# The Tarborough Southerner.

BE SURE YOU ARE RIGHT; THEN GO AHEAD.—D. Crockett.

VOL. 59. TARBORO', N. C., THURSDAY, OCTOBER 6, 1881. NO. 40.


### Religious Appointments.

*Calvary Episcopal Church*—Rev. Dr. J. B. Cheshire, Pastor, holds divine services every Sabbath, forenoon and afternoon. Services Wednesday morning at 9:30 and Friday afternoon at 4 o'clock.

*Presbyterian Church*—Rev. R. A. Walles, Pastor, will preach morning and evening in Tarboro on 3rd 4th and 5th Sabbaths; Rocky Mount on 1st and Wilson on 2nd. Prayer meeting every Wednesday evening.

*Missionary Baptist Church*—Rev. Jos. E. Carter, Pastor, will preach, morning and evening, in Tarboro, on 2d and 4th Sabbath in each month.

*Methodist E. Church*—Rev. Joseph D. Arnold, Pastor, will preach morning and evening every Sabbath. Prayer meeting every Monday evening.

*Primitive Baptist Church*—Elder P. D. Gold, Pastor, preaches on 1st Saturdays and Sundays in each month.


PROFESSIONAL CARDS.

HOWARD & NASH,
Attorneys and Counselors at Law,
TARBORO' N. C.
☞ Practice in all the Courts, State and Federal. nov.5-1y.

DOSSEY BATTLE,
Attorney and Counsellor at Law
TARBORO', N. C.
Practices in all State and Federal Courts. Regular circuit Nash, Edgecombe and Pitt. Will keep an office at Rocky Mount.
☞ Special attention given to collections. Feb. 20, 1879.

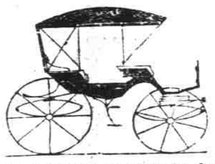
A Card.

I have removed my DENTAL OFFICE to the new building recently erected by Mr. C. C. Lanier, next door to Tarboro House, where I will be glad to receive my friends or any one desiring Dental work. I am permanently located here, having leased the second story of this building for a term of years.
Yours, &c.,
ISAAC N. CARR,
Dec. 4, 1879. 1y.

TONSORIAL DELIGHTS.

WOULD you be soothed by the softest touch and keenest razor when your beard is hardest? Would you enhance your personal pulchritude so that your wife or sweetheart wouldn't recognize you? Then apply to Nathan Williams, whose Barber Shop is in Tarboro House on Main St. Solacing Shampooing done. Hair Oil, of his own manufacture, for sale.

THE CRY
IS STILL THEY COME!



EVERY week I am receiving the famous WRENN BUGGIES from Norfolk, Va., at my Repository in Tarboro. Also manufacturing
HARNESS, SADDLES, BRIDLES,
and keep on hand
Buggies, Coach and Wagon Collars, Riding Buggy and Wagon Bridles,
ll for sale cheap. Give me a call.
J. H. BROWN.
Tarboro, Sept. 1, 1881.-4m.


NOTICE.

HAVING qualified as Executor of the late Will and Testament of Gatsie Kelley, on the 20th day of June, 1881, notice is hereby given to all persons indebted to the estate of the said Gatsie Kelley, to make immediate payment and settlement; and all persons having claims against said estate, will present them for payment to me, or to my Attorneys, Philips & Staton, on or before the 1st day of August, 1882, or this notice will be pleaded in bar of their recovery. This July 18th, 1881.
JAS. A. COBB, Exec'r,
jy21-4t. by Philips & Staton, Att'ys.


WEDDELL & CO.

HAVING received a full assortment of SCHOOL BOOKS, REVISED NEW TESTAMENTS, FRANKLIN SQUARE & SEASIDE LIBRARY, STATIONERY, &C.
Will be sold low for cash. Call and see.
Also books recommended by State Board to be used in Public Schools, at reduced rates.
aug. 18 -tf. WEDDELL & CO.

200,000
Fine Bricks for Sale!

PARTIES wishing bricks will find a choice lot of my make by calling on either B F Lipscombe, at N M Lawrence's store, O B Lipscombe, at Keech's store, or myself at the yard.
JNO W. LIPSCOMBE.
May 25, 3m Tarboro, N. C.


ADMINISTRATOR'S NOTICE.

