

THE WEATHER: Showers tonight, southerly winds.

REHEARSALS OF GIRL IN PINK

BRING HELD EVERY MORNING, AFTERNOON AND EVENING AT THE AUDITORIUM.

Play Will Be Put on the Boards on May 30. Is a Musical Comedy of the Highest Order. Many Clever Specialties on Bill.

The Girl in Pink. Harry Foots's latest and best musical comedy will be presented at the School Auditorium Friday night May 30th.

The Girl in Pink is called a musical rehearsal. It depicts a stranded theatrical company rehearsing in a new show.

There will be a good many musical numbers of solo duets and choruses and a number of dancing specialties.

Everyone remembers the great success of Slumberland and its beautiful music and dancing ensembles.

The three days White Sale opened at James E. Clark's Department Store this morning.

A number of North Carolina postmasters ran the gauntlet of the Senate yesterday afternoon.

SENATE CONFIRMS EIGHT POSTMASTERS.

Albemarle, Greenville, Mocksville, Hamlet, Lenoir, Mt. Gilead, Newton, and North Wilkesboro Offices Are Now Filled.

A number of North Carolina postmasters ran the gauntlet of the Senate yesterday afternoon.

HONOR BARBARA FRETCHIE.

Ceremonies to Mark Reinterment of Whittier's Heroine.

Frederick, Md.—The remains of Barbara Fretchie, the heroine of Whittier's poem, and those of her husband, John C. Fretchie, which were recently disinterred from the old Reformed Cemetery here and placed in the mausoleum at Mount Olivet, will be buried with appropriate ceremonies on Memorial Day, May 30.

JUDGE WHITAKER'S DAUGHTER WEDS.

New York, May 22.—Miss Kathleen Whitaker, daughter of Supreme Court Justice Edward Whitaker and Mrs. Whitaker, was married here today in St. Thomas Church to Dr. Warren Hildreth, Princeton '06.

MRS. OSCAR HOWLAND AND MRS. JOSEPH SAWYER WERE IN THE CITY ON A SHOPPING VISIT YESTERDAY.

DANIELS WRITES NOTE OF THANKS

DAILY NEWS IN RECEIPT OF COMMUNICATION FROM SECRETARY OF NAVY.

He Desires to Thank All for His Kind Reception Here on Monday. Appreciates Birthday Cake and Poem.

The Daily News is in receipt of a letter from Hon. Josephus Daniels today, in which he asks us to again thank the people of Washington for the kind reception which they tendered him Monday.

He says in part: "I noticed in your account of the day's events that you had omitted mentioning my appreciation for the beautiful birthday cake, which was made at the suggestion of Mrs. A. M. Dumay, and I also wish that you would express my thanks to young Master Meekins for his appropriate poem."

We gladly carry out Mr. Daniels's wishes. Owing to our rush and hurry in getting out Monday's issue, we overlooked these important details.

PARTY IN HONOR OF MRS. MARY WRIGHT.

A house shower was given in honor of Miss Mary Wright at the residence of Mrs. N. L. Simmons this morning.

A large number of guests were present and a very enjoyable time was spent. Refreshments were served by Misses Elizabeth Carrow and Annie Fowle.

MRS. HODGES ENTERTAINS AT BRIDGE.

Mrs. James B. Hodges entertained two tables of bridge at her residence last night.

Refreshments were served in two courses. High score was made by Miss Annie Cox while the guest prize was awarded to Mrs. W. H. Carter.

RECORDER'S COURT NEWS.

Three cases came up for disposal at the Recorder's Court this morning.

Tom Wilkins was charged and found guilty of violating the city ordinance. He was fined \$9.75.

Julia Reddek was found guilty of violating the city ordinance and was fined \$2.85, which she paid.

BAPTIST SUNDAY SCHOOL PICNIC

The members of the Baptist Sunday school are enjoying a picnic at Washington Park today.

M'NALLY AND STEWART AT THE LYRIC TONIGHT.

McNally and Stewart will appear at the Lyric Theatre tonight.

They are here on a three days' engagement. Mr. McNally is one of the best singing and dancing specialists in the business today.

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U. D. OF C. HOLD LAST MEETING

LAST MEETING OF THE SEASON WAS HELD YESTERDAY AFTERNOON.

Plans Discussed for the Raising of Funds. Excellent Paper Read by Mrs. N. Harpung.

The last meeting of the season of the United Daughters of the Confederacy was held yesterday afternoon at the residence of Mrs. W. A. E. Branch.

NEWS FROM PUNGO.

