VOL. 57.

TARBORO', N. C., THURSDAY, SEPTEMBER 11, 1879.

PROFESSIONAL CARDS. TOWARD & NASH, Attorneys and Counselors at Law TARBORO', N. C.

Practice in all the Courts, State and Pederal. nov.5-1v. DHILIPS & STATON,

Attorneys and Counsellors at Law, TARBORO', N. C: Practice in Courts of adjoining counties, in the Federal and Supreme Courts.

Feb. 6, 1879.

DOSSEY BATTLE,

Attorney and Counsellor at Law. TARBORO', N. C. Practices in all State and Federal Courts. Regular circuit Nash, Edgesombe and Pitt.
Will keep an office at Rocky Mount.

Special attention given to collections.
Feb. 20, 1879.

VALTER P. WILLIAMSON,

ATTORNEY AT LAW

Will practice in the Courts of the 2nd Judicial District. Collections made r any part of the State. Office in Tarboro House, Jan. 7, 1876.

A NDREW JOYNER, ATTORNEY AT LAW,

GREENVILLE, N. G. Practices in the county of Pitt, and adjoin-Special attention given to collections and settling up estates of deceased persons.

B. VINES. Attorney and Counsellor at Law NASHVILLE, N. C. Practices in the Courts of the adjoining

COLLECTIONS MADE PROMPTLY. Feb. 13, 1879. E. C. & J. B. YELLOWLEY,

Attorneys at Law, GREENVILLE, N C.

Practice in the Supreme and Federal Courts, and in the Courts of Pitt, Greene, Beaufort and Hyde counties. June 26, 1879.

DR. I. N. CARR, Surgeon Em Dentist

TARBORO', N. C. OR the benefit of many, I would say that I am PERMANENTLY located in Tarboro, and thanking my friends for their most generous patronage during the past, and most respectfully soliciting a continuance of the same, and public patronage generally, I am, with much respect,

Yours, &c., ISAAC N. CARR, OFFICE in Tarboro House, Aug. 7, 1879.

NORFOLK CARDS. NEW ATLANTIC HOEL,

Cor. Main and Granby Streets., Norfolk, Va. R. S. DODGON, PROPRIETOR. Terms, \$2.50 and \$3.00 per Day, according o location of room.

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MARBLE MONUMENTS, 165 and 167 EAST CHURCH ST., Opposite St. Paul's Church,

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A. WRENN & SON,

Carriages, Harness, Saddles, Bridles, Collars, Carts, Wheels, Axles, Farm Wagons, & Geer, Horse Clething, Lap

Robes. &c. Nos. 14, 16, 24 & 26 Union Street, Norfolk, Va.

Full line of Carriages and Harness Material. My Buggies and Carriages are sold by J. H. BROWN, Tarboro', N. C. feb.13-1y

RED "C" OIL.

THE best illuminator—warranted to stand a fire test of 150 Fahn. A trial estab-

lishes it with every one. Price 40c. per gal. CORDON & CO'S.

FIRE FLY LAMPS.

A full supply of those gems of light, the Fire Fly Lamps, all shapes and styles, to be found at CORDON & CO'S.

DRUGS AND MEDICINES. WE have a full, fresh and pure stock of Drugs, Patent Medicines, &c. CORDON & CO.

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THE best stocks of Cigars and Tobacco, THE best stocks of Clgars and Tobacco, such as Capadura and Emancipation, Figaro, Tar Heel and Occonecchee Smoking Tobacco, are at CORDON & CO'S.

cles.

A full and varied assortment of Perfumery, Toilet Articles, &c. CORDON & CO'S.

PAPENT MEDICINES. W B are sole Agents for the following Patent Medicine Houses: Harten, Boykin, Carmer & Co., John F Henry's, Green's August Flower, Long's Horre Powders.
CORDON & CO'S.

Tarboro, July 25, 1878. Rocky Mount Mills

ARE in tull and successful operation, and are prepared to fill all orders for Sheetings, Shirtings, Yarns and Cotton Rope, at lowest prices. Orders addressed to Rocky Mount Mills, Rocky Mount, N. C., will be promptly attended to.

JAMES S. BATTLE,

April 11, 1878.

Secretary and Treasurer.

O. C. FARRAR'S

SPRING

# ANNOUNCEME

The attention of every one is respectfully called to the fact that I am again offering to the citizens of this community a very attractive stock of WHAT EMINENT ST. LOUIS PPHY

Dress Goods in variety, including

Linen Suitings, Wash Poplins, Alpacas, Cashmeres, Mohairs, Buntings, Lawns, Grenadines, &c., &c.