THE undersigned, pursuant to a decree of the Probate Court of Edgecombe county, will expose to public sale, for cash, at the residence of the late Willis B. Knight, in said county, on Thursday, the 1st day of September, 1881, all the personal property belonging to the estate of said Willis B. Knight, except the growing crop. This Aug. 11, 1881.
B. J. KEECH, Adm'r.
aug. 18.-4t.

NOTICE.

HAVING purchased the entire interest of J. M. Spragins, in his Confectionery and Bakery consisting of all goods, accounts and fixtures, I announce to my friends and the public generally, that I will continue the same business at the old stand, trusting that by strict attention to business, and politeness to all, I may merit a continuance of your valuable patronage.
Respectfully,
B. F. SPRAGINS.
Tarboro, Sept. 15, 1881.-2t.

NOTICE.

I hereby notify my friends and the public generally, that I have this day sold to B. F. Spragins, my entire interest in the Confectionery and Bakery business formerly carried on by me, and that I have engaged in a Grocery business to be conducted by me at the Old Stand formerly kept by Spragins & Co.
My successor, B. F. Spragins, is hereby empowered to receive and receipt for all moneys due me on account.
Respectfully,
J. M. SPRAGINS.
Tarboro, Sept. 15, 1881.-1t.


Fred. Philips, Prest. Wm. M. Pippen, Vice Prest. M. Weddell, Cashier.

The Pamlico Insurance & Banking Co.
(BANKING DEPARTMENT.)
BANK open from .....9 A. M. to 3 P. M.
Discount Day, THURSDAY.
DIRECTORS:
Geo. Howard, Fred. Philips,
H. L. Staton, Jr., W. M. Pippen,
H. Morris.
Tarboro', N. C., Dec. 18, 1880. 1y.

NEW ADVERTISEMENTS.

GEO. L. CROW,
Manufacturer
TIN, SHEET IRON and COPPER-WARE,
Stoves, Ranges, Heaters, Furnaces, Lamps, Lanters, Lamp Goods, Clelne Oil, &c.,
13 Commercial Row, NORFOLK, VA.
SAM'L L. PEED, Supt.
Dec 2, 1880 -1y.

W. C. Y. PARKER, Late of Warrenton, N. C. W. K. CARR, Late of Edgecombe, N. C.
PARKER & CARR,
COTTON FACTORS AND
GENERAL COMMISSION MERCHANTS,
Room 9, Cotton Exchange,
NORFOLK, VA.
Cotton, Country Produce generally, Hides, Staves, &c., sold. Orders for merchandise promptly attended to. Guano a specialty.
Jan. 6, 1881.-1y.

Luther Sheldon,
DEALER IN
SASHES, DOORS, BLINDS
BUILDERS' HARDWARE,
PAINTS, OILS, GLASS,
And Building Material of every description
NOS. 16 W. SIDE MARKET SQUARE & 49 ROANOAKE AVE.,
NORFOLK, VA.
November 18,1880 1-y.

BATTLE, BUNN & CO.,
COTTON FACTORS,
AND
General
Commission Merchants,
NORFOLK, VA.
We make the sale of Cotton a specialty, and promise always to obtain highest market prices. Bagging and Ties at lowest market rates, free of commissions.
Very liberal advances made on cotton to be held. aug.11-1y.


A PARTNER WANTED

HAVING entered into an arrangement to take effect January next, to purchase Pender & Co's stock of Goods, and to lease Brick Store for a term of years, I wish to form a copartnership with some active man who has a few thousand dollars in cash.
It is an old stand and a well established trade.
Can demonstrate that the business has been, and is now profitable and, with money and energy, can be extended to almost any amount.
WM. R. RICKS,
Tarboro, N. C.
Sept. 1, 1881.-1m.


I eat at Cooper's. FRED. COOPER. I don't.

The Prince of Caterers, is always ready to serve his numerous customers with
ICE CREAM
and all other delicacies, in their season, at his Restaurant on Pitt Street. Meals at all hours.

Personal attention given to Prescriptions at all hours.

PHARMACISTS & DRUGGISTS
Main Street, Opposite Court House.

STATON & ZOELLER,
L. L. Staton. E. V. Zoeller

ECONOMY!
SECURITY!
CLEANLINESS!
COMFORT!
THE
CHARACTERISTICS
OF THE
MALTBY HOUSE,
BALTIMORE,
Which still continues the
HEADQUARTERS
—OF—
SOUTHERN MERCHANTS
PRICES always to suit the times and defy competition.
C. R. HOGAN, Pro'r.

