



LEWIS HANES, Editor & Proprietor.

"The Old North State Forever."—Gaston.

SALISBURY, N. C. THURSDAY, FEBRUARY 21, 1867.

VOL. I.

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SALISBURY
BOOK STORE.
 THE Subscriber is constantly adding to the Stock of BOOKS now on hand, all of the latest and best publications to be had. All kinds and grades of
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 Salisbury, N. C., Oct. 18, 1866. 67-3m

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 The God of the Nation,
 HAS LATELY BEEN
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 having increased in extent as to the number of the Reports, the publishers propose disseminating that with the current Reports, and issuing in its place the series recently commenced of **English Reports**, the merits and tenor of the work will be issued in two series, Law and Equity, and be published in monthly parts. The common law series will be pagged and indexed so as to bind into separate yearly volumes for the **Queen's Bench Reports, Common Bench Reports, Exchequer Reports, and all volume for the courts of Probate, Divorce, Matrimonial cases and admiralty.** The reports of the court of criminal appeal will be pagged and indexed separately, so as to bind into a volume when of sufficient bulk. The equity series will be pagged and indexed so as to bind into one volume for the court of appeal.
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 Jan. 5, 1867. 12-1m

THE
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(TRI-WEEKLY.)
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TERMS—CASH IN ADVANCE.
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 Five Cents per Copy.
 A copy of the paper indicates the expiration of the subscription.
 The type on which the "OLD NORTH STATE" is printed is entirely new. No pains will be spared to make it a welcome visitor to every family. In order to do this we have engaged the services of able and accomplished literary contributors.
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"Go it Alone."
 BY JOHN G. Saxe.

There's a game much in fashion, I think its called euchre.
 Though I've never played it for pleasure or lucre,
 In which, when the cards are in certain conditions,
 The players seem to have changed their positions.
 And one of their cries in a confident tone,
 "I think I might venture to go it alone."
 While watching the game, 'tis a whim of the bard's
 And moral to draw from the skinfish in cards,
 And fancy he finds in the trivial strife,
 Some excellent hints for the battle of life.
 Where, whether the prize be a ribbon or throne,
 The winner is he who can "Go it alone!"
 When great Galileo proclaimed that the
 world
 In a regular orbit was ceaselessly whirled,
 And got—not a convert for all of his pains,
 Boldly derision, and prison and chains—
 "It moves, for that," 'twas his answering
 tone,
 For he knew like the earth, he could "go it
 alone!"
 When Kepler, with intellect piercing afar,
 Discovered the laws of each planet and star,
 And doctors who ought to have landed his fame,
 "I can wait," he replied, "till the truth you
 shall own."
 For he felt in his heart he could "go it alone!"
 Alas for the player who idly depends
 On the **circle of life**, upon kindred and
 Whatever the value of blessings like these,
 They can never atone for injurious ease.
 Nor comfort the coward who finds with a
 groan
 That his crutches have left him to "go it
 alone!"
 There is something, no doubt, in the hand
 you may hold;
 Health, family, culture, wit, beauty and gold;
 The unfortunate owner may fairly regard,
 As each in its way a most excellent card—
 Yet the game may be lost, with all these for
 your own,
 Unless you've the courage to "go it alone!"
 In battle or business, whatever the game,
 In law or in love it is ever the same,
 In the struggle for power or scramble for
 pelf,
 Let this be your motto—"Reply on yourself!"
 For whether the prize be a ribbon or throne,
 The victor is he who can "go it alone!"