Ladies', Misses' & Children's Straw Hats. Corsets from 35c. to \$3.00.

Buttons of all kinds, including the handsomest line of Fancy Pearl ever brought to this market, at astonishing low prices.

Bleached and Unbleached.

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Gents' Fur, Felt and Straw Hats in the greatest variety.

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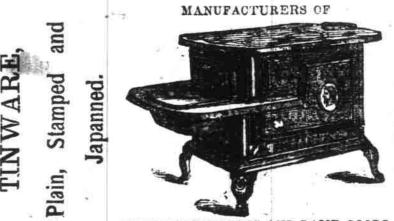
Fine Teas, Ground Ginger, Pepper and Cinnamon, &c.

You will be very apt to find in my house any goods you may desire.

Shall be pleased to have you call and examine.

O. C. FARRAR.

Tarboro, N. C., April 24th, 1879. &



S HOUSE FURNISHING AND LAMP GOODS

106 Water St., and 34 & 35 Roanoke Avenue, NORFOLE, VA.

### Old Established Stove House EXCELSIOR COOK!

**Guttering**,

Perfumery and Toilet Arti- R. B. ALLEN, Successor to D. S. Cherry & Co., NORFOLK, VA. May 25, 1879,

CAKES, PIES, CONFECTIONERIES, FRUITS, CANNED GOODS, AND

THE FINEST ASSORTMENT OF TOYS IN TOWN ALWAYS ON HAND AND FOR SALE BY

MAIN STREET, OPPOSITE SPIER HOUSE, ARBORO', N. C.

NEW ADVERTISEMENTS.

No one who is theroughly regular in the bowels is half as liable to disease as he that is irregular, He may be attacked by conta-gious diseases, and so may the irregular, but he is not nearly as subject to outside influ-euces. The use of

Tarrant's Seltzer Aperient secures regularity, and consequent immunit rom sickness, SOLD BY ALL DRUGGISTS.

SICIANS SAY.

PREVENTIVE OF MALARIA —Colden's Liebig's Extract of Beef and Tonic Invigorator is particularly useful when tonics are required. In Diptheria, Ague, Malarial Typhoid Fevers, and every depressing disease, its use will be attended with great advantage. We have prescribed it with excellent success: J. H. Leslie, M. D.; G. H. Copp, M. D.; S. B. Prasons, M. D.; R. A. Vaughan, M. D.; Drs. S. L. and J C. Niedlet, and many others. W. H. BROWN & BRO., druggists agents

AGENIS READ THIS

Agents. Outfit frec. Shaw & Co.,

A YEAR and expenses to agents D T T Dutfit free. Address P. O VICK-ERY, Augusta, Maine.

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400 Broadway, N. Y. SEA ISLAND COTTON. It is finished soft as the cotion from which it is made; it has no waxing or artificial finish to deceive the eyes; it is the strongest, smoothest and most elastic sewing thread in the market; for machine sewing it has no equal; it is wound on

The Black is the most perfect JET BLACK ever produced in spool cotton, being dyed by a system patented by ourselves. The col-ors are dyed by the NEW ANILINE PROCESS

WHITE SPOOLS.

rendering them so perfect and brilliant that dressmakers everywhere use them instead of sewing silks. A Gold Medal was awarded this thread at Paris 1878. We invite comparison and respectfully ask ladies to give it a fair trial and convince themselves of its superiority over all others.
To be had at wholesale and retail from T.
H. GATLIN, and at retail from all first-class dealers in Dry Goods and Notions.
April 3rd, 1879.
6m.

Change of Schedule.



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OLD DOMINION STEAMSHIP COMPANY, Washington, N. C., Feb. 11, 1879. The Steamers of the Old Dominion Line will run the following Schedule autil further

The Steamer NEW BERNE, Capt. South gate, will leave Norfolk on Tuesdays 6 o'cl'k A. M., for Bouth Creek and Washington, A. M., for Bouth Creek and Washington, leaving Washington Wednesday evening for Norfolk via New Berne.

The Steamer PAMLICO, Capt. Pritchel, will leave Norfolk on Fridays at 6 o'clock A. M., for New Berne. Leave New Berne Mondays at 1 o'clock A. M., for Makelyville and Washington Threedey at Washington. Leave Washington Tuesday at 10 o'clock A. M., for Norfolk direct.