WANTED.
ONE second-handed Circular Wood Saw. Apply to C. H. KING, Sept. 15.-3t. Tarboro, N. C.

SCHOOLS.

VASSAR COLLEGE,
POUGHKEEPSIE, N. Y.
For the Liberal Education of Women. Examinations for entrance, Sept. 14th. Catalogues sent on application to W. L. DEAN,
jy28.-3m. Register.

Kenmore University High School
Amherst, C. H., Va. Highest grade. Select Limited. Preparatory to the University of Virginia. Session begins Sept. 8th, 1881. For circulars apply to
H. A. STRODE, Principal.

TRINITY HALL,
Beverly, New Jersey.
A thorough home school for girls, varied advantages of the highest order. Fourteenth year begins Sept. 15th. For Circular, address
MISS RACHELLE GIBBONS HUNT,
Aug. 18, 1881.-3m. Principal.

KINSTON COLLEGIATE INSTITUTE,
SESSION OF 1881-'82.
Fall Session begins Monday, September 5th. One hundred and forty nine pupils last session. Five instructors.
Penmanship taught by Mr. John Webb, of Kinston, a recent graduate of Baltimore Business College.
Send for catalogue.
RICH'D H. LEWIS, A. M., M. D.
Kinston, N. C., July 28, '81. Principal.

Teachers' Home Agency.

ALL persons who wish Good Teachers, and all Teachers who wish Good Positions, and all Young Men and Women who desire to make themselves Good Teachers, apply to S. HASSELL, A. M.,
Superintendent State Normal School.
Aug. 4.-tf. Wilson, N. C.

School Opening.

MRS. M. J. GARRETT will re-open her school on the 19th of Sept., 1881.
She returns thanks for past patronage and solicits a continuance of the same. She guarantees thorough instruction in the higher branches as well as primary and intermediate.
TERMS PER SESSION OF 20 WEEKS.
Primary English.....$10 00
Intermediate " .....12 00
Higher " .....15 00
☞ Charges for extra studies and languages, moderate. aug.18.-tf.

PEACE INSTITUTE!
FOR YOUNG LADIES,
RALEIGH, N. C.
REV. R. BURWELL, JOHN B. BURWELL, } Principals.
The Ninth Annual Session commences Wednesday, August 31, 1881, and closes June 7, 1882. Instruction given in all branches usually taught in first-class female schools. Advantages for vocal and instrumental music unsurpassed. Building heated throughout by steam. Location equal to any in the country for healthfulness and accessibility. For circulars and catalogue, address
REV. R. BURWELL & SON,
jy7.-3m. Raleigh, N. C.

"Best Equipped School in North Carolina."
So says a disinterested Professional Expert of large and successful experience,—employed by our State to visit and address all our new white State Normal Schools,—in reference to the
WILSON COLLEGIATE INSTITUTE,
(FOR BOTH SEXES.)
Strictly Non-Sectarian. Able and experienced Faculty. Extensive Library and Apparatus. Spacious Building. Healthy Location. A pleasant Educational Home. Modernness, Practicalness and Thoroughness, our Mottoes. Military Discipline for Boys. Parental Discipline for Girls. Entire Average Expenses, $170 per year. The Institute is the Seat of one of the new State Normal Schools.
Fall Session begins Sept. 5th, 1881.
Address, for catalogue,
S. HASSELL, A. M., Principal,
jy21-3m. Wilson, N. C.

Edgecombe High School,
TARBORO', N. C.
THE First Session of this School will open on Monday, the 29th August, 1881.
TERMS:
Board, per month.....$10.00
TUITION PER SESSION OF 20 WEEKS:
Primary English.....$10 00
Intermediate " .....12 50
Higher " .....15 00
Languages, each.....5 00
Incidental charges.....1 50
Music, with use of Instrument.....20 00
One half payable in advance. Each boarder will furnish one pair sheets, and blankets, and pillow cases. Send for circular.
J. D. ARNOLD,
July 28.-6t. PRINCIPAL.


ADMINISTRATOR'S NOTICE.

THE subscriber having qualified as Administrator of the estate of Willis B. Knight, late of Edgecombe county, hereby notifies all persons having claims against the estate of said Willis B. Knight, deceased, to present them duly authenticated to the undersigned on or before the 1st day of Septtember, A. D. 1882, otherwise this notice will be pleaded in bar of their recovery. This August 11th, 1881.
B. J. KEECH, Adm'r.
aug. 18,-4t.


