

Whitman & Co. North Side.

BY HANDS & BRUNER. SALISBURY, N. C., MARCH 30, '68

Conservative State Executive Ticket.

FOR GOVERNOR, THOMAS S. ASHE, OF ANSON.

FOR LIEUTENANT GOVERNOR, EDWARD D. HALL, OF NEW HANOVER.

For Secretary of State, ROBERT W. BIST, OF GREEN.

For Treasurer, KEMP P. BATTLE, OF WAKE.

For Auditor, S. W. BURGIN, OF BECKETT.

For Sup. of Public Instruction, REV. BRAXTON CRAVEN, OF RANDOLPH.

For Attorney General, SIMON H. ROGERS, OF WARE.

Conservative State Judicial Ticket.

Supreme Court Judges, RICHMOND H. PEARSON, of Yachin, WILLIAM H. BATTLE, of Orange, EDWIN G. READE, of Person, MATHIAS E. MANLY, of Craven, A. S. MERRINON, of Bertie.

Superior Court.

First District, DAVID A. BARNES, OF NEWFORD.

Second District, EDWARD J. WARREN, OF BRADFORD.

Third District, GEORGE Y. STRONG, OF WATER.

Fourth District, WILLIAM S. DEVANE, OF NEW HANOVER.

Fifth District, R. P. BUXTON, OF GRANVILLE.

Sixth District, THOMAS RUFFIN, JR., OF ALAMANCE.

Seventh District, FRANCIS E. SIOBER, OF BOWEN.

Eighth District, WILLIAM M. SHIPP, OF LINCOLN.

Ninth District, ANDERSON MITCHELL, OF IREDELL.

Tenth District, JOHN L. BAILEY, OF SHERWOOD.

Eleventh District, A. T. DAVIDSON, OF MAHON.

HON. THOMAS S. ASHE.

We run up to day, the name of Hon. Thos. S. Ashe, of Anson, as the Conservative candidate for Governor. Mr. Ashe is a gentleman of acknowledged ability, and no man in the State enjoys a more enviable character as a man. Our ticket is now complete, and we compare it with that of our opponents with pride and pleasure. Let every Conservative man do his duty under the lead of our standard bearers and victory will perch upon our banner.

REPUBLICAN NOMINEES.

The convention having increased the number of the Supreme Court Judges to five, the Republican Executive Committee have nominated Judge Reids and Hon. Thos. Settle as candidates for the places thus created. Judge Warren has also been nominated by them for Judge of the Superior Court for the 7th circuit in place of Mr. Settle. Messrs. Reids and Warren are also on the Conservative ticket.

THE NOMINATION.

The Executive Committee of the Conservative organization meets in Raleigh to-day to nominate a candidate for Governor to be run on our ticket in place of Gov. Vance, declined. Who the choice of the Committee will fall upon we do not know, but we doubt not a good selection will be made. We have never ventured to suggest the name of any person through our columns for the reason that we have every confidence in the wisdom and discretion of the Committee. Whoever the candidate may be he will have our cordial support.

WHERE THE MONEY GOES.

At a time like the present, when our people are completely impoverished, and when they are trying out daily to be relieved from their pecuniary embarrassments, they would do well to consider what is being done, and what is proposed to be done, with the little money yet remaining in the country. We belong to the liberal school in money matters as in every thing else. We are not, therefore, disposed to complain that such officers as are really necessary to carry on our State government should be paid an adequate salary. But we do protest against the creation of a number of new officers at a high salary when there is no present necessity for them at all. We do protest against the expenditure of the people's money unnecessarily at a time like the present.

Of all the legislative bodies that ever assembled in North Carolina, the Convention now sitting at Raleigh, has shown itself to be the most prodigal in the expenditure of the people's money. If the new constitution should be adopted—if we should decide at the ballotbox to abandon our present Constitution and State government for the new one proposed, the expenses of carrying it on will be increased at the rate of many thousands of dollars per annum, all resulting from the unnecessary increase of offices by the present convention. Let us enter into some calculations to show what additional amount of money will be required to carry on the new government if the people should agree to accept of it.

