

THE STAR AND NORTH CAROLINA GAZETTE.

DAVID OUTLAW, Editors. THOS. J. LEMAY, 5

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THOMAS J. LEMAY, PROPRIETOR AND PUBLISHER.

TERMS. Subscribers, three dollars per annum... Advertisement rates...

REMOVAL. THOMAS J. BARRON & CO. HAVE removed to No. 35, Nassau Street.

TO JOURNEMEN CORNHACKERS. THE subscribers in want of workmen at the above business...

THOMAS COBB'S. Raleigh, July 11, 1836. The Charlotte Journal will give this...

JAILOR'S NOTICE. COMMITTEES to the Jail of Northampton county...

TO FARMERS AND PHYSICIANS. FOR SALE. A tract of land of 430 acres...

MULES FOR SALE. The subscriber offers for sale two good Mules...

THE CAROLINA BEACON. A Weekly Miscellany, devoted to Literature, the Arts, Science, News, Agriculture, &c.

A LUCKY EXPERIMENT. During the severe frost which took place about four months ago...

prevented its wearer from sinking, brought safely to the brink—the caldressed in little Polly's bed clothes, exceedingly wet, and mewing piteously.

STORY OF THE HAT. FROM THE GERMAN OF GELBERT. Canto First. The man who first invented that Protean fashion's toy—a hat.

Now walking forth, the people saw And lested the change with great eclat.

Who can't be astonished conceive That seized the crowd, when they espied

He died, and left—bequest most rare! The three-cocked hat to his next heir.

The hat was now no longer new, (Three owners' hands it had passed through.)

Oh, happy thought! exclaimed aloud The young and admiring crowd.

He died, and left—bequest most rare! The black-dyed hat to his next heir.

The hair took home the hat in haste, And called it like a man of taste.

What further change the hat befel In came again, we shall tell.

From the Louisville Journal. At the request of many political friends as well as political opponents...

and agreed on Mathias McGirk to act with them as an arbitrator for the purposes aforesaid.

Now know ye, That we the said Henry S. Geyer, Thomas H. Benton and Mathias McGirk, arbitrators

Wash, attorney for the said Johnsons, and Joshua Barton, attorney for the said President, Directors and Company of the Bank of St. Louis,

met for the first time at the Bank of St. Louis, in the town of St. Louis, in the Territory of Missouri, when and where the said parties appeared by their respective attorneys—and having afterwards met from time to time pursuant to adjournments by us made, and having heard the allegations and proofs of the parties of and concerning the premises aforesaid; Do, thereupon, make and put in writing under our hands and seals, this our award, order, judgment and determination between the said parties of and concerning all and singular the premises aforesaid, whereof notice has been given to us by either of the said parties in manner and form following, that is to say:

First. It appearing to us that the above named James Johnson, agent for the Georgetown Company in Kentucky, of which company he and the above named Richard M. Johnson were at the time members, authorized John B. N. Smith to purchase for them stock in the Bank of St. Louis, and to draw on them for the amount of money to purchase the same, in consequence whereof the said John B. N. Smith drew two drafts or bills of exchange on the said James Johnson in favor of the said President, Directors and Company of the Bank of St. Louis, the one for twelve thousand five hundred dollars, dated fifteenth day of December, one thousand eight hundred and seventeen, the other for two thousand five hundred dollars, dated the seventeenth day of December, one thousand eight hundred and seventeen; which two drafts the said John B. N. Smith sold to the said President, Directors and Company of the Bank of St. Louis, for fifteen thousand dollars, and being afterwards presented to the said James Johnson, he accepted and agreed to pay the same, but has neglected and refused to do so: And the said President, Directors and Company of the Bank of St. Louis, on the second day of January, one thousand eight hundred and eighteen, drew their draft or bill of exchange on the Cashier of the said Georgetown Company in favor of Joseph Perkins for the same sum of fifteen thousand dollars, which being presented by the said Joseph Perkins to the said James Johnson, agent of the said Company, the said James Johnson promised to pay the same, but afterwards neglecting and refusing to do so, the said Joseph Perkins on the seventeenth day of February, in the last aforesaid, caused the said bill to be in due form of law protested for non-payment, and returned the same to the President, Directors and Company of the Bank of St. Louis: Wherefore, we do award, order, adjudge and determine, that the said James Johnson and Richard M. Johnson do and shall pay to the said President, Directors and Company of the Bank of St. Louis, the sum of fifteen thousand dollars, the principal of said bill, and the sum of nine hundred dollars, the legal interest thereon, and also the sum of fifteen hundred dollars, being the ten per cent damages on the principal of said bill, making in the whole the sum of seventeen thousand four hundred dollars.

