talk about this matter in my room between Capt. Robinson and myself, with some other persons who were about the hotel. Who they were I do not now remember. During that night it was stated by some one, I don't remember exactly who it was, that the leading democrats in the legislature, together with some others in the city, wished to get rid of Mr. Turner. I remember Gen. Barringer was present as the gentleman who presided at the meeting, and that Judge Merrimon was mentioned as being one of those present. They had a meeting for the purpose of consulting about buying the Sentinel and raising the money by which to do so, as the parties desired to get rid of him as the leading editor at Raleigh, and that they raised this \$10,000 with which to buy him out. Some one mentioned during the evening, I don't remember who it was, and I think Dr. Blacknell was present, though I'm not certain, that they thought the democratic party was anxious to get rid of Mr. Turner as their editor, that they would be willing to make this a democratic district and let Mr. Turner try his hand for congress. Dr. Blacknell asked me why I was desired Mr. Turner to sell the Sentinel. I replied in order to get the money that I had paid for it, or words to that effect. Dr. Blacknell went to Mr. Turner's room, returning and said Mr. Turner would not sell the Sentinel, or words to that effect. I do not call to mind anything else that was said that is material. (Here 6 pages were put in from Saturday which the reporter could not get.)

Q. When court adjourned Saturday, for dinner, did you talk with any person about your evidence? A. I did not talk with any one about what my evidence was to be after that time. I think I did speak with several persons as to what was already said. Spoke to A. N. Shubert, and Mr. Watkins, a young man who is in my house, and, I think, to Dr. Blacknell, before I came back to court. I don't now remember any other, but I may have done so.

Q. Since Saturday afternoon have you talked with any lawyer or lawyers about this case, and if so, with wh? A. I think I asked Mr. Snow what he thought the magistrate was going to do with my testimony on Saturday, about which they were squabbling, but I expressly stated I did not wish to talk with him about the case. He did the same thing—and he didn't wish to talk about it. I think the same thing, substantially, passed between Col. Fuller and myself.

Q. Give us your best recollection as to who were in the room besides Capt. Robinson, Dr. Blacknell and yourself. I want the number, not the persons.

A. I have before stated that I don't remember. I will now state that I can not tell the number of persons in my room at any one time during that night. Several persons were in my room, and I was talking with them in my room and sometimes out in the passage. I cannot remember how many were in the room.

Q. Was there any one besides you three named? A. There may have been one or more, but I can not remember how many.

Mr. Turner wanted the witness to say whether there was one. The witness did not answer directly.

Mr. Turner asked the court to make the witness say whether there was any one else in the room. He did not want to have another scene. The witness replied that he did not. The court said that the witness could not be made to answer more directly.

Q. Have you any doubt that there was more than one? A. I said repeatedly that I didn't remember. There may have been more or there may not have been, but as my memory serves me I have a doubt as to whether there were any other persons in the room though they may have been.

Q. Was Capt. Jarvis in the room? A. I do not think he was though he may have been.

Q. Was Mr. Waring, Capt. A. B. Andrews, or J. Stone in the room? A. I do not think they were. I do not know Mr. Waring when I see him. I never spoke to Mr. Stone until this year, after he had quit the News.

Q. Who was it gave the message to Dr. Blacknell? A. I do not remember positively. My impression is that I mentioned it to Dr. Blacknell, though I may be wrong.

Q. How can you have doubt about it? (Objected to by prosecution. Objection sustained.)

Q. Did not Mr. Robinson send the message? A. He may have done so. I do not remember. I have just before stated that I was under the impression I sent it.

Q. Which did send it, you or Robinson? (This question was objected to by the prosecution, as the question had been answered before.)

The defendant said that both could not have sent it and he wanted to make the witness answer. The court sustained the objection.

Q. Was Robinson to be the manager of the paper? A. I did not so understand. I did not know who was to be.

Q. Did not Mr. Fell, former owner of the Sentinel, in your presence convey the title of the Sentinel to a trustee when he sold it? Was it ever professed that the title was in J. Turner Jr., the editor? A. He did not convey it in my presence to the best of my recollection. I always understood that the title was in J. Turner, Sr., who was principal in the note given me. Some years after the transaction, I heard that J. Turner, Jr., had had the title made to John Gessner in trust for the benefit of J. Turner's Jr. children.

Q. What about the establishment of a newspaper after the purchase of the Standard from Gov. Holes by yourself, Dr. Hawkins and others? A. I never had anything to do with the purchase of the Standard, and never understood that Dr. Hawkins had anything to do with it. Gen. Littlefield made application to me at the bank to borrow \$15,000 to buy the Standard from Gov. Holes. The bank declined to let him have it as the security was not satisfactory. I heard afterwards that the money came from Mr. J. G. Williams. I never had a cent's interest in the Standard either directly or indirectly.