In the first place the number of judges in the State has been increased from eleven to seventeen. Two additional judges have been added to the Supreme Court bench without even a colorable pretext, and there is but little or no reason for the creation of the four new circuit judges at this time. These new judges will receive a salary of \$4,000 per annum each, which will, alone, increase the expenditures of the State government \$34,000 a year. In addition to this the convention has created a commission for the purpose of codifying the laws of the State, to consist of three persons at a salary of \$200 each per month, the commission to last for three years. This will add at least \$7,000 more to the yearly expenses for the next three years. They have also created the offices of Superintendent of public works and Superintendent of public instruction, which will add some \$4,000 besides the increase of salaries which will amount to about 20,000 more.

If, then, the new constitution should be adopted by the people, \$55,000 more will be required to carry on the government than will be required to carry it on if they should reject it. And most of this to pay the salaries of officers which are not at all needed to carry on the government, without which it has always been carried on heretofore. These are facts which the poor tax paying people of the country should ponder well before they decide how they will vote on the ratification or rejection of the new Constitution.

But it is not only in these respects that the convention has been lavish of the people's money. One of the first acts of that body was to vote its members a salary of eight dollars per day. No convention, or other legislative body, ever sat in North Carolina previous to the year 1862 the members of which received a larger salary than three dollars per day. The Gastons, the Stanlys, the Iredells, the Henrys, the Ruffins, the Badgers, the Grahams, the Moreheads, the Edwards, the Fishers, and other pigmies of by-gone days, were content with that sum. But making all due allowance for the depreciation of the currency, and the superiority of the Mulliks, the Roses, the Tegues, the Marshalls, the Kinneys, the Galloways and the Coffee Mayors of the present convention over the poor creatures whose names we have mentioned, and four dollars per day ought to have satisfied them. As the convention will sit about fifty five days, this would have saved to the State about \$26,000. But, not being satisfied with regarding each other as patriots (!) with the sum of \$26,000 of the people's money, they proceeded to reward Mr. Holden still more extravagantly. He, not being satisfied with the order that he induced Judge Brooks to make, that he should have the bankrupt advertising at nearly double the regular rates of such work, induced the convention to ap-

point his son reported for that body at a salary of \$6 per day, and to pay him for the publication of its proceedings in the Standard; thus adding about \$3,500 more to the useless and unnecessary expenditure of the people's money by that body.

Let the people look at these acts of a party that claims to be their only friends. Its brief career as the possessor of power in the convention should admonish them as to what they may expect in the future if they obey its behests now. Let them rally to the pole and defeat their nefarious schemes by rejecting the Constitution which proposes their degradation in addition to the increase in expenditures which they propose.

THAT OPINION.

When Judge Merrimon argued the question of the bankrupt printing before his honor Judge Brooks, that learned, enlightened and profound magistrate promised to write out and publish his "opinion" when he should make his decision in the case. We have waited long and patiently for that "opinion," but our patience is becoming somewhat wearied—"there is a point beyond which patience ceases to be a virtue."

On the day before, when Mr. Boyden argued the case, his honor was very anxious to leave the matter with the Register—thought the publication should be made in the local papers, and that it would be very wrong to let the Standard and the Pioneer have it all, but he had no discretion in the matter—was sorry he did not have—it was all fixed by another law of Congress—by the appropriation act and he did not have the power to interfere. Of course he will explain the whole matter when he publishes his "opinion"—he will show how the appropriation law came to affect private printing to be done in the execution of another law, on a wholly different subject matter—a separate and distinct code. It is true that this would be a severe task for such judges as Hardwick, Mansfield, Marshall, Taney and Story, but the unanimous mind of our District judge will experience no difficulty in the case, as he is said to arrive at correct conclusions almost by intuition.

But we want to see the "opinion." We call for the "opinion." The Bar is anxious to see the "opinion"—every body wants to see it. Not that any body questions the correctness of his honor's decision, but that they are anxious to see the reasons which led his honor to make a decision so much to the interest of his honor's personal and political friends—that they may read and understand—see and be convinced. Again we say, give us the "opinion"—the "opinion"—the "opinion."

THEIR ACTS VERSUS THEIR PROFESSIONS.