WILLIS'
New Opera House.

THIS HALL having been refitted, remodeled, with new stage paraphernalia, and entirely renovated and improved every way, is now ready for the purposes for which it was intended. Troupes will find it now the best Hall of it size in the State.
C. J. WILLIS, Proprietor.
Tarboro, N. C., May 5, 1881.-tf.


NOTICE.

THIS is to notify the public in general that, in a few days, a general Grocery business will be conducted at the store recently occupied by F. R. Pender & Co., in the name and style of SPRAGINS & CO.
Tarboro, Sept. 15, 1881.-2t.


Rocky Mount Mills

ARE in full 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,
Secretary and Treasurer.
April 11, 1878. tf.


FOR SALE!

THAT very valuable property at KILL QUICK, consisting of 200 Acres of land, 135 Acres cleared. On the property are two stores, one 18x36, a fine stand for a Grocery business; the other 24x52, with five living rooms on the upper floor, with kitchen and dining room attached. Fine assortment fruit trees, consisting of apples, peaches, pears and grapes. Convenient to Churches and Schools, and one of the best stands for business in Eastern North Carolina.
☞ Terms easy. R. B. GATLIN, Agent.
Tarboro, Sept. 29, 1881.-3m.


NEW ADVERTISEMENTS.

1881 FALL. 1881

A. Whitlock,
MERCHANT TAILOR
AND
CLOTHIER,
TARBORO', N. C.

ENTIRE NEW STOCK OF
FALL AND WINTER
CLOTHING
For MEN and BOYS,
Just arrived, consisting of the newest styles Fabrics and cuts, and selected with special care for quality, fast colors, durability and general effects. For Dress, Business and School, you will find the largest assortment, finest goods, best fitting, best wearing Clothing sold in the State at:

WHITLOCK'S IN TARORO.

You may be of any age, length, breadth, color or complexion, you will be fitted every time in size and price. Call and be convinced.

TAILORING DEPARTMENT.

We have a larger line of Piece Goods than ever, in imported and domestic makes in choice designs for customers preferring to have Clothing made to order. We can produce more proof as to general satisfaction in this Department than all other Tailors in the State

☞ We also have a full new stock of Boots, Shoes, Hats, Dry Goods, Gents' Furnishing Goods and general full outfits for Men and Boys.

Please don't forget that we have the largest selection of Overcoats and Ulsterettes in Town.

No trouble to show goods.

Respectfully,
A. WHITLOCK, Manager.

1881 FALL. 1881


Edgecombe County—In the Superior Court.

Penniny Askew against Henry Askew,
*Summons for Relief.*

STATE OF NORTH CAROLINA,
To the Sheriff of Edgecombe Co.—Greeting:
You are hereby commanded to summon Henry Askew, the defendant above named, if he be found within your county, to be and appear before the Judge of our Superior Court, at a Court to be held for the County of Edgecombe, at the Court House in Tarboro, on the sixth Monday after the first Monday of September, and answer the complaint which will be deposited in the office of the Clerk of the Superior Court of said county, within the first three days of said Term, of said Court, and let the said defendant take notice that if he fail to answer the said complaint during said Term, the plaintiff will apply to the Court for the relief demanded in the complaint.
Herein fail not, and of this summons make due return.
Given under my hand and seal of said Court, this 20th day of August, 1881.
W. A. DUGGAN,
Clerk Superior Court, Edgecombe Co.
Frank Powell, Att'y for Plaintiff.
aug.25,-6w.

NOTICE.

HAVING qualified as Administrator with the Will annexed of Susan Thigpen, notice is hereby given to all persons indebted to the estate of the said Susan Thigpen to make immediate payment, and all persons having claims against said estate will present them for payment to me or to my Attorneys, Philips & Staton, on or before the 10th day of September, 1882, or this notice will be pleaded in bar of their recovery. This Aug. 30th, 1881.
CHARLES G. THIGPEN, Adm'r, with the Will annexed.
By Philips & Staton, Att'ys.
Sept. 1, 1881.-6w.


MEDICAL.

ST. JACOBS OIL
TRADE MARK.

