Standard

THE WESTERN VINDICATOR.

VOL. 2. RUTHERFORDTON, NORTH CAROLINA, AUGUST 2, 1869. NO. 19.

WESTERN VINDICATOR.

Monday Morning, August 2, 1869.

Advertising Rates:

One Square, ten lines.......................$1 00
Each subsequent insertion........................ 50
Liberal rates to monthly and yearly advertisers.

Special Advertising Rates.

	1 mo	2 mos	3 mos	6 mos	1 year
One square,	$2 50	$4 00	$5 00	$8 00	$12 00
Two squares,	3 00	6 00	8 00	12 00	18 00
Three	4 00	8 00	9 00	15 00	20 00
Four	5 00	9 00	11 50	18 00	25 00
½ column,	10 00	15 00	20 00	30 00	50 00
1 column,	15 00	21 00	30 00	50 00	90 00

TERMS:

Two Dollars per year in advance.

CLUB RATES:

Ten Subscribers, : : $17 50
Twenty " : : 30 00

Agents for the Vindicator.

The following gentlemen are authorised agents for the WESTERN VINDICATOR:

Capt. W. D. JONES, Patterson, N. C.
TIDDY & BROTHER, Charlotte,
L. M. LOGAN, Shelby,
S. S. ROSS, Limestone Springs, S. C.
G. D. CARRIER, Traveling Agent.
H. D. C. ROBERTS, Stocksville, N. C.

HOMESTEAD ACT.

Opinion of the Supreme Court in the Case of Hill vs. Kesler from Rowan, by Judge Reade.

[From the Raleigh Sentinel.]

The question involved in this case is whether the provision in our State Constitution exempting certain property from execution sale impairs the obligation of pre-existing contracts.

The provision in the Constitution is as follows:

Art. X., Section 1. The personal property of any resident of this State to the value of five hundred dollars, to be selected by such residents, shall be and is hereby exempted from sale under execution or other final process of any court issued for the collection of any debt.

Sec. 2. Every homestead and the dwelling and buildings used therewith, not exceeding in value one thousand dollars, to be selected by the owner thereof, &c., shall be also exempted.

There has been suitable legislation to carry out said provision.

We concede that if this exemption impairs the obligation of contracts, either expressedly or by implication, it is against the Constitution of the United States, and therefore void.

The obligation of a contract is the duty of its performance according to the terms thereof. Any act which alters its terms, or enables either party without the consent of the other to alter or evade its terms, impairs its obligation, and is, therefore, void. A promises to pay to B $100 on a given day. An act requiring him to pay a day earlier, allowing him to pay a day later, would alter the terms and impair the contract, allowing requiring him to pay a debt with $99 him to discharge the debt to the amount, would alter the terms.

We concede, also, that a contract must be understood to be made with laws for its enforcement existing at the time of the forcement. And if, as in existence for contract, there is the same as if the its enforcement, it is the parties, and the State were to say, each party to enforce be, laws to enable it to continue as they are now and so the contract. And to abolish, or injuriously change the remedy, it would be violative of the Constitution of the United States and therefore void.

The contract constitutional exemption before the debtor agreed and therefore creditor a certain sum, we to pay the obligation he was the remedy are to enforcement of that contract? It was for him to sue him, get judgment, issue Fi. Fa., levy upon and sell such issue Fi. Fa. as he might have subject to property. Observe, not levy upon and execute any particular property, or all he sell and have, but only such property subject to execution. What is his remedy now under the Exemption Law? It is, to sue him, get judgment, issue execution, levy upon and sell such property as he has subject to execution. What is the difference in the remedy then and now? There is no injurious alteration, but there is no alteration at all, so far as the proceedings are concerned.

