

THE NEWTON ENTERPRISE.

"Here Shall the Press the People's Rights Maintain, Unawed by Influence, and Unbribed by Gain."

\$2.00 a Year.

NEWTON, N. C., SATURDAY, MARCH 6, 1880.

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The Newton Enterprise,
PUBLISHED EVERY SATURDAY,
—BY—
GEORGE A. WARLICK.

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INvariably in Advance.
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Address all letters,
"THE ENTERPRISE,"
NEWTON, N. C.

Lost Light of My Eyes.

Cold, dark and dumb lies my boy on his bed;
Cold, dark and silent the night dews are shed;
Hot, swift and fierce fall my tears for the dead!
His footprints lay light in the dew of the dawn
As the straight, slender track of the young mountain fawn;
But I'll never again follow them over the lawn.
His manly cheek blushed with the sun's rising ray,
And he shone in his strength like the sun at midday;
But a cloud of black darkness has hid him away.
And that black cloud forever shall cling to the skies;
And never, ah, never, I'll see him arise,
Lost warmth of my bosom, lost light of my eyes!

GEN ALPHABET.—North Carolina can furnish a full alphabet of precious stones as follows:

Amethyst, Beryl, Cat's-Eye, Diamond, Emerald, Feldspar, Garnet, Hyacinth, Iodrase, Jasper, Kyanite, Lapis-lazuli, Malachite, Natrolite, Opal or Onyx, Porphyry, Quartz agate, Ruby, Sapphire, Turquoise, Ultramarine, Verd-antique, Walter Sapphire, Xenalite, Zircon.

And, also, a full alphabet of forest timber and plants, such as Ashe, Black-jack, Cypress, Gum, Hickory, Juniper, Maple, Oak, Poplar, Pine, Persimmon, Peach, Sycamore, &c., &c.—*Raleigh Farmer and Mechanic.*

AN OLD LADY RECOVERS HER HEARING.—A story of a most singular character is vouched for by one of the Wyndham county members of the Legislature. It relates to a dream by Mrs. Martha P. Graves of South Killingly, an old lady who has been deaf for the past thirty years. On the night of the 20th of January she dreamed that her hearing was wholly restored. In the morning she related the dream to the members of her family. On the night of the 31st of January, when she retired, she was as deaf as usual, but the following morning her affliction was gone, and since then she has had no difficulty in hearing, a whisper even being distinctly audible. It is related by her friends that she has always been a firm believer in dreams.—*Hartford Conn. Times.*

THOUSANDS OF CROWS.—About a mile from the city, between the Carolina Central Railroad track and the Torrence place, there is a dense thicket of pines, which for about a month past all of the crows in the county have chosen for their roosting place. It is stated that from about sundown every evening until dark an immense flight of them may be seen pouring into this thicket in a body, about a hundred yards wide. It is said that in passing them at night, when the least noise is made in the woods, the immense flock become alarmed, and the result is a wild, weird melange of sound, which cannot be described. It is stated that just before the war they were observed to congregate in the same manner, and as the crow, like his relative, the croaking raven, is considered a bird of ill omen, their presence is not relished in the neighborhood.—*Charlotte Observer.*

MR. BEST'S PROPOSITION.

The following is Mr. Best's proposition for the purchase of the Western North Carolina Railroad. It is in the form of a bill, to be submitted to the General Assembly for their consideration:

THE GENERAL ASSEMBLY OF NORTH CAROLINA DO ENACT:—

SECTION 1. That the Governor, Treasurer, Secretary of State, and Attorney General of the State of North Carolina be, and they are hereby, appointed commissioners on the part of said State, to sell, assign and transfer all of the interest of the State in and to the stock, property and franchises of the Western North Carolina Railroad Company, in accordance with the provisions of this act.

SEC. 2. That said commissioners are hereby authorized and directed to execute and assign by a deed of trust to the United States Trust Company of New York city, in trust for William J. Best and associates, all the interest of said State in and to the stock, ways, railways, &c., together with all and every its corporate rights and franchises, and all and every right, estate, interest, property, claim and demand whatsoever appertaining or in any wise belonging to said railroad company, and all statutory claims or liens of said State against or upon the property and franchises of said company: Provided, That the interest of said State in and to said property shall be assigned subject only to a mortgage deed of the aggregate amount of eight hundred and fifty thousand dollars, (\$850,000), and mortgage bonds of equal amount issue thereon, which said mortgage was executed under and by authority of an act of the General Assembly of North Carolina, entitled "An act in relation to the Western North Carolina Railroad Company," ratified the 13th day of March, 1875; and that the interest on said bonds be paid by the said William J. Best and associates from and after the ratification of this act: Provided, further, That nothing in this act contained shall be construed to prevent said William J. Best and associates from settling and discharging of record said mortgage deed and the bonds issued thereon, for a sum less than the face or par value thereof, and that any sum saved in the settlement or compromise of said mortgage shall inure to the benefit of said William J. Best and associates.