The New Stay Law Explained.
 We publish in another column the new Stay Law passed by the Present Legislature. The following excellent criticism and explanation of the law was furnished us by a legal friend, and will be found both interesting and useful.—*Char. Democrat.*
 The first section enacts "That all warrants issued by a Justice of the Peace in civil cases shall not be returnable within 12 months after the execution of the same before the Justice of the Peace for the county." A worse specimen of English composition would be hard to find. "That all warrants issued, &c., shall not be returnable within twelve months," would imply that some or perhaps nearly all of such warrants may be returnable within twelve months, and to prohibit such warrants from being returnable before some Justice of the Peace implies that there may be other Justices before whom such warrants may be returned. The true intent and meaning of the section evidently is, that no civil warrant shall be returnable within twelve months from the time it is served; and this provision, by a subsequent section, is confined to contracts prior to May 1865.
 The second section restores to Justices of the Peace the jurisdiction which they had in 1860, but provides that suits commenced under the Convention Stay Law for sums within their former jurisdiction of Justices of the Peace, may be prosecuted in the courts where they are now pending.
 Section third, after repealing in double the number of words the identical provisions of section first, goes on to provide that when the warrant is returned for trial at the end of twelve months from service, if the defendant shall pay one-tenth of principal and interest, and all costs accrued up to that time, he shall have twelve to plead; then being again notified of the time and place of trial, by paying one-fifth of the residue, he is allowed twelve months longer to plead; at the end of which time, by paying one-half, he gets twelve months more; at the end of which time judgment may be rendered on the remainder. It is further provided "that executions already rendered on judgments of Justices of the Peace shall be stayed for twelve months from the ratification of this act." It will be observed that there is one class of cases not provided for in this or any other section of the act, namely: cases where Justices judgments have been given and executions not already rendered. It was probably not the intention of the Legislature to exclude these cases, but it will require a very *lajudicious* construction to embrace them.
 Section four is another delectable specimen of legal and grammatical tomfoletry and nonsense. Its author certainly never drew very deep rations from old father Murray, much less from Coke or Blackstone. "That on all debts contracted since the first of May, 1865, and all warrants issued for the same shall be returned and tried according to the provisions of the Revised Code, chapter 62, and the remedy in such cases shall be the same as in '60." Now what is it that is to be "returned and tried?" Can any one tell? It is plain enough that "all warrants issued for the same" (contracts since May, '65) are to be thus "returned and tried." But there is something else: "on all debts contracted since May '65, and all warrants, &c., shall be returned and tried!" Clear as mud and twice as soft. But really it is hard to understand what is meant. The only way to relieve the grammatical blunder is to strike out the proposition on before all debts, and we then have "all debts contracted since May '65, and all warrants issued for the same, &c., shall be returned and tried, &c.," which is still unintelligible, as there is no such thing as returning a legal proceeding as returning and trying debts. We return process and try actions of debt. But let us suppose that this was mere untechnical phraseology on the part of the draftsman, and that it was really meant to be enacted that "all process or writs issued on debts contracted since May, '65, and all warrants issued for the same," &c., and we are in as great a bewilderment as ever; for they are all writs and warrants, to be "returned and tried" according to chapter 62, Revised Code, which relates only to Justices of the Peace. Did the Legislature intend to take from the Courts jurisdiction of "all debts contracted since May, '65," and confine the trial of such cases exclusively to Justices of the Peace? Surely not. Simply that the provisions of this act shall not apply to debts contracted since May, '65, and that the remedy in such cases shall be as in 1860.
 Sections 5th and 6th provides substantially that all writs on debts prior to May '65, shall be returned, or, if already issued, shall be continued to Spring Term, 1868, of the Superior Court, and the defendant by paying at that time one-tenth gets twelve months to plead; then at the end of twelve months he pays one-fifth, then one-half, and then judgment is rendered against him for the remainder. If he fails to pay any instalment judgment is rendered,

