

**RECENT DECISIONS**  
OF THE SUPREME COURT

**The Law For Horse Traders—When a Dog May Be Killed—What Constitutes Misrepresentation.**

I find in a recent batch of opinions handed down by the Supreme Court some statements of the law that may interest your readers.

In State vs. Smith it appears that one Smith and others were indicted for killing the dog of another. Says the court: "A dog is like a man in one respect at least—that is, he will do wrong sometimes; but if the wrong is slight or trivial, he does not thereby forfeit his life."

Notwithstanding the general impression that a dog is an animal of no pecuniary value, the Court holds that "the owner has such property in a dog that an indictment for malicious mischief in killing him will lie." As to when one may kill the dog of another, this suggestion from Judge Pearson is given: It may be the killing will be justified by proving that the danger (from the dog) was imminent, making it necessary then and there to kill (in Judge Pearson's case) the dog to save the life of the chicken or prevent great bodily harm."

One cannot kill a dog for past offenses. One cannot kill his own dog except for good cause. To do so wantonly is cruelty to animals. One may kill a dog in defense of a domestic animal; but he cannot kill him for having killed another animal, nor can he kill him on suspicion. And again, this from Judge Gaston: The law authorizes the act of killing a dog found on a man's premises in the act of attempting to destroy his sheep, calves, conies in a warren, deer in a park, or other reclaimed animals used for human food and unable to defend themselves." If, however, he is chasing wild animals, necessity for killing him must be proved in justification. So much for the dog. Now for the owner.

Again the Court harks back to the great Chief Justice (Pearson): "In order to recover damages in a civil action for injuries to property committed by a hog (or dog), the plaintiff must prove, as we say, a scientist; that is knowledge of his vicious propensities." Owners of wild beasts are, however, liable for damage done by them independent of such knowledge. "Damage may be done by a domestic animal kept for use or convenience, but the rule is that the owner is not liable to an action on the ground of negligence, without proof that he knew that the animal was accustomed to do mischief."

If a dog kills sheep or other domestic animals the owner of the dog is liable for damages whether or not it is shown that he had knowledge of the dog's bad habits.

This may seem a trivial subject; but throughout the opinion of the Court, as written by Judge Walker, the underlying thought is the maintenance of peace among neighbors. It is an old saw, "Love me, love my dog." Many a dog-fight has led to a man-fight.

The Law for Horse-Traders! And first the extent of damages: "The damages recoverable as quoted from the United States Supreme Court, "for breach of warranty, or for a false representation, include all the damages in the contemplation, or to the natural or usual things, may result from act. For instance, hay or grain for fed to cattle, damage which cattle, the not only hay injury."

"So," says the Supreme Court of North Carolina, "if one sells an animal, warranting or representing it to be sound, which is in fact infected with disease, he is responsible for damages resulting from a communication of the disease to the buyer's other animals." There being no damages in the nature of the injury referred to, the rule of damages is, "the difference in the actual value between the article (or animal) as warranted and the article (or animal, as delivered."

But mark the warranty or representation! for as to this the Court says: "Much depends upon the facts and circumstances of each case, as it is presented."

(1) "Where the statements made by the sellers amount to nothing more upon their face than a mere commendation of the goods, which is usual in sales, a puffing of wares, as it is sometimes called, there is no warranty or deceit."

(2) "Where the statement takes the form of an opinion or estimate of value or quality, and it is doubtful whether or not a warranty was intended, the question should be submitted to the jury to say whether one was in fact intended."

(3) "Where, though the words or language clearly show a warranty, it becomes a question of law for the Court (the judge) without the aid of a jury to decide." But in order to recover in such a matter there must be a deceit, and—

(4) In order to constitute deceit, several facts must concur and be established by proof. There must be a statement made by the defendant (a) which is untrue. (b) The person making the statement, or the person responsible for it, either must know it to be untrue or be culpably ignorant (that is recklessly and consciously ignorant) whether it is true or not. (c) It must be made with the intent that the plaintiff shall act upon it or in a manner apparently fitted to induce him to act upon it. (d) The plaintiff must act in reliance on the statement in the manner contemplated or manifestly probable, and thereby suffer damages. The gist of an action for deceit is fraudulently producing false impression upon the mind of the other party by words or acts or concealment or suppression of material facts not equally within the knowledge or reach of the plaintiff.—J. W. Bailey in Progressive Farmer.