It was formerly the case that when a creditor got his judgment he had two remedies; one the levy upon and sale of property, and the other the imprisonment of the debtor. The Legislature abolished the remedy by imprisonment, which was frequently the only remedy when nothing else would, leaving only the remedy against the property. And there was no pretence that the abolishment of the remedy of imprisonment impaired the obligation. But the Courts in repeated cases, decided otherwise. The true import of the law being, not that the parties should have any particular specific remedy, but a substantial and convenient one. In what way does the Constitutional exemption alter or impair the contract which these parties made? How is the remedy changed? What was the law at the time of the contract, and what is it now? Was it that all or any portion of the property, which the debtor had at the time of the contract should be liable to execution sale? Was that the creditor's security for his debt? Certainly not. The contract was personal and a lien upon nothing. Else, how would it be if the debtor had no property? or, if he had any, how would it be if he should sell it? Or, how would it be with property acquired after the contract? Or, how, if a subsequent and more vigilant creditor should get ahead, and take the whole in execution? Or, in case of the debtor's death, how would the widow get dower, or a year's provision? Or, how would unerat expenses have the preference over all other debts? Those considerations make it plain that no such element enters into the contract, as that any particular property which the debtor has at the time of the contract, or which he may subsequently acquire, shall be liable to execution sale; or that any particular remedy is guaranteed. The guaranty is that the contract shall never be altered by law and that there shall be a remedy to enforce it. And the contract is made not only with reference to the remedy existing, but also to such reasonable changes as the interest of society require, and the State may think proper to make.

Against this view it is contended that there are express decisions to the contrary. If there be such by the Courts of our sister states, they are entitled to respectful, and if there be such by the Supreme Court of the United States or by our own Court, they are entitled to the highest consideration.

The cases most pressed upon our attention in favor of the creditor are Bronson vs. Kinzie, 1 Howard 311, and McCracken vs. Haywood, 2 Howard 608, both decided by the Supreme Court of the United States. Bronson vs. Kinzie, where it was provided in a mortgage deed, that if the money secured was not paid at a given time the mortgagee might enter and sell. And the Legislature of Illinois passed an act to the effect that the mortgagee should not enter and sell as the contract said he might, but that he might enter and sell upon certain conditions not specified in the contract. This was clearly an alteration of the contract, and impaired its obligation. *It changed the contract of the parties.* But how is the contract changed in our case? Not at all. It stands word for word, as the parties made it. And so, too, the remedy stands, as we have seen, stands word for word.

The other case, McCracken vs. Haywood, arose under an act of the Legislature, ... that it provided that when the property levied on should be offered for sale, it should not be sold unless it brought two-thirds of its appraised value. The property was offered for sale and would not bring the price. What, then, was the Court to do? The act applied to all the property the debtor had, and to all he might acquire. So that, whether it be much or little property, it could not be sold, and by no possible means could the creditor make his money. Clearly here was a deprivation of all remedy. But how is it in our case? The exemption does not cover all, but only *so much* of the debtor's property, and does not exempt his future acquisitions. It does not clog the execution sale with unusual terms, which was the ground upon which McCracken and Haywood was decided, but leaves it unembarrassed. And if it should happen, as in our case, that the debtor's property falls under the exemption, it was not within the purview of the Constitution, that it should be so, but it is only the "*accident*" of the debtor's property, and does not affect the law. In the case of McCracken vs. Haywood, the Court ordered the property to be sold, when it would bring, as *the only remedy* left to the creditor. Our attention was called also to an elaborate opinion of Judge Carpenter, of the Circuit Court of South Carolina, Purcell vs. Whaley, reported in the newspapers, holding that the exemption laws of South Carolina, which are substantially the same as ours, unconstitutional and void. The authorities relied upon by the learned Judge were among others of less importance, the aforesaid Bronson vs. Kinzie and McCracken vs. Haywood, and we have seen they do not sustain him.

Another case cited by him and directly in point for him, is Dank vs. Guackenbush 3 Denio 594, decided first by the Supreme Court and then by the Court of Appeals of New York. But the attention of the Judge was not called to the fact, that in that case the Judges in the Court of Appeals were equally divided, and therefore the decision in the Court below stood; nor to the important fact, that in a subsequent case in 1854, in the same Court, Morse vs. Gould, 1 Kernan 281, the case of Dank vs. Guackenbush was reversed and overruled. Again, the case before Judge Carpenter did not involve the point whether the Exemption laws impaired the obligation of contracts, and therefore his opinion upon that question is only a *dictum.* He states the principles involved in the case as follows: "The judgment was by law a vested right, a lien, a contract. Had the State the Constitutional power to divest the plaintiff of his rights, and vest them in the defendant. Upon the principles involved in the case, there is no difference between liens by mortgage and by judgment, the former are specific, the