Holden, Settle, Thomas, and the other leaders of the radical party in this State, are denying that their party is in favor of negro equality. They declaim any intention of opening the colleges and public schools indiscriminately to the children of both races. They deny that they are in favor of enrolling both races in the same companies in the militia, which would certainly result in placing colored officers in command of white men in those companies in which the negro race predominates. They deny that they are in favor of permitting the intermarriage of whites and blacks. They deny that they are in favor of social equality with the negro race. All these things, and many more, they deny while they persistently refuse to incorporate any clause in the Constitution prohibiting them. They have proceeded all the time in the Convention upon the hypothesis of perfect equality between the races. A stranger reading the Constitution, now nearly completed, without any knowledge of the circumstances under which it was framed, would conclude that there was but one race of people in the State. But the people will judge the party by its acts and not by its professions. We give below the report of the proceedings of the Convention on these subjects and leave our readers to judge for themselves of its intentions.

Despite the denials of its leaders and press, the Radical party in North Carolina stands firmly committed to the dogma of the equality of the races. In proof of the charge, we collate from the report of the proceedings of the Reconstruction Convention, which was, we are justified in assuming to be a representative body, the following facts, votes and figures:

On the 10th of February last, the report of the committee on Militia came up for consideration. Mr. Graham, of Orange, moved to amend the first section by inserting the following: "That colored persons shall be organized into separate companies and that no white man shall be required to fight a negro officer."

matter is, that we have but few Jeffries in the country.

COUNTY CONVENTION.

We would remind our readers that Saturday next, the 21st inst., is the day fixed for the meeting of the County Convention to nominate Conservative Candidates to represent this County in the "House of Representatives" of the next Legislature, and to recommend a candidate to represent this County and Davie in the Senate of the same body.

A CANDIDATE FOR CONGRESS.

As the time for holding the election is but a month off, the Convention having fixed it on the 20th, 21st, and 22nd days of April, the Conservative people of this District will be under the necessity of selecting a candidate for Congress in a few days. We see that many citizens of Iredell have urged JOHN H. McLAUREN, Esq., of that county to consent to the use of his name in that connection. Mr. McLauren is a most worthy and respectable man; about whose conservatism there can be no doubt, and he has the further advantage of being able to take the required oath. Should he become the candidate of the Conservatives he will receive our hearty support.

THE SPEAKING.

Gov. Holden and Thomas Settle, candidates for Governor and Judge of the Supreme Court, spoke to about four hundred persons in the Town Hall in this place on yesterday. About one fourth, only, of the audience were white men, the rest negroes. We did not hear any part of the speech of Gov. Holden, but learn that it was much higher toned and more able than that of Mr. Settle. We heard a part of Mr. Settle's speech, and we never heard a more ad cap tandem demagogical speech than that part to which we listened. It consisted almost wholly in appeals to the passions and prejudices of his audience. He endeavored to excite them by exhorting incidents of the war that, for the sake of the peace of the country, should be allowed to repose in the silence of the tomb. And he appealed quite as much to the prejudices of his colored hearers as he did to his white hearers. His principle object seemed to be to identify the present Conservative party, if party it may be called, with the Secession party of 1860-'61, notwithstanding the fact that nearly all the leading Union men of that day are now members of the Conservative organization. If we had never entertained doubts before as to the propriety of giving the election of judges to the people, what we heard of this speech would have satisfied us on that point. The speech was that of a violent partisan, when a judge should be a man free from partisan prejudices.

A RADICAL POLITICAL JUDGE.

Judge Fisher, of the Supreme Court of the District of Columbia, has recently decided, in the habeas corpus case of Samuel Strong, demanded by Gov. Pierpont, of Va., as a fugitive from justice from that State, that Virginia is not a State in the Union and has no rights as such. This, under the circumstances, is a decision worthy of J. Jeffries in his palmy days; inasmuch as it can only be accounted for in the desire of him who rendered it to sustain the unconstitutional acts of Congress and is, therefore, wholly political.

EARLY IN THE MORNING.

Early in the morning a note was addressed to Messrs. Holden and Settle by the Conservative canvassers for this county, proposing a public discussion of the issues of the day—that some of our men should be allowed to meet them. This was declined, verbally, on the plea of a want of time. The district nominating convention, they said, was in session, and would not conclude its labors in time for such a discussion. The proposition was submitted to that body, and it was rejected by almost a unanimous vote—one member remarking that he had heard enough Conservative speeches, and that he now wanted to hear some Radical speeches. What excuse they will be able to find at their next meeting we cannot tell. Since the practice of canvassing first commenced in this State, no canvass has been conducted as they are conducting this.