The recent showers have long been looked for and needed and have done much good to our crops.

F. T. Paul, traveling salesman for Carolina Dist. Co. of Washington, N. C., on his way to Hyde county, called by Sunday to visit his many relatives and friends.

Our new road from Davis Landing to Hyde Park has been completed so that people can drive through now.

J. W. Paul and others succeeded in catching a large bear a few days ago, which weighed 237 pounds.

Rev. Thomas Green of Pantego, N. C. preached at the Christian church at this place Saturday night and Sunday for the C. B. H. members.

Mr. and Mrs. Charley Baynor and son Lester were visitors at Noah Lee's Sunday afternoon.

Miss Millie Lee spent Sunday with Miss Viola Boyd at Statesville.

W. F. Woolard of Beckwith spent several days with relatives at this place.

Miss Callie Ambrose of Roper, N. C. spent several days last week with her sister, Mrs. J. D. Swain.

Rev. J. B. Bridgers of Bath will conduct divine service at Hawkins School House this week, beginning Wednesday night, May 21.

The Sunday school at this place is planning to celebrate Children's Day for foreign missions Sunday night, June 8th.

PINETOWN ITEMS.

Wonder what has been the trouble with our correspondent that we have not heard from him in so long a time.

Pinetown defeated Bath in a walk over game of ball Thursday, May 15, on the Bath diamond. The score was 5 to 1 in Pinetown's favor.

Rev. Mr. Prescott of Ayden, N. C. filled his regular appointment at Shiloh Free Will Baptist church Sunday.

Mr. and Mrs. Isaac H. Wallace of Walla Walla were the guests of Mr. and Mrs. John B. Boyd Sunday.

Rufus W. Boyd and son Howard were Washington visitors Saturday.

C. E. Jefferson has recently purchased an automobile.

Pinetown can boast of three automobiles and two motor cycles.

Rev. Mr. McKinsey will fill the pulpit at the Baptist church the fourth Saturday night and Sunday.

SEC'Y OF NAVY IN HYDROPLANE

MR. DANIELS ENJOYS FLIGHT AT ANNAPOLIS. HIKES TO HEIGHT OF 500 FEET.

Craft Traveled at Rate of About Sixty Miles Per Hour. Flight Lasted Eight Minutes. Was Greatly Enjoyed.

Secretary of Navy Daniels enjoyed an aeroplane flight with Lieut. Ino. H. Towers at Annapolis yesterday afternoon.

BRIDGE PARTY AT MRS. HACKNEY'S RESIDENCE.

Mrs. George Hackney entertained the Round Married Ladies' Auction Bridge Club yesterday morning at ten o'clock.

HAWKINS SCHOOL HOUSE.

Miss Viola Boyd of Statesville was the guest of Mrs. O. L. Sparrow Friday afternoon.

Quite a number of our people have been on the sick list but we are glad to say that most of them were able to be out again.

Mr. and Mrs. B. B. Pinkham and child spent Sunday afternoon with Mr. and Mrs. George Pinkham at Walla Walla.

Miss Millie Lee spent Sunday with Miss Viola Boyd at Statesville.

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Our farmers were delighted with the much needed rain which came Tuesday afternoon.

SUPPER ENJOYED AT PAVILION

Delightful Supper Given in Honor of Miss Lotta Bishop at the Washington Park Pavilion Last Night.

A delightful supper was given at Washington Park last evening, in honor of Miss Lotta Bishop, the guest of Miss Mabel Ricks.

The pavilion was tastefully decorated with Japanese lanterns, which with the rays of the silvery moon gave a beautiful light for the occasion.

Supper was served at nine o'clock, the guests gathered around the spacious table to enjoy the dainty food which had been artistically prepared for them.

Those invited were: Miss Lotta Bishop of Pantego, N. C., with Henry Lyons of Jacksonville, N. C.; Miss Mabel Ricks, with Golden Barbage; Miss Violet Stillel, with Rev. R. V. Hope; Miss Mabel Dalley, with Henry Jackson; Miss Zilpha Hemy, with Rev. Mr. Shannon; Miss Margaret Wick, with Mr. Roebuck; Miss Lillian Baker, with Louis Simpson; Miss Nellie Winfield, with Weed Davis; Miss Margaret Wells and Miss Maude Swindell, with Rhonda Ricks; Mr. and Mrs. G. T. Mayo; Mrs. J. A. Rawls of New Bern, N. C.

Chaperones were: Mr. and Mrs. S. C. Pegasus; Mr. and Mrs. Pranter Woolard.