Secondly. It appearing to us, that John B. N. Smith, Cashier of the Bank of St. Louis, some time in the month of December, in the year one thousand eight hundred and seventeen, transmitted to the aforesaid James Johnson, three certificates of deposit in the Miami Exporting Company for five thousand dollars each, and dated the 4th day of November, one thousand eight hundred and seventeen; one in favor of Henry Becktle, and by him endorsed and made payable in like manner, and the other in favor of the Cashier of the Bank of St. Louis, and each of said certificates were endorsed and made payable by the said John B. N. Smith, Cashier, to the order of said James Johnson, and that the said John B. N. Smith, Cashier, as aforesaid, also remitted to the said James Johnson two Bills of Exchange, for the sum of one thousand five hundred dollars each, drawn by Abijah Hall & Co. in favor of the said President, Directors and Company of the Bank of St. Louis, on Hugh Glenn, and by him accepted payable by the said Miami Exporting Company, which said Bills, were in the like manner endorsed and made payable by the said John B. N. Smith, Cashier, to the order of the said James Johnson on the twenty-sixth day of January, one thousand eight hundred and eighteen, received payment at the said Miami Exporting Company of the said Bills, one for three thousand dollars, and the other for two thousand dollars, and being negotiated came to the possession of one William J. Robinson, who has instituted a suit thereon in the Superior Court of the Territory of Missouri, against the said President, Directors and Company of the Bank of St. Louis; another for the sum of three thousand dollars being by like manner negotiated came into the possession of Matthew T. Scott, Cashier, of the Branch Bank of Kentucky, who has also instituted a suit thereon, in the same Court against the said President, Directors and Company of the Bank of St. Louis; The balance of the said fifteen Bills, amounting to the sum of twenty-eight thousand dollars, are in the possession of persons to the arbiters unknown. We do therefore, arbitrate, award, adjudge and determine, that the said James Johnson and Richard M. Johnson do and shall pay to the said President, Directors and Company of the Bank of St. Louis, the sum of fourteen thousand three hundred and twenty-two dollars sixty two and a half cents, being the amount of money paid at the Schuykill Bank, and at the Bank of St. Louis, on the said Bills as aforesaid, together with legal interest thereon from the time the same was paid. We do further arbitrate, award, adjudge, and determine, that the said James Johnson and Richard M. Johnson do and shall deliver to the said President, Directors and Company of the Bank of St. Louis, the said three Bills amounting to twenty thousand dollars, which they hold and claim payment of the said President, Directors and Company of the Bank of St. Louis as aforesaid. And we do further arbitrate, award, adjudge and determine, that the said James Johnson and Richard M. Johnson, their heirs, executors, or administrators, with a condition thereunder written, that in case the said President, Directors and Company of the Bank of St. Louis, will permit the said James Johnson and Richard M. Johnson, by themselves their Agents or Attorney to direct and manage the defence of the said Bank to the suit already brought, or which may hereafter be brought against the said Bank of St. Louis, on the said Bills issued by the said John B. N. Smith as aforesaid, if the said Johnsons wish to do so, and judgment should be obtained against the said President, Directors and Company of the Bank of St. Louis, on any or all of the said Bills, and the said President, Directors and Company compelled to pay the same, then if the said James Johnson and Richard M. Johnson, their heirs, executors, or administrators shall pay to the said President, Directors and Company of the Bank of St. Louis, the amount of such judgment, or judgments, together with all legal costs of suit and reasonable fees of Council, the bond by them entered into shall be void, otherwise to remain in full force and virtue.

Fourthly. It appearing to us that the said James Johnson and Richard M. Johnson, were stockholders and owners of a number of the shares of the capital stock of the Bank called the Kentucky Insurance Company, and that some time about the month of December, in the year one thousand eight hundred and seventeen, and about the time the said Insurance Company stopped paying its debts and redeeming its notes in circulation, the said James Johnson and Richard M. Johnson withdrew from the said Company of the funds thereof to the amount of their stock or shares therein, amounting to upwards of sixty thousand dollars—and it also appearing to us that the said Insurance Company, before and at the time the said Johnsons withdrew their stock as aforesaid, was indebted to the President, Directors and Company of the Bank of St. Louis, in the sum of one thousand three hundred dollars, balance of accounts between the two Banks; which sum the said Insurance Company has hitherto neglected and refused to pay; although the same was demanded of them on the seventeenth day of February, one thousand eight hundred and eighteen—and being of opinion the said James and Richard M. Johnson are bound in equity to pay the debts of the said Insurance Company to the amount of the funds by them withdrawn as aforesaid—we do therefore arbitrate, award, adjudge and determine, that the said James Johnson and Richard M. Johnson, do and shall pay to the said President, Directors and Company of the Bank of St. Louis, the said sum of one thousand three hundred dollars with interest thereon, from the said seventeenth day of February, one thousand eight hundred and eighteen, amounting in the whole to the sum of one thousand three hundred and seventy-eight dollars.