THE GREAT
GERMAN REMEDY.
FOR
RHEUMATISM,
*Neuralgia, Sciatica, Lumbago, Backache, Soreness of the Chest, Gout, Quinsy, Sore Throat, Swellings and Sprains, Burns and Scalds, General Bodily Pains,*
*Tooth, Ear and Headache, Frosted Feet and Ears, and all other Pains and Aches.*
No Preparation on earth equals St. Jacobs Oil as a *safe, sure, simple* and *cheap* External Remedy. A trial entails but the comparatively trifling outlay of 50 Cents, and every one suffering with pain can have cheap and positive proof of its claims.
Directions in Eleven Languages.
SOLD BY ALL DRUGGISTS AND DEALERS IN MEDICINE.
A. VOGELER & CO.,
*Baltimore, Md., U. S. A.*

MALARIAL
POISON.
This poison causes nearly all sickness at this time of the year. Its origin is a disorder of the liver, which, if regulated in time, great suffering, wretchedness and death will cease. A gentleman writing from South America says: "I have used your Simmons Liver Regulator with good effect, both as a preventive and cure for malarial fevers on the Isthmus of Panama."

A Purely
Vegetable
MEDICINE
An effectual specific for malarious fevers
Bowel Complaints, Jaundice, Colic, Restlessness, Mental depression, Sick Headache, Constipation, Nausea, Biliousness, Dyspepsia, &c.
If you feel drowsy, debilitated, have frequent headache, mouth is foul, bitter, poor appetite, and tongue coated, you are suffering from torpid liver, or biliousness and a dose will cure you. Regulate the liver and permanently as to take
SIMMONS LIVER REGULATOR.
It is given with safety to the happiest results to the most delicate infant. It takes the place of calomel and opium of every kind. It is the cheapest, purest and best family medicine in the world.
Buy only the genuine in white wrapper with red Z, prepared only by J. H. ZEILIN & CO.
Sold by all Druggists.

J. M. Baker, M. D. J. M. Rowe, Ph.G.
BAKER & ROWE,
DEALERS IN
*Drugs, Medicines, Perfumery, Toilet Articles, Paints, Oils, Dye Stuffs, Tobacco and CIGARS,*
Main St., Tarboro, N. C.
Next door to H. Morris & Bros.
Physicians' Prescriptions carefully compounded day and night.
As seen from above, I have formed a copartnership with Mr. J. M. Rowe for the purpose of carrying on the Drug Business, at the old stand formerly occupied by myself. Mr. Rowe is a graduate from the Philadelphia College of Pharmacy, and he has had eleven years experience in some of the largest stores in the country. By strict attention to business, we hope to merit a continuance of the liberal patronage of the public.
JULIAN M. BAKER, M. D.
After an absence of eleven years I have returned to my old home and formed a copartnership with Dr. J M. Baker for the purpose of carrying on the Retail Drug Business. I shall devote my time and attention to the business, and hope that my friends and the public generally will give us a fair share of their patronage.
JOHN M. ROWE.
Tarboro, N. C., May 12, 1881.-tf.

WILLARD HOTEL LOTTERY.
THE DRAWING
Finally Settled and Fixed.
Thursday, Nov. 10, 1881
Is the day it is finally upon.
THE drawing of this scheme has been finally settled upon, and will certainly take place on Thursday, the 10th of November, 1881, by consent of the Commissioners, and this will enable me to sell all of the remaining tickets.
All persons, therefore, intending to invest in this scheme, may rest assured that there will be no further delays or postponements.
LIST OF PRIZES.
The Willard Hotel, valued at $250,000
(it is the finest hotel in Louisville)
One Residence on Green Street.....$15,000
One Residence on Green Street.....15,000
Two Cash Prizes, each $5,000.....10,000
Two Cash Prizes, each $2,000.....4,000
Five Cash Prizes, each $500.....2,500
Five Cash Prizes, each $100.....5,000
One Hundred Cash Prizes, each $50.....5,000
Five Hundred Cash Prizes, each $20..10,000
One Set of Bar Furniture.....1,000
One Fine Piano.....500
One Handsome Tea Set.....100
400 Boxes Old Bourbon Whisky, $36..14,400
10 Baskets Champagne, $35.....350
Five Hundred Cash Prizes, each $10..5,000
400 Boxes Fine Wines, $30.....12,000
200 Boxes Robertson County Whisky, $30 6,000
400 Boxes Havana Cigars, $10.....4,000
Five Hundred Cash Prizes, each $10..5,000
AMOUNTING TO $369,850
Whole Tickets, $8; Halves, $4; Quarters, $2.
Remittances may be made by Bank Check, Express, Postal Money Order, or Registered Letter.
Responsible agents wanted at all points. For circulars, giving full information and for tickets, address,
W. C. D. Whips,
Willard Hotel, LOUISVILLE KY.
Sept. 5.-10w.