**Consider the Egg.**

The egg deserves consideration as a great money-maker, one of the big things in the world of commerce. One egg is not much, but many eggs count, and the farmers of North Carolina are learning that the egg crop is one to be considered, and to be regarded as a good thing.

In no other county in the State has there been given attention in the systematic handling of the egg crop that has been given to it in Catawba county. By wise system of co-operative work eggs are gathered in from all parts of that county and in adjoining counties and are being shipped North in carload lots, the returns being most gratifying.

The poultry industry in Catawba county is becoming a big item, and the farmers are more giving attention to it. The best stock is being introduced and care is being exercised so as to get the best returns in eggs. The increasing amount of eggs being shipped from that county and the prices obtained show that the industry is a most profitable one. What is being done so well in Catawba county can be done in other counties of the State. Wise are the farmers who are considering the egg.

The microbe of love is often destroyed by the germ of suspicion.

**Ten Things To Do In March.**

1. Get the land ready for the crops. Plow well; harrow and re-harrow until a perfect seed-bed is obtained. Remember that good preparation is half the battle.

2. Use good seeds. It will be cheaper to pay a good price for good seeds than to plant those of poor quality. Then arrange some seed plants and grow your own seeds.

3. Get the tools out some rainy day and see that they are in condition to do good work. Look after the planters especially. You can't afford to have a poor stand from careless planting.

4. Take special care of the horses. See that the harness does not rub and that the collars fit. Groom well and rub their shoulders three or four times a day.

5. Study the feeding of the brood sow; fix up the farrowing pens; when the pigs come give them careful attention and keep them growing.

6. Make a start with pure bred poultry. Fix up houses and

runways. Rid the premises of lice.

7. Put the spray pump to work in the orchard. Keep up the garden planting and cultivation.

8. Paint the house. Buy a lawn mower and start it running. Whitewash fences and out-buildings.

9. Order needed seed of cow-peas, soy beans, etc. Arrange to grow your own hay this year and to get nitrogen you need from the air.

10. Give the boy an acre to work in corn or cotton or a calf, or a litter of pigs. Interest the girls in tomato growing or poultry raising

Messrs. Rogers and Fulton and Donald D. Hawkins, attorneys of Winston, have opened an office in Walnut Cove, and the firm name will be Rogers, Fulton and Hawkins. In Winston Messrs. Rogers and Fulton will continue their office as heretofore.

Hope is a good thing to have but you can't hang it up with the three-ball merchant.

**BEACH**

Hardware and Supply Co.  
STUART, VA.

Hardware, Furniture, House Furnishings and Queensware.

Buggies, wagons, harness, farm machinery, windows, doors, and all kinds of building materials, paints and oils, roofing of all kinds, sewing machines, sprays and spraying materials.

We carry the stock--You can get of us what you want.

**TOBACCO IS GOING GOOD AT FARMERS WAREHOUSE Winston, N. C.**

The Gorrells want very much to handle the rest of your crop. Get some ready and take it to them while the going is good. They are in better shape than ever to get you the biggest prices.

The Gorrells will over please you and then some. We are your friends, A. B. GORRELL & SON.

First Sale Days for  
JANUARY--MONDAYS, WEDNESDAYS AND FRIDAYS.  
FEBRUARY--TUESDAYS, THURSDAYS AND SATURDAYS.