SEC. 3. That on or before the delivery of said deed of trust, said William J. Best and associates shall enter into a contract with said commissioners for and in behalf of said State, said contract to be signed by said William J. Best and all his associates, and to contain all the provisions of this act, binding themselves to finish the railroad of said Western North Carolina Railroad Company to its western terminus at Paint Rock and the Georgia or Tennessee State line near Ducktown, according to the charter of said company, and all acts amendatory thereof, and that said railroad be completed and put in operation to Paint Rock on or before the 1st day of July, 1881, and to Murphy, in the county of Cherokee, on or before the 1st of January, 1885; and that the work upon said road shall be begun within two months from the date of the ratification of this act, and carried on with diligence and energy until completed to Ducktown and Paint Rock: Provided, That the work upon said road shall be continued by the authorities of said State as heretofore up to the time when said William J. Best and associates shall take possession of the same, and all the moneys expended by said State from and after the ratification of this act, up to and including the day upon which said William J. Best and associates, their assigns, or successors shall assume control, shall be paid by them, and the remuneration of said State for the convict labor employed upon said road within the periods named shall be computed at and after the rate of one hundred and twenty-five dollars per capita per annum.

SEC. 4. That during the construction of the railroad of said company,

and until the same shall have been completed, said State shall furnish to said William J. Best and associates, their assigns or successors, not less than five hundred able bodied convicts, who shall be under the supervision of an officer appointed by the Board of Directors of the State Penitentiary, and said William J. Best and associates, their assigns or successors, shall pay to said State for and in consideration of the service of said convicts a price not exceeding one hundred and twenty-five dollars per capita per annum, which shall include the board, clothing, maintenance, supervision, and all other expenses, payable quarterly; that is to say, on the first day of May, August, November and February.

SEC. 5. That upon the execution of said contract said William J. Best and associates shall reorganize said company upon the basis of a capital stock of four million of dollars, which shall be considered and deemed preferred stock; and there shall be set aside and reserved of said stock, for the benefit of the private stockholders of the Western North Carolina Railroad Company, as the same may exist at the date of the ratification of this act, the sum of two hundred and twelve thousand five hundred dollars, (\$212,500) which stock shall be divided, pro rata, between said private stockholders according to the number of shares of the stock of the said last mentioned company, respectively held by them: Provided, That said company, by a majority vote of the stockholders in interest, may issue second or common stock to an amount not exceeding fifteen thousand dollars per mile of said road, if, in their discretion, it should appear desirable or necessary to hasten the completion of said road; and said company as reorganized by said William J. Best and associates, shall be governed by a board of nine directors, who shall be elected by a majority vote of the stockholders in interest.

SEC. 6. That after its reorganization, as heretofore provided, said company may execute and deliver mortgage deeds with power of sale, to such trustee or trustees as may be selected by the Board of Directors, said mortgage deeds to be signed by the President and Secretary of said company, by and under the direction of the Board of Directors, conveying the railroad, property and franchises, including road-bed, superstructure, equipment and all the real and personal estate of said company to secure the payment of such bonds and the interest thereon as the same shall become due, as it may issue to aid in the construction and equipment of its railroad; and said mortgage deeds, when duly executed, may be recorded in the Register's office, in Rowan county, and their registration in that county shall be deemed an effectual and sufficient registration for all purposes, and it shall not be necessary to register the same in any other county, any other law to the contrary notwithstanding: Provided, That no sale under the mortgage deeds herein provided for shall be made by virtue of any decree of foreclosure without giving ninety days' notice thereof in three newspapers published in the State of North Carolina.

SEC. 7. That the bonds to be issued under the first of said mortgage deeds shall not exceed the sum of fifteen thousand dollars per mile for each mile of road finished and ready for operation, and said bonds shall have printed in the body thereof that they are issued for the purpose of completing the railroad of said company, and that the mortgage deed of said company, executed to secure the payment of said bonds, cannot be foreclosed until said railroad shall have been completed to Paint Rock and Murphy aforesaid: Provided, That until the \$850,000 of bonds now outstanding shall have been paid, the aggregate of bonds authorized to be issued, as provided in this section, shall be less than the amount named above by the sum of \$850,000: Provided, further, That neither by this act nor by the contract to be made by authority hereof is it the intent to affect or impair the mortgage now upon said

road as security for said bonds.