Tarboro' Southerner.

Thursday, : : October 6, 1881


THE RAILROAD WAR.

Andrew's Reply to Vance.

From the Charlotte Observer.

WESTERN N. C. R. R. Co.,
PRESIDENT'S OFFICE,
RALEIGH, September 13, 1881.

In asking space in your columns to reply to the second onslaught of Senator Vance, I beg your readers to bear in mind that I did not inaugurate the controversy, and that my appeal to the great tribunal of public opinion was forced upon me by the Senator.

QUESTIONS ALREADY SETTLED.

Some of the matters apparently at issue have been already settled, and it is well to determine what these are.

Senator Vance in his first interview asserted that the word "continually" was found both "in the original bill and the grant of the extension," and enlightened the reporter with an ingenious argument to show the "wisdom" of such a provision, though the word might appear "technical to a casual examiner." When the "casual examiner" after diligent search, fails to find the word thus quoted and commented upon, the Senator grandly says that such quibbling "is unworthy of notice."

He also stated in the interview: "At the expiration of two weeks there had been no renewed application for the extension complying with the conditions. I conclude the present controllers were procrastinating to gain time, and wrote letters to Governor Jarvis and Dr. Worth withdrawing my consent." I proved by the statement of Governor Jarvis that I presented the petition on the ninth day after the meeting "prepared strictly as agreed upon," and thus exposed his misstatement in regard to that fact. This, too, the Senator deems "quibbling," and passes by. But an enlightened public cannot so esteem it, because it was this very alleged delay which he offered as his excuse for withdrawing his assent to the extension, solemnly promised nine days before. If there was no procrastination, and he does not now pretend there was any, the Senator is left without justification for his action.

THE CHARGE OF FRAUD.

This brings me to the charge made in the interview and reiterated in the letter, that "the signature of Dr. Worth to the extension" was "obtained by fraud." The Senator now says the fraud consisted in my getting Dr. Worth's signature "in ignorance of his (Vance's) letter," though not in ignorance of the Senator's purpose to withdraw his assent from that grant, for the knowledge of such purpose by Dr. Worth he is obliged to admit. Here the Senator pins his reliance to the strict letter of the interview, and no longer makes the reporter the scape goat to bear all its errors. Until the publication of this last letter I understood the point of his charge to be that I had procured the signature without putting Dr. Worth on his guard as to the views of the Senator, and his attempted withdrawal. It did not then occur to me, as I suppose it did not occur to any reasonable human being, that Senator Vance intended to base his charge af fraud upon my obtaining the signature of Dr. Worth before the actual receipt of his letter, when the amplest notice of the Senator's views and purposes had been given. So grave an accusation from so high source upon such a slender foundation did not seem to me possible. In this, however, it seems that I am mistaken; but if I was in error Senator Vance himself led me into it. Any one who reads the interview and the card of the next day will perceive that their whole scope was to impress the public with the idea that Dr. Worth was not aware of his withdrawal when he signed the extension, and in answer I proved that Dr. Worth had full and complete notice of the withdrawal. In his interview the Senator couples both letters together and speaks of their contents as the same, and if the contents of the letter to Governor Jarvis and the contents of the letter Dr. Worth were the same, a notice of the contents of the one was notice of the other.

"I wrote letters," he says, "to Governor Jarvis and Dr. Worth, withdrawing my consent to the extension under any circumstances, and begging them not to act without me."

In his card he says: "Again, you say in relation to my letteas to Governor Jarvis and Dr. Worth withdrawing my assent to the expected application," &c.

It was not until the Senator's third attempt to write the "history of this transaction" that he discovered that Dr. Worth's letter was "fuller than the one to Governor Jarvis," and yet it seems that so insignificant was the letter that it was not even preserved by Dr. Worth, and the Senator is unable to publish its actual contents. Am I to blame for failing to discover the difference in the letters of the Senator, when I never saw the letters? I took the Senator's word for the contents as he stated them in his interview and card.

If the Senator stands on Dr. Worth's ignorance of the letter literally, when he had full knowledge of its contents, the assignees need have no cause of alarm about the validity of their extension.

THE SENATOR'S CHARGE MADE IN IGNORANCE OF THE FACT.

The Senator says:

"I never saw the letter which Governor Jarvis wrote to Dr. Worth, published by Colonel Andrews, nor heard of it until the 30th of August, the day before the Colonel's publication."