The Steamer COTTON PLANT will continue her present Schedule. leaving Washington for Tarboro and intermediate landings on Mondays. Wadnesdays and Fidera

ings on Mondays, Wednesdays and Fridays, at 6 o'clock A. M. Return on alternate days, leaving Tarboro on arrival of the Train on the Tarboro Branch Rail Road. Passengers by the Cotton Plant connec with the evening train on the Wilmington & Weldon Rail Road going South or North.

To give dispatch to freight for Greenville. reenville, returning alternate days. Freight and passengers taken at lowest rates and dispatch guaranteed.

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TIN-WARE.

nery, they are now prepared to offer their Tin-Ware, both stamped and pieced, at pri-ces beyond competition. It will pay you to call and see them before purchasing else-where, Our Stoves, Hollow-ware and Wooden-ware are from the best factories, and will old stand where been for thirty-five years.

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Carboro' Sontherner. : September 11, 1879

Digest of Supreme Court Opin-ions, June and July Term, 1879. Reported for the Raleigh News by Walter Clark, Esq., Attorney at Law.]

BY SMITH, C. J.: Egerton vs. Logan, from Ruth-

An action against an attorney for money collected by him for his client and not paid over is barred by the lapse of three years after

W. Logao), upon an ignerant and unlettered client. Note.-The amount wrongfully

\$2,000. Ruffin vs. Green, from Franklin.

administrator, and the sureties on

By Ashe, J.: Hilliard vs. Phillips, from Chat- ing to do this, he is liable.

ted in the misapplication.

Declarations of a vendor of land as to the fraudulent character of a deed executed by him, made, after its execution, but while he still remained in possession, are competent evidence against the vendee. Parol

1870, does not apply to causes of chaser for possession. action arising on contracts made af-ter May 1, 1865. A bond executed before the adoption of the C. C. P. is governed by the previous statute of limitation. Hence on a bond executed March 5, 1866, the presumption of payment arises March 4, 1876. The act of March 11, 1879 renders either party incompetent as a witness to rebut the presumption of payment. The written evidence taken down in a trial before the magistrate is inadmissible By ASHE, J. : to rebut the presumption, even if competent under said statute, when tne witness himself can be called. Where the court promptly storped a counsel who was attempting to abuse his privilege by alluding to the fact that the opposite counsel was related to one of the parties,

the court performed its duty and there is no ground of exception to Lanier vs. Bell, from Halifax. No "laborer's lien" has the effect of a lien upon land unless the notice of lien is filed in the office of the Superior Court Clerk. The lien for material furnished does not attach on lumber sold, which was not mills and appurtenances, being the used in the erection, or repair, of a property known as the McClanahan

used.

from Northampton. the duty of exercising ordinaportation of goods, though it may brought home to the knowledge of and points on the River between Greenville and Washington, the Steamer Pitt will leave Washington Tuesdays and Thursdays for washington Tuesdays and Thursdays for the shipper, restrict its liability as an insurer, when there is no negli-THE UNDERSIGNED TAKE THIS goods from the station, or that the method of informing their friends in North Carolina that baving enlarged their factory and added all the improved machinates the made with the made wi

cause at issue and standing on docket for trial, staid at home, thirty, seven miles away in the country, expecting his two counsel to notify him when the case would be called but without any arrangement to that effect, he is not entitled to have the judgment set aside under C. C. P., 133, because one of his counsel became sick, and the defendant not being notified was not present at the trial. The defendant of the month of the mon old stand where their Senlor partner has et for trial, staid at home, thirty-

Where a judgment was obtained From Home and Farm. subsequent to the discharge of the defendant in bankruptcy, but he

did not plead the discharge and frequently thereafter promised to pay such judgment, it is too late to plead the discharge in bar to a motion made for leave to issue execution after the judgment has become

dormant. Brickell vs. Commissioners of Halifax, from Halifax.

real estate withdrew and the other two commissioners appointed a substitute, without objection from eith withheld by Judge Logan is about er party, and he co-operated in executing the partition, the parties being present, it is too late, after Where an administrator is also such acquiescence, to object to the the guardian of a ward to whom his | third commissioner after the report intestate was indebted, whatever is filed. Besides the report would sum came into the hands of the have been valid if signed by only administrator which was applicable two of the commissioners. Upon to the debt due the ward is imme the evidence sent up in the appeal,