RADICAL NOMINATION.

The Radical nominating convention for this Congressional District met in the Town Hall in this place on yesterday, and after considerable deliberation nominated Calvin J. Cowles, President of the late so-called Convention, as their candidate for Congress. We need not tell our readers who Calvin is,—he is now known in every part of the State, and will long be known, as the most inefficient presiding officer ever heard of in North Carolina. His strongest competitor for the nomination was, we learn, Mr. John McDonald, of Cabarrus. So far as we are concerned, we are as well satisfied with this nomination as it is possible for us to be, with any radical nomination. Of all the men mentioned in connection with the nomination we think Calvin can be most easily beaten if the Conservatives act wisely in bringing out their candidate. We have

several good and sound Conservatives in this district who can take the required oath, which is more than Calvin can do.

THE HOLDEN RECORD.

This illustrated paper made its appearance according to promise on the 13th, and is all that was promised. The subject of the publication is to give the public record of the Radical candidate for Governor during his whole political life, consisting mainly of the articles which he wrote for his paper—the Standard. The first number is pretty well filled with extracts from them, and the editor promises that the next one shall be still more "scorching."

STAY LAW.

As it is a matter of general interest to all classes of people we embrace the earliest opportunity of laying before our readers the Stay Law, or Relief Bill passed by the Convention, which will be found in another column to-day.

A CAMPAIGN PAMPHLET.

The publishers of the Daily Carolinian at Raleigh, N. C., propose to publish a campaign Pamphlet, provided sufficient encouragement be given them immediately. It will be a very interesting and effective electioneering document. In their prospectus the publisher's say:

"If we are immediately assured that a sufficient number of copies can be disposed of to cover the expenses of publication, we will make arrangements to have the pamphlet in the hands of the public within one week from to-day; and, if published, it will contain the North Carolinian's reports in full, the Constitution to be submitted to the people, a Caption of the Acts of the Convention, Gov. Graham's speech, together with the address of the Democrats of West Virginia; also, such other matter and descriptions of persons and scenes as have appeared in the North Carolinian touching the Convention and its respectable (!) members.

AN ORDINANCE RESPECTING THE JURISDICTION OF THE COURTS OF THIS STATE.

Section 1. Be it ordained by the people of North Carolina, in Convention assembled, That sections 1 and 2 of the Ordinance of the Convention adopted June 23d, 1865, entitled "An Ordinance to change the jurisdiction of the Courts and the rules of pleading therein," be and are hereby repealed.

Section 2. Be it further ordained, That section 3 of the above entitled Ordinance be amended to read as follows: Sec. 3. That all actions of debt, covenant, assumpsit, and account now pending in the Superior Courts shall be continued to Spring Term, 1869; and that the several Superior Courts at the Spring Term thereof only, unless otherwise herein provided, shall have exclusive original jurisdiction of all such causes of action except where jurisdiction has been or shall be given to a Justice of the Peace by the constitution or laws of North Carolina. Should the defendant at the Spring Term, 1869, or in any suit for the above causes of action then pending in the Superior Court, pay or confess judgment to the plaintiff for one-tenth of the debt or demand (principal and interest) and all costs to that time, he shall be allowed until the next Spring Term to plead. At the said Spring Term, should the defendant pay to the plaintiff or confess judgment for one-fifth of the residue of the debt or demand and cost, he shall be allowed until the succeeding Spring Term to plead. As the said Spring Term should the defendant pay to the plaintiff or confess judgment for one-half of the residue of the debt or demand, he shall be allowed until the succeeding Spring Term to plead. At the said Spring Term, should the defendant pay to the plaintiff or confess judgment for one-tenth of the debt or demand, and all costs to that time, he shall be allowed until the next Spring Term to plead. At the said Spring Term, should the defendant pay to the plaintiff or confess judgment for one-fifth of the residue of the debt or demand and cost, he shall be allowed until the succeeding Spring Term to plead. 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