Exactly. The Senator did not know when he wrote his interview of the 27th and his card of the 28th, that Governor Jarvis, at my request, had apprised Dr. Worth of the Senator' letter to him (Jarvis) withdrawing his assent to the extension, and the fraud he then intended to charge was the supression of the fact of his withdrawal. Now, when I published Governor Jarvis' letter refuting that charge, the Senator endeavors to escape from that issue, and says it was simply ignorance of his letter, and not of his withdrawal. If he had been aware of Governor Jarvis' letler to Dr. Worth, it is evident that that "interview" would never have been published. He had never heard of that letter of his commissioner and hence the charge of fraud. The Senator thought I had sent Mr. Badger in haste to prevent Dr. Worth getting notice of his "withdrawal," but he was mistaken. Now the Senator says that Dr. Worth writes, "I would not have signed it if I had received your letter; and so he did write. But in the last ten days Dr. Worth has explained that, in the presence of at least three gentlemen of high character, by saying that he would not have signed it then in respect for Governor Vance, but that he felt bound by his promise, and after seeing Gavenor Vance and explaining to him, he would have signed it. Dr. Worth has said publically that I committed no fraud upon him, and he has not denied, and I do not think he will ever deny, that his signature to the extension is his voluntary act, and that he stands by it yet.

"THE DOUBLE DECEPTION."

The Senator has, however, found another ground of fraud which he is pleased to term "a double deception," to wit, that Mr. Badger told Dr. Worth, on the 15th, that Governor Jarvis had signed the application, whereas the record shows that he did not sign it until the 16th.

If Mr. Badger did say that, he had Governor Jarvis' written authority for the assertion, for Governor Jarvis, in his letter of the 14th to Dr. Worth, which Senator Vance publishes in immediate connection with the signing, uses this language:

"The situation seems to me to be that we have to take the responsibility to extend the time or the responsibility to stop the work. I choose to take the responsibility to extend the time. If you agree with me you can, in your own way, say so to Andrews in writing. I have already done it for myself."

If Mr. Badger was incorrect in his statement as to the time of signing by Governor Jarvis, every fair-minded man will see that it was Governor Jarvis who misled him by the paragraph quoted from his letter. It must be remembered also that Governor Jarvis participated in all the transactions on which the Senator bases his charge of fraud against me. Did I send a messenger to Dr. Worth to get him to sign the extension? So did Governor Jarvis, for Mr. Badger bore his letter to the Doctor also. Did I request Dr. Worth verbally, through my agent, Mr. Badger, to sign the extension? Governor Jarvis did more. He wrote the "urgent letter," as the Senator calls it, to induce the Doctor to sign the extension. Did I fail to mention the fact that the Senator had written Dr. Worth a letter? So did the Governor, for he no where mentions it in his letter. Did I send a communication on Sunday, as the Senator emphasizes? So did the Governor. So that in all things Governor Jarvis must suffer "the like condemnation" with me.

I have discussed the transaction all the while as if there had been some duty resting upon me to inform Dr. Worth of Governor Vance's withdrawal. I did, in fact, so in form him, but there was not the slightest obligation resting upon me, legal or moral, to give Dr. Worth the information. He had agreed on April 30th to the grant of extension, upon certain conditions, which conditions had been performed, and I was entitled to his signature to the extension as a matter of right, entirely independent of any action of Senator Vance.

The statement of the charge, as the Senator now narrows its foundation, is its own refutation. Not even Senator Vance, great as his influence undoubtedly is, can make the people of North Carolina believe that I acted fraudulently in getting Dr. Worth's signature, before he received Senator Vance's letter, (a letter that, after all, as it seems, contained nothing startling beyond the simple announcement of the Senator's withdrawal and a request not to sign), knowing as they do, and as the Senator now does, the facts of the transaction:

First. That I took especial pains to induce Governor Jarvis to telegraph Dr. Worth to come to Raleigh, and thereby to bring him and the Senator's letter together at the earliest possible moment.

Second. That failing in that by reason of Governor Jarvis' refusal to telegraph, I notified Dr. Worth, both verbally by my messenger and by letter from Governor Jarvis, of the Senator's withdrawal of assent, thereby affording Dr. Worth ample opportunity to hold back if he did not wish to sign the extension without hearing further from the Senator. Had I wished to do anything on the sly, I would never have asked Governor Jarvis to telegraph Dr. Worth to come to Raleigh, as it is not denied I did. I am content to leave the verdict to the people.