A seller of goods is answerable the guardian bond become responsi- for the reasonable consequences of ble therefor to the exoneration of representations made by his agent, the sureties on the administration but not for their special effect on bond. Where such administrator the purchaser's mind. The jury creditors, the sureties on the guar, a misunderstanding as to the terms dian bond can follow such fund in- of the contract, the purchaser seller of the goods, on their arrival, of his refusal to take them and fail-

sler vs. Koonce, from Jones

Patton vs. Shipman, from Hen-Previous to the present constitu-

Davis vs. Moss from Wilson. Petition to re-hear same case, 80 N. C. 141. The former decision reversed on the ground that the attention of the court was not called on the previous argument to sec. 366 C. C. P., and the cause dismissed, it not having been brought as a Quo Warranto by the Attorney General in the name of the People on relation of the claimant.

An instruction of the judge beon both sides of Haw river, in Chatham county, together with building, unless it was sold with an mills," was color of title in the understanding that it should be so devisee, provided the jury should find that the tract was well known Capehart vs. Seaboard R. R. Co., by such name, its metes and bounds

main point brought out in each one There is no reason why they should is that girls should be taught to not learn something about it where cook and do general housework, there are girls. Teach the girls to harness a may be; for, so runs the average horse as well as ride and drive him. article, a woman ought to know A woman who drives a horse ought County bonds issued during the how work ought to be done even if she does not have to do it herself, or not.—[We publish this at the confederacy. Leak vs. Come else the servants will take advantage of a lady friend and say, demand is made. The Court while feeling itself bound so to decide by the letter of the law, expresses its strang disapprobation of the great wrong and fraud perpetrated by the defendant (ex-Judge George ers appointed to make partition of and in either case what would made am do if she didn't know how to get her husband something to eat? For he, being a man, would prefer potatoes and beefsteak to the last step onto you?" new song, or even a kiss, if he hadn't had any breakfast. And so the article goes on to the end of you think such an act as that would the chapter, and mothers are ad- make me go away." vised, exhorted, eautioned without stint in hehalf of the girls, while scarcely a word is said regarding thot a while and then sed, the frog the boys. As the matter now did: diately transferred co instanti, by operation of law, to him as guardian, without any act done by him as an without any act done by him as a would make an act and a half? Why not teach them how to me hoppin' mad." cook, wash dishes, keep their ewn rooms in order, and sew on their own buttons? Do you say that it their way to smile, and wocked is not necessary for boys to know away like he was tickled to deth. erroneously paid over a portion of are to draw their own conclusion as how to do such things? Then I but when I tickle Missy, that's my the fund applicable to the debt due to the purport of the representations beg leave to differ with you. Such sister's nose with a grass while she the ward to the intestate's other from the evidence. Where there is knowledge stands a boy or man in was asleep, she snoze and rub'd it good stead many time, and there is with her forefinger, and her feets is no reason why a man should not be ticklish, too, on their bottoms. to the hands of those who participa- should have promptly notified the able, in the absence of other help, Mister Pitchel, that's the preach-

to get his sick wife something to er, he says : eat in a proper manner, and also to One time a frog and a hop tode Where under a proceeding against der to do this to know how to make hop tode it said: "If you will a trustee in a trust deed to secure flakey pie-crust, snowy bread or come here on this flat stone, where debts, a foreclosure is ordered, the delicious cake, but he should know we can start even, ile beat you jumppurchaser at the sale acquires the estate, though the trustor (or his heirs or personal representative if potatees or make a gruel. Nor time the tode it only just cleared the being or personal representative if he be dead) is not made a party. The failure to make them parties to the foreclosure suit may give them a right to require a re-sale and an appropriation to them of the surplus, but it interposes no obstafrom May 20, 1861 to January 1, chaser for possession.

Leirs or personal representative if he be dead) is not made a party. The bedead is not made a party. The failure to make them parties to the foreclosure suit may give them a right to require a re-sale and an appropriation to them of the surplus, but it interposes no obstacle to an action brought by the purchase of chaser for possession. tion, the Superior Court had jurisdiction when the sum sued for, principal and interest, amounted to
wish to get married, for they can
one it knew it was a goin for to be \$100. Where an action for a sum not very well attend to the care of et every little tiny bit up. But the less than \$200, was pending in the a femily of a family and serve as bear took it up in his fore pos like Superior Court upon the adoption cook in a hotel at the same time it was a baby, and set it up full of the present constitution, it was any more than they could follow length and rocked it, and sed: properly transferred to the new some other pursuit in connection with their family duties), to know precious darlin', where does it hurt how to cook everything; in short, you?" that they know how to make sixteen boy, he was a skaweezin' titer and kinds of cake, twenty-five kinds of titer all the time. Bimeby the old Henly vs. Wilson, from Chatow, that a devise of "all my land Girls do not take the interest in out of his hair, he sed: cooking women do, nor ought it to | "I have observed that lams' tails

way come to have the care and responsibility of a housekeeper.