Q. Do you mean to say that Dr. Hawkins was not one of the parties purchasing the Standard, and that he paid no part of the money? A. I never knew that the doctor had any interest in the purchase of the Standard and never heard of it except what Mr. Turner said in the Sentinel. He may or may not have had; I do not know.

Q. Do you not remember, and if you do not remember, have you any reason to doubt that in your presence and in the presence of Mr. Fell, and Mr. Turner, the editor, that the title to the Sentinel was conveyed by Mr. Fell to the trustee, J. W. Graham, in the bank when Mr. Fell received the first money for the Sentinel?

The defendant said he wanted to make a suggestion to the court to refresh the witness' memory. This was objected to by the prosecution. The defendant said that as there had been such crooked swearing he may after this trial, ask the court to bind over some of these witnesses for perjury. The prosecution said that such a threat was highly improper, as it tends to intimidate the witness. The objection was sustained.

I do not remember. I do doubt its being done in my presence; if it was I have not the slightest recollection.

Q. Did you not read in the Sentinel soon after its management by Mr. Turner, when it was charged by the radicals that you owned the paper, that it was bought by J. Turner and conveyed in trust to Major J. W. Graham, and that Mr. Turner, the editor, had no title to the property, and that the money to purchase the paper was borrowed from you? A. I saw a great deal published in the Sentinel about it during 1869-70 and '71. I was absent from the state a great deal and do not remember to have seen in the Sentinel anything about the title or the manner the title was conveyed until several years after the purchase of the Sentinel, although such pieces may have appeared before.

Q. In your trial before Judge Settle upon habeas corpus recently, did you ever understand that Mr. Turner suggested to Messrs. Smith and Strong questions relating to anything except to Littlefield's transactions in Florida? A. I understood that some of Mr. Turner's questions suggested to Messrs. Smith and Strong related to these Florida transactions, but I understood Mr. Turner suggested some questions or questions which they declined to answer. I don't know what they were.

Q. Have you any or did you ever have any interest in the fraudulent bond swapping between the Chatham railroad and the state treasurer? A. None whatsoever.

Q. State what you know about the passage of the bill or ordinance allowing it in 1868 '69. The question was objected to by the prosecution as wholly irrelevant.

Mr. Turner said it was impossible for the court or counsel, however learned to know the relevancy or irrelevancy of the question, before they knew what he wanted to show. The court said it was agreed that the files of the Raleigh News, since Mr. Clark's connection with it shall be admitted as evidence, and that the Raleigh Sentinel shall be also admitted as evidence since Mr. J. Turner's Jr. connection with it.

The court adjourned until 4 o'clock this afternoon when it will rule on the objection.

ANOTHER EMBOGLIO LOOMING

THE RALEIGH NEWS AND STANDARD TO BE RECALLED FOR—LAW TO BE VIOLATED FOR—BY REPUBLICAN SUPPORTERS.

At the instance of John C. Gorman, J. R. O'Neil, W. W. White, and other very respectable old Anglo-African, Uncle Handy Lockhart, a student has issued from the office of Superior Court Clerk Bunting with Mayor Brady, the members of the First S. of Aldermen, and the registrar and inspectors of election appointed for the ensuing municipal election, to appear before Judge Watts, ex-chancellor, in this city, April 5, to show cause why a mandamus should not issue against the acting city authorities to compel an election according to the charter of 1877, amended by acts of 1863 and 1871, dividing the city into three wards, to-wit: Western, Eastern and Middle, and why an injunction should not issue against said registrar and inspectors of election to restrain them from taking action to hold an election May 1, under the charter as amended by an act of the last general assembly. These poor radicals have been out in the cold so long that they are about to freeze and starve, besides the radical state executive committee have decided that Raleigh going democratic in May, as it assuredly will, will have a blighting effect upon republican hopes.

R. C. Badger, A. W. Tourgee, E. G. Haywood and T. R. Forrest are the counsel of these poor office-hungry petitioners who have engaged in this ridiculous attempt to subvert law and bring on trouble and confusion. Of course Greasy Sam will be the willing tool of these designing men and, as always, lend the power and influence of his judicial position to advance party ends.

Sufficient counsel in the interest of law and order have been secured. Their names will be hereafter announced.

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whose Tonic and Supporter were awarded the Medal at the last session of the great American Institute. Fairly and Justly 10 cents for their new book.

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