SEC. 8. That the bonds to be issued by said reorganized company shall run for a period not exceeding thirty years, and shall bear interest at the rate of six per cent. per annum, payable semi-annually, on the 1st day of January and July; and the bonds to be issued to said State, as provided in section nine of this act, shall commence to bear interest on the 1st of January, 1881, and no bonds herein authorized to be issued shall commence to bear interest at an earlier date.

SEC. 9. That of said bonds there shall be delivered to the Treasurer of said State the sum of five hundred and fifty thousand dollars (\$550,000), par value, in payment for the disbursement of said State on account of said company; and until the delivery of said bonds, said State shall retain the lien it now has upon the property of the company, as provided by law.

SEC. 10. That upon the certificate of the commissioners, hereinafter provided for, that the railroad of said company has been completed according to the provisions of this act, the United States Trust Company of New York city shall deliver to said William J. Best and associates, their assigns or successors, the deed of trust executed and assigned to them in trust for said William J. Best and associates, as heretofore provided.

SEC. 11. That in the event said William J. Best and associates, their assigns, or successors, shall fail to carry out said contract, the measure of damages shall be that the grants made to them under said deed of trust shall become null and void; and upon the certificate of the commissioners provided for in section fourteen of this act that such failure has been made, said Trust Company shall deliver to said State or its duly accredited agent, or agents, the stock of and claims against said railroad company, together with the paper writing signed by the commissioners of said State, and deposited with said Trust Company, as well as all other instruments assigned to said Trust Company in trust for said William J. Best and associates.

SEC. 12. Upon notification to the Gov. of said State that said W. J. Best and associates, their assigns or successors, have neglected or refused for the period of ninety days to comply with and perform the covenants, agreements and provisions in said contract and this act contained, said Governor shall notify said William J. Best and associates, who sign said contract, their assigns or successors, immediately to proceed with the work of completing the railroad of said company according to said contract and the provisions of this act, and should they fail to do so for a period of thirty days from the date of such notice, the Governor shall then appoint one director from each Congressional District, and one from the State at large, who together with the directors to be chosen by the private stockholders, as heretofore provided, shall elect one of their number President, and such other officers as may be necessary, and shall at once enter into possession and absolute control of the property of said company as it may then exist, and shall occupy and use the same as they may deem best, and shall proceed forthwith to complete so much of said road as may be then uncompleted, upon such terms and in such manner as may be agreed upon by them and the said William J. Best and associates, their assigns or successors.

SEC. 13. That if said William J. Best and associates, their assigns or successors, shall fail to observe and perform the contract made with them in pursuance of this act, of which this shall be a part, and the property of

said company shall again come into the control of said State, as provided for in this act, all that part of said road from Salisbury to Paint Rock, together with the property, real and personal, including rolling stock and equipments thereunto appertaining or belonging, shall be free and discharged of any and all liens, claims and demands whatsoever by said William J. Best and associates, their assigns and successors, or by any other person or corporation, saving and excepting the lien of eight hundred and fifty thousand dollars now outstanding against said railroad, together with the actual and necessary amount expended by said William J. Best and associates, their assigns, or successors, in building, repairing and equipping said road between Salisbury and Paint Rock, any provision in any contract or mortgage made by said company, its assigns or successors, to the contrary notwithstanding; and the amount of said expenditures for constructing, repairing and equipping said road from Salisbury to Paint Rock shall not exceed in the aggregate the sum of eight hundred and fifty thousand dollars, (\$850,000); and the holders of this indebtedness, whether in bonds or other evidences of debt, shall have no other lien on said railroad from Salisbury to Paint Rock than that given them under said mortgage, provided for in this act; and shall have no other power, right or remedy to enforce the same except by an actual foreclosure of said mortgage, as provided for in sections six and seven of this act.

SEC. 14. That three men shall be appointed as commissioners to supervise the building and completion of the railroad of said company, one of which commissioners shall be named by the Governor and one by said William J. Best and associates, and two thus chosen to select a third; and the decision of a majority of said commissioners shall be alike binding upon said State, and said William J. Best and associates. Said commissioners shall examine said railroad not less than once in ninety days, and as often as they shall be notified that ten miles of said road have been graded, and again when the same shall be ready to be opened for traffic. The expenses of said commissioners shall be borne by said company, and the pay of the commissioners is hereby fixed at ten dollars per diem, each, exclusive of actual traveling expenses.