But to go back to my starting down his head, redy to let him have it agin, and shakin it, like he sed:

"That little shaver wudent make all ascertained and the land had point. I do not understand why A Common carrier can not by a been in the actual adverse posses so much is said about fitting girls special notice, brought home to the sion of the devisee and those claim to become wives and mothers and knowledge of the shipper of goods, ing under him, up to those bounda- so little said on the other side. So much less by general notice, nor by ries, for seven years, excluding the contract even, exonerate itself from time during which the statute of are as well fitted for the future as "I don't hanker after a dinner as limitations was suspended, was suf- the boys; in other words, the avry care and prudence in the trans- ficient. A finding of the jury un- erage girl is plenty good enough as der such instructions that the plain- she is for the average boy. Not Wonderful Instinct of Carrier Pigeons. special contract, or notice tiff held under color of title was but what there is need of reform, tiff held under color of title was equivalent to finding that the name set out in the will was well known, to reform one and not the other?

The carrier (Antwerp) pigeons owned by pigeon fanciers are valued to reform one and not the other? set out in the will was well known, and insurer, when there is no neglication of the set of the part. Where the jury finds as a fact that the common carrier has been guilty of neglication in the bill of lading that the damages must be assessed before the removal of the goods from the station, or that the claim for losses must be made within thirty days, is unreasonable and woid.

By DILLARD, J.:

Cobb vs. O'Hagan, from Wilson. Where a defendant who had a cause at issue and standing on docket for trial staid at home, thirty.

Two countrymen were looking and the set of the plantiff, it does not account the station of damages.

Two countrymen were looking and the set of trial staid at home, thirty would rather die, and there are now in the plantiff, it does not excluse the wrongful act of the defendant, it does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant, it does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant, it is does not excluse the wrongful act of the defendant who had a cause at issue and standing on dooked through it mitigates the amount of damages.

Two countrymen were looking and there are now. I know the obstinct when the country of this direct, poised them. It was the obstinct when the wide cause and standing on dooked the provided the provid etc. The name of a place, if well Why must a girl be lectured all her of these birds were recently taken

his cap and dust his own clothes From Home and Farm.

Nearly every paper or magazine which I have taken up lately has contained some article. At the character where there is a dearth of girls in the contained some article on the education of girls and the duty of their family the boys are called upon to mothers in regard to them. The do housework, but rarely othewise

NO. 37.

with her, "serve both alike."-ED SOUTHERNER.]

Little Johnny's Talk About From

There was a frog and a ephalent and the ephalent it sed to the frog "Where wude you be if I wu

The freg it sed : "You must be a mity big fool if

put the house to rights and get his they met, and the frog sassed the

to be cooking, dishwashing and when I get three in a ro.
general housework. Now, I claim And now I'le tell you a story that it is not necessary for any girl about a bear. One day the bear or woman, unless they intend to he went among a flock of sheeps,

become a walking cook-book. It is But that lam kept a-hollerin' not essential to their happiness nor louder and louder, cos wile the bear that of their husbands and children was a smilin' and singing bush a pie, to cook potatoes in a dozen ram he seen wot was up, and he different ways or make as many dropt his head, the old ram did, kinds of soup. Teach the girls the and come up like he was shot out of general principles of cooking and gun, and les him have it, and doub-how to cook a few things well, but led him up like he was a rezor, and do not keep them at it all the time sent him a rolling over and over nor give yourself uneasiness for the with out any precious darlin'. And future because they do not mani- when the bear had pulled hisself fest as much interest as you desire. liogether again and shuk the dust

be expected of them. They do not understand why they should, nor will they ever until they have a Just then he seed how it wos, for home of their own, or in some other there stude the ole ram, holdin

> more'n a mouthful for a feller like you. I guess you'd better serve up the ole man." But the bear wecked off a shakin'

goze against my stomach like that !"