THE ASSIGNEES DID PERFORM THE CONDITIONS.

The second charge, "that the controllers had not complied with the conditions annexed to the consent to the extension," is easily refuted. Governor Jarvis, in his letter to Senator Vance, dated May 13th, 1881, says: "On Monday, the 9th, Col. Andrews presented me with the paper prepared strictly as agreed upon, with all the suggested amendments made and signed by W. P. Clide, A. S. Bufort and T. M. Logan." Again, on the 14th of May, Governor Jarvis wrote Dr. Worth: "They (the assignees) presented to me last Monday the application for the extension in the form, and signed by the parties agreed upon by us, as you will see by the examination of the paper itself." The Senator asserts in his letter of May 12th to Governor Jarvis, that "no legal application by the assignees has yet been presented, as Andrews promised." This is another error in history into which the Senator has fallen. Three days before this, to-wit, on the 9th, the petition, "prepared strictly as agreed upon," had been presented to Governor Jarvis, the only commissioner accessible that day, and was received by him for the board of commissioners.

THE NEW OBJECTION.

But the Senator in his further researches professes to have found yet another fatal objection to the extension. He says it is necessary that "all three of the commissioners should be present when such action is taken," and he cites the case of the North Carolina Railroad vs. Swepson, 71 N. C., 250. If the Senator will permit me to take legal advice upon this point, my counsel suggests that Judge Reade, just a little further down in the opinion quoted, says: "A diferent rule prevails in public agencies, where a majority may act." The Senator, as a lawyer, ought to quote all the opinion. Judge Ruffin, in the State vs. Lane, 4 Iredell, on page 455, to which the Senator refers, says: "It is the old principle of the common law that the interest of the public, that the powers of a public nature should be exercised, makes it necessary to enable the majority to act in the opposition to the minority." The Legislature recognized this principle of the common law by incorporating it in in the act for the sale of the road. The Senator, feeling the weakness of this position, says that least "it was necessary that they (the commissioners) should all act together. That is precisely what they did.

Then follow memoranda from Board of State Commissioners showing an "extension of the time" was agred to by them, and that Vance—he argues—had consented to permit Best to take back the road, Col. Andrews concludes thus:

And yet this representative of the people, believing that the assignees did not intend to "pay the price" they contracted to pay, by building to Ducktown, and that they were daily violating their contract by discriminating "against the towns and cities of the State, to ruin many and greatly injure all," does not open his mouth in protest, but aids the assignees in what he conveived to be their deception of the people, agrees to an extension under certain conditions, and only takes active ground against the assignees after he learned on April 30th that the road would be built to Ducktown.

What caused the Senator suddenly to remember all these things? Was it the visit of Mr. Best to Washington early in May, just before his withdrawal letter of May 12th? When he thinks the road will not be built, all during the year 1880, he is silent. When he is told that hands have been advertised for, the work about to be put to contract and that the assignees have made up their minds to go to Ducktown, then for the first time he begins his active fight against the assignees.

WHAT DOES THE SENATOR WANT?

Does he wish the work thrown back upon the State? He knows that if the extension should fail the work would stop. Is the State prepared to go on with the work, even if her people were ready to trail her plighted honor in the dust to get possession of it? If the Senator desires to go before the people upon the question of the return of the Western North Carolina Railroad to the State, let him declare his purpose. The cost of such a step, the delay of the work, the irreparable injury both to the people of Western North Carolina and to the entire body of tax payers are matters I do not care to go into at this time.

I beg the indulgence of your readers for the space consumed which, in justice to myself, I could not make less. A. B. ANDREWS.


Bogus Certificates.

It is no vile drugged stuff, pretending to be made of wonderful roots, barks, etc, and puffed up by long bogus certificates of pretended miraculous cures, but a simple, pure, effective medicine, made of well known valuable remedies, that furnishes its own certificates by its cures. We refer to Hop Bitters, the purest and best of medicines.—Republican.


A Kentucky editor bought his ink by the jugfull, because he could get it cheaper, but his wife went to fill his inkstand one morning and found it was not ink by a jugfull.


Cincinnati Irish Citizen: Mr. Thomas Lewis, 62 Butler street, informs us that for seven years he was afflicted with that dreadful malady, Sciatica, and being induced to try St Jacobs Oil, found almost immediate relief therefrom, and is now perfectly cured.