SEC. 15. That said company shall not discriminate against North Carolina towns and cities, in the matter of transportation rates, and that no discrimination shall be made between the towns and cities of North Carolina.

SEC. 16. That when the railroad of said company shall have been completed to Asheville, a force shall be put to work on the Ducktown line, and a sufficient force shall be kept at work to complete it as far as Pigeon River by the time the branch shall be finished to Paint Rock.

SEC. 17. That in the event said William J. Best and associates, their assigns, or successors, shall be hindered or delayed for any good and sufficient cause for which they are, or either of them is, in no way responsible, and without negligence on their part, then the commissioners provided for in section 14 of this act shall allow a reasonable time for the completion of said lines of road after the dates fixed by this act for their completion.

SEC. 18. That sections 12 and 14, of chapter 228, laws of 1854-55, and section 7, of chapter 106, laws of 1876-77, and all other laws, or parts of laws, which conflict with this act, be, and the same are hereby, repealed.

SEC. 19. This act shall be in force from and after its ratification.

The *Sea* says eight emigrants left Concord for the West last Tuesday, all of whom were well-to-do, one of the party carrying \$7,000 with him. The emigrant agent at Greensboro reports that five hundred white persons have gone to seek homes in the West since last fall, and that the number is now on a rapid increase.

It is a mean man who will give a cat a bird stuffed with sawdust.

Fooled Again.

For three long hours yesterday forenoon a stranger sat on a horse block on Woodward avenue, near the parks, in the cold north wind, closely watching vehicles and pedestrians, and acting as if he expected something of importance to occur. His long hair, cadaverous face and seedy dress at length attracted the attention of a policeman to him, and the officer asked why he sat there.

"Say," replied the man, as he rose up and reached out to shake hands, "I believe I've been fooled again. It's long enough after 10 o'clock, and she hasn't happened yet."

"What's that? What is to happen?" "Say, may be you'll think I'm green, but I honestly believed the world was to come to an end at 10 o'clock to-day. So did dad. So did mam. So did sister Hannah. Feller came through our neighborhood in January and give us the date and told us to be ready. The old folks wanted to go up from the front yard, but I preferred to come to town. I walked seven miles this morning, and was here at half-past 9. Say, why didn't she end as advertised? What's the use of fooling a feller this way?"

"Are you ninny enough to believe such things?" asked the officer.

"Well, kinder. This is the third time I've been ready, and it seems I'm fooled again. Say, perhaps it was postponed on account of the weather?" "Like enough."

"I guess not though. I guess we got the date wrong. Say, wouldn't this be a bully place to stand and see the performance! Cracky! but when the earth began to heave, the trees to fall, the waters to rise and the heavens to flame, wouldn't things around here look sick?"

"You'd better go home." "Yes, I suppose so. If she was to come off to-day she'd have been on time. Say, you don't go much on the world coming to an end pretty soon, do you?"

"Not a cent." "Well I do. So does the old man. So does mam. So does Hannah. We ain't going to miss it if we know ourselves. The old man will feel worse than I do, for he's got to pay a note of \$60 to-morrow. Hannah won't care much, for she's been engaged eight times and is used to disappointments. Say, how do you suppose the performance will commence when it does come off?"

"Haven't any idea." "Haven't eh? Be a high old time, won't they? Sugar and tea and such stuff will come down over half, and you police won't feel much like knocking men down and jumping on 'em. Say, the performance is off, isn't it?"

"I guess so." "Well, I'll go home. Kinder mean to fool a feller this way, but I can stand it if the old world can. May be she's going to wait for warm weather. Say, did —?"

"You'd better go." "Yes, I know; but it's kinder funny to think of dad and mam sitting out in the front yard all peckered up and ready to go off, and Hannah in the front bedroom up stairs singing 'I want to be an Angel' through her nose! Ha! ha! ha! Kinder flat on me, too, eh? Hoofed it seven miles to be fooled on the string game. Say, don't —"

The officer was moving away. "Say, you!" "But the officer wouldn't, and after a lingering look around, the young man took his way up Woodward avenue, walking between the car tracks and looking for cracks in the pavement.—*Detroit Free Press.*

The *Enquirer* says two youths of Monroe, John Brasington and Robert Chaney, were engaged in the exciting sport of shooting bullet holes through the top of each others' hats, taking it turn about in acting as target. Brasington aimed too low, and the result was a hole in Chaney's scalp, which, by the ball glancing upward, is only a flesh wound.

Vennor ought to go to Savannah. They've only had one snow-storm there in nine years.