GILEAD ITEMS.

We had a nice little rain Saturday, which was badly needed.

The farmers in this section are behind with their work, owing to the dry weather.

Mrs. Laura Cratch of Enfield arrived here Sunday to be at the bedside of her mother, Mrs. Mary Eckhoff, who is seriously ill.

Mesdames T. H. Daniels, W. G. Yeates, O. J. Cutler, J. Ecklin and J. A. Lewis were guests of Mrs. N. E. Lewis Sunday.

Mrs. B. D. Daniels and Mrs. J. A. Buck spent Sunday with Mrs. G. B. Cutler.

J. A. Buck and son, Johnny, visited relatives at Chocowiny Sunday.

Mrs. Sara Woolard was the guest of Mrs. N. E. Lewis Saturday night.

J. N. Yeates of Washington was in our midst Sunday.

Miss Ruby Latham, who has been spending some time with her sister at Chocowiny, returned home Saturday.

Mr. and Mrs. J. L. Latham were visitors of Mr. and Mrs. Sam Mills at Blounts Creek Sunday.

Dr. Joshua Tayloe made a professional visit here Sunday night.

J. A. Lewis and Miss Bessie Whaling were the guests of friends at Chocowiny Saturday and Sunday.

Mrs. Sam Mills of Blounts Creek was the guest of Mrs. J. L. Latham a few days last week.

MAY 22 IN HISTORY.

1819—Steamship Savannah started from Savannah on first passage across the Atlantic.

1844—First telegraph message sent by Prof. Morse.

1861—Fortifications of Ship Island destroyed to keep them from Confederates.

1862—Battle of Lewisburg, W. Va.

1863—Federals assaulted Vicksburg, Miss.

1865—President Johnson proclaims opening of Southern ports.

1872—President signs amnesty bill, contemplating the political re-organization of the country.

1905—Over 100 preachers marched on Philadelphia's mayor and asked him to prevent gas lease.

1912—Mexican government troops victorious over rebels at Reulano.

GREAT CIVIC CONVENTION.

Madison, Wis., May 22.—The mayors and members of the city councils of cities from all over the country are here attending the convention which opened here today at the University of Wisconsin for the purpose of studying civic reform.

Tabloid courses in city government will be given by noted experts on various branches of the subject.

Miss Lillian Campbell of Greenville is in the city visiting her sister, Miss Pearl Campbell.

POPULAR TALKS ON LAW

SIGNING A NOTE. By Walter K. Towers, A. B., J. D., of the Michtgan Bar.

One noon while Jason Edwards was sitting on the porch of his prosperous farm home, resting before he returned to the fields, a shiny top buggy drawn by a long-legged bay drew into the side yard and a brisk man descended. He presented the card of the National Site Co., and solicited an order. Mr. Edwards needed a silo and signed an order for one, to be erected later. He read the order carefully and noted its contents. It clearly read as an order for a silo, for the erection of which, if completed within sixty days after date, he was to pay \$100.00.

No silo appeared, nor could Mr. Edwards locate the company, but he saw nothing to worry about until sixty days later, a near-by bank presented to him for payment a note for \$100.00 in regular form and bearing his signature. He protested that he had signed no such note, yet acknowledged that it was his signature. Examination showed that it was an order of the silo order he had signed. It had been so worded and arranged that one end might be cut off leaving a promissory note in regular form. The bank insisted that it had paid full price for a regular note and as it was a "negotiable instrument" it was protected as a bona fide holder. Edwards sought advice and being told that he would have to pay the note did so.

Proper advice by a competent attorney would probably have saved Edwards \$100 since few states will support such a note, signed under such circumstances. True, if one is induced to sign a negotiable promissory note through fraud and that note is sold in ordinary course to a bank or individual, the purchaser accepting it in perfect honesty and good faith, paying full value for an apparently regular instrument that is not yet due, the quality of negotiability is such that the purchaser, though who transferred it, indeed under such circumstances, the signer would have to pay the note. But rightly viewed, the case of Jason Edwards is not such a case. He was not induced by fraud to sign a note, because he did not sign a note. What he signed was an order. Having never signed a note, but something entirely different which was changed into a note, he is no more liable than if his signature was forged to a regular note. Yet it is not strange that many laymen have confused this rule and suffered needlessly when some of our courts have made the mistake.