not for the whole debt, but for the instalment only, and the Sheriff is prohibited from levying any execution issued on such judgment till after the 1st day of January following the rendition of the judgment: "Provided, however," (we quote verbatim) "any debtor tendering or paying to his creditor on any debt contracted prior to 1st May, '65, the one-tenth of his indebtedness without a suit having been brought on the same, the said one-tenth shall be entered as a credit on the evidences of said indebtedness. Thereafter the remainder of said indebtedness shall not be sued on for twelve months after the payment or tender of said one-tenth." Hereafter there'll be no afternoon preaching after this in the afternoon.)
 Did such a production as this proviso ever emanate from jurists and law givers before—or behind? The grandest conceptions of Solon and Lycurgus pale into utter insignificance. Why just think of it: The Legislature of North Carolina has solemnly declared that when a debtor pays a portion of his debt the payment shall be entered as a credit on his note! Isn't that marvelous! and won't it be so convenient in practice! But, mind you, this highly beneficial enactment applies only to debts contracted prior to May, '65. If a debtor pays a part of a debt contracted since May, '65, you have no right, under this act, to enter such payment as a credit on his note! Our Legislature, you perceive, understand the philosophy of discrimination. They know what's what and what aint what. But this proviso goes further still: It provides that if the debtor tenders a portion of his indebtedness to his creditor he shall have credit on his note for the amount of indebtedness so tendered! The vexed question of legal tender has thus been (incidentally it is true) finally settled. Some thought nothing but gold and silver a legal tender, others thought greenbacks would do under late acts of Congress, but our General Assembly in its wisdom has seen fit to split the difference and make one-tenth of a man's indebtedness prior to 1865 a legal tender! What penalty is to be visited upon any hard-hearted, recalcitrant creditor who may refuse to accept one-tenth or any other part of his neighbor's indebtedness, or to enter the same as a credit on his notes. Our Justinsians at Raleigh neglected to say, But, seriously, what is the sense in enacting that if the debtor tenders a part of his debt the same shall be entered as a credit on his note whether accepted or not? Who is to enter the credit if the holder of the note refuses? Such enactments are worse than idle.

Section 7th repeals so much of the Convention Stay Law and all other laws coming in conflict with this act.
 Section 8th suspends operation of statute of limitation from May, 1861, till January, 1870. (There are already on our Statute Book, unrepealed, two distinct acts of similar import.)
 Section 9th—that the act shall be in force from and after its ratification.

A Gift from General Sheridan.
 A few days ago General Sheridan sent to Miss Rebecca Wright, of Winchester, Virginia, a gold chain, set with pearls and charms, one of the latter being an exquisitely wrought miniature sword ornamented with diamonds. Accompanying the gift was a letter from Gen. Sheridan, acknowledging Miss Wright's services, which led to the General's success at the battle of Winchester, on Sept. 19th, 1864.—Miss Wright was a zealous advocate of the Union cause, and willing to aid it at any sacrifice. When, in the course of the battle, Gen. Sheridan was in great doubt how to act, he sent a scout to the lady, who, writing upon a piece of paper the needed information, and enclosing it in tinfoil, the scout carried it in his mouth, and successfully eluding search, gave it to Gen. Sheridan. This paper conveyed to the General the information which enabled him to achieve the victory.—*Phil. Ledger.*

A Fortune for a Halifax Man.
 From some statements which have been made to us, we are gratified to learn that there is a strong probability that Sheriff Snow, of this county, is one of the heirs to a fortune of fifty or sixty millions, in England. There is a valuable portion of London known as Snow Hill, which formerly belonged to Dr. Nathaniel Snow, who emigrated to this country many years ago, and died here, leaving no will. A man by the name of Sam Snow brought suit for the property in England, a short time ago, but failed to get it, because it was proven that the property belongs to the heirs of Dr. Nathaniel Snow, and Sam Snow could not prove himself to be one of those heirs. It was proved, in the trial, that Dr. Snow emigrated to this country; and we learn that there is a table in the possession of some of the Snow family in Alabama, which contains the family record of Dr. Nathaniel Snow, and proves conclusively that our Sheriff and the Alabama Snows are the heirs of Dr. Nathaniel Snow.—*Weldon State.*