**RUBBER STAMPS**  
BY MAIL



One Line, Air Cushion Mount, not over 2 inches in length..... 10c.  
Each additional line on same mount..... 10c.  
Each additional half inch in length..... 5c.  
Self-Inking Stamp Pads, any color, 20 and 50 Lines Best Design, good for 5 years, each..... 25c.  
Premier Automatic Numbering Machine, 6 wheels. Best machine on market..... \$3.50  
Cash must accompany orders. We pay postage. Make everything in Stamp line. Ask for catalog.  
PERFECTION STAMP WORKS.  
MOUNT AIRY, N. C.

**Fire Insurance**

Insure your homes, feed barns, grainery, store, etc., AGAINST LOSS BY FIRE

The cost is not much and you cannot afford to take a chance of losing, in a few minutes, the savings of a life time. Nothing too large or too small. Write, call or phone - - -

**Ray Johnson.**  
Office New Bank Bldg., WINSTON, N. C. Phone 241

**KILL THE COUGH AND CURE THE LUNGS**  
WITH DR. KING'S NEW DISCOVERY  
FOR COUGHS, COLDS, BRONCHITIS, AND ALL THROAT AND LUNG TROUBLES  
GUARANTEED SATISFACTORY OR MONEY REFUNDED.

**W. G. Jerome**  
Real Estate and Insurance  
Winston-Salem, N. C.  
506 Wachovia Bank & Trust Building. Phone 983.  
FOR SALE—Several farms near Winston-Salem. All kinds of city property. Life, health, accident and fire insurance.

**Dr. L. S. Fox**  
DENTIST.  
WINSTON-SALEM, N. C.  
Wachovia Bank Bldg. Rooms 504-505.

**WILLIAM T. WILSON,**  
Attorney-At-Law.  
Estates settled, collections, all legal papers prepared in a careful and painstaking manner, practice in all the courts, all business given prompt and careful attention.  
Office 243½ Main St.  
WINSTON-SALEM, N. C.

**W. READE JOHNSON**  
Attorney-at-Law.  
Masonic Temple.  
WINSTON-SALEM, N. C.  
Will practice in both State and Federal Courts.

**CHAS. O. McMICHAEL, J. E. SAINTSING,**  
Wentworth, Reidsville.  
**M'MICHAEL & SAINTSING,**  
Attorneys and Counsellors at Law.  
Practice in State and Federal Courts. All business given prompt attention. Chas. O. McMichael will be in Madison on Saturdays, at his old office over the post office.

**DR. H. V. HORTON,**  
Dentist,  
Is now back in his old location, corner 3rd and Main Streets, Wachovia Bank & Trust Co. building.  
WINSTON-SALEM, N. C.  
Rooms: 301, 302, 303.

**DR. THOMAS W. DAVIS,**  
Eye, Ear, Nose and Throat.  
Office 405-7 Masonic Temple,  
Winston - Salem, N. C.  
Hours: 9 to 12:30, 2 to 4 and by appointment.

**REID P. JOYCE,**  
Liveryman,  
WALNUT COVE N. C.  
Good Safe Teams and Careful Drivers

**DONALD. D. HAWKINS**  
Attorney-at-Law  
4th Floor Wachovia Bank Building,  
Collections a Specialty.  
WINSTON-SALEM, N. C.

**DR. R. A. FRY, Dentist,**  
Office Opposite Postoffice.  
PILOT MTN., N. C.

**R. R. ROGERS J. I. FULTON**  
ROGERS & FULTON,  
LAWYERS.  
Offices Jones Building, Liberty St.  
Winston-Salem, N. C.  
R. R. Rogers will be in Walnut Cove on the first and third Tuesdays in each month.

**J. W. HALL,**  
Attorney-at-Law,  
DANBURY, N. C.  
Will practice in all courts both State and Federal Office over Martin's store

**JOHN D. HUMPHREYS**  
Attorney-at-Law,  
DANBURY, N. C.  
Prompt attention to all business entrusted. Will practice in a State courts.

**PETREE, EAST & CO**  
Real Estate and Rental Agents,  
WALNUT COVE, N. C.