The other side of the picture is the fraud practiced on Allan McGooty and his wife. Again a buggy came down the road, but it was driven wildly by an attractive young man, and to his arm clung a young woman. They paused at the hospitable-looking house for refuge and told of eloping from a cruel father. Now, all the world loves a lover, and the McGootys were all assistance. Opportunely, quite by accident, of course, a clerical-looking gentleman, "peered from the other direction. Yes, he would marry them, and did—at least, he went through a ceremony. Of course, the bride went, so did Mrs. McGooty, and Mr. McGooty blew his nose and found his eyes a little dim. In the confusion the "Reverend" remarked that the witnesses must sign the certificate and pushed a paper toward them which they readily signed.

Three months later a bank produced the "marriage certificate" for payment. It was a regularly drawn note for \$500.00. McGooty had to pay it, as he was legally liable. He had committed the fault of failing to read what he signed. In his case he actually signed a note. Of course, neither the "Reverend" nor his confederates could have collected from the McGootys, but they had negotiated the note at the bank, which, having nothing to arouse its suspicions and knowing McGooty's signature, purchased it for full value, whereupon the "Reverend" and his friends moved on to try their scheme in virgin soil, taking care to be well away when the notes fell due. Where one of two innocent persons must suffer the law takes the view that the one who by his carelessness made the fraud possible must foot the bill.

A similar result followed in the case of Clarence Tucker, who purchased and accepted a barrel of medicated calf meal, giving his note for \$10 therefor. The bottom two-thirds of the barrel proved filled with sawdust, but by that time the bank had purchased the note and the agent, who vanished, Tucker was legally bound to pay the note. The vendor of the meal could not have recovered the sum, but again the quality of negotiability protected the innocent purchaser, and the man who signed a note, and it having come into the hands of an innocent third party in due course of business, his liability was settled.

So when you sign a promissory note, drawn in the familiar form—sixty days after date, for value received, I promise to pay to the order of John Doe, the sum of One Hundred Dollars with interest at 6 per cent per annum—remember that it is negotiable and so is a great deal like money in that it may be freely passed from hand to hand by simple indorsement on the back, and the man who comes by it honestly has full rights against the person who signs it.

In order to possess this quality of negotiability—to be able to pass from one to another by simple indorsement, giving to the person receiving it these superior rights—a note must conform to certain legal requirements. These are stated in the Negotiable Instruments Law, a uniform act which has been adopted in similar form by practically all of the states. In general the note must be in writing and signed by the maker. Writing in its least sense includes printing, lithographs, etc.; and the signature may be an abbreviation or a "mark." Further to be negotiable it must contain an unconditional promise to pay a sum certain in money. There must be no "if" about the promise to pay. Also it must be to pay money and not potatoes or nails. If you are having the house shingled and want to prevent the negotiating of a note you may give so that no one may secure from it better rights than the carpenter to whom you give it, you may do so by stating in the note that you promise to pay upon condition that the barn is shingled in accordance with the agreement.

To be negotiable a note must be payable on demand, or at a fixed or determinable future time. Naming a future date for payment, of course, fixes the time. So, too, it is regarded as a fixed time if payment is to be made at the happening of an event that is certain to occur. Sixty days from date is a determinable future time. Further, it must be payable to order or to bearer, these words of negotiability being necessary that the instrument may possess that quality. So notes are written "pay to the order of John Smith" and not just "pay to John Smith."

A note lacking the above requirements of negotiability may still be a good contract enforceable between the original parties according to its terms. But if the note is not negotiable and the man who made it has been swindled, he may make this defense against the person to whom he gave it.

A person who intends to bind himself by the note signs simply his own name. But mistakes are made by agents who do not intend to bind themselves, personally, but only their principals. Do not sign "John Jones, Agent for Samuel Smith," for that will make John Jones personally liable; but sign "Samuel Smith, by John Jones, Agent." A somewhat different rule prevails in the case of public officers for one acting in a public capacity may sign his own name as officer and bind his principals and not himself.

The notes of corporations and partnerships are signed by an officer or agent of the corporation or member of the partnership in the name of the company. A representative or partner who is held out to the world as having authority to sign notes, may bind the company even though he may have exceeded his authority. So if you are a partner, be cautious of the public authority that is given, early or apparently, to a partner whom you do not trust absolutely.

Home-Made Rat Poison.

One of the editors of Farm and Fireside gives the following recipe for home-made rat poison in the current issue of his paper:

"Barium carbonate is a poison which in small quantities is harmless to the larger domestic animals, but will kill rats and mice. Mix four parts of meal or flour and one part of barium carbonate, and place where the rats will find it, or mix ordinary oatmeal to a stiff dough in water, with about one-eighth its bulk of barium carbonate."