Our Raleigh Correspondence.
 RALEIGH, N. C., Feb. 19, 1867.
 MR. EDITOR.—The substitute offered by Mr. Sherman, combining both Stevens and Elliotts Bill, and which passed the Senate Sunday morning at 6 o'clock by a vote of 29 to 10, has been sent back to the House where it meets strong opposition, by both Radicals and Republicans. Quite a lively discussion took place in the House over the bill last night. It is now generally conceded that the bill cannot pass over the President's veto. It may be set down as a settled fact, that the present Congress will hardly pass either bill, but it is thought by gentlemen who have lately returned from Washington that, the work of restoration will surely commence when the new Congress convenes, as that body will be more Radical than the present one. It was rumored on our streets yesterday, that President Johnson would give his approval to the Stevens and Elliott bill, should it pass that he would no longer resist the Radical measures, but the rumor was not credited. The latest intelligence we have here, is that the bill now hangs fire in the House where it will be likely to remain for sometime.
 Several Bills have been passed by the Legislature since my last letter, but none of great importance save the Penitentiary Bill, which passed the Senate last night. The Legislature is holding night sessions for the purpose of adjourning sine die, next week; several of the members of both branches have already left for their respective homes.
 Governor Swain, delivered a Lecture in the Commons Hall, on Saturday night last, at the solicitation of several friends of the University. Both Houses adjourned to hear the Lecture. He gave a brief history of the University, beginning with its inception when the State Convention incorporated in the Constitution the requisition upon the General Assembly to inaugurate and sustain one or more Universities. The lecture was listened to with marked attention by many of our citizens and Members of the Legislature, who manifested great interest in the end.
 February Term of Wake County Court, is in session this week. Several County Officers were elected yesterday, which occupied its attention all day.
 Mr. W. J. Halleman of this County was elected Superintendent of the County Work House.
 Governor Parsons of Alabama arrived in this city yesterday from Washington City and is stopping at the Exchange Hotel. He visited the Legislature on yesterday, and was introduced to a number of Members. He does not speak very favorably of the present State affairs.
 General R. E. Colston of Hillsboro will deliver a Lecture in the Commons Hall, in this City on Friday night. Subject not known.
 Several Jews were brought before the Mayor yesterday charged with selling goods to colored Troops on last Sunday. The Mayor imposed a fine of ten dollars on each one and dismissed the case.
 Our Merchants are preparing to go North to purchase their Spring goods. Several have already gone. Trade has been very lively here for the last two months, and Greenbacks have been more freely circulated than for many months.
 A negro by the name of William Mayo, was robbed of \$76 and then murdered in this City last night by another freedman, Peter Lane a Blacksmith. Mayo was shot in the breast.
 Lane is still at large. Nothing more at present.
 UNION.

Prof Finney of Oberlin lately prayed for the President: "Oh Lord if thou canst manage him, without crushing him, spare him, otherwise crush him!" This reminds me of the Rochester Union of a preacher who, having a grudge against an unjust neighbor, prayed, "Oh Lord, take John Smith by the slack of his breeches and shake him over hell, but don't drop him!"

Sydney Smith once said that in England it is regarded as impertinence for a man with less than two thousand a year to have any opinion of his own.

Greely's Tribune Almanac ought to be impeached. It puts down the Southern States as *Stilles*, and gives the names of the Governors elected by "traitors."
 The followers of Stevens are called Thadicals.
A Card to Invalids.
 A clergyman, while residing in South America as a missionary, discovered a safe and simple remedy for the cure of Nervous Weakness, Early Decay, Diseases of the Urinary and Seminal Organs, and the whole train of disorders brought on by baneful and vicious habits. Great numbers have been already cured by this noble remedy. Prompted by a desire to benefit the afflicted and unfortunate, I will send the receipt for preparing and using this medicine, in a sealed envelope, to any one who needs it. FREE OF CHARGE.
 Address, JOSEPH T. ISMAN,
 Station B, Bible House,
 Jan. 15, 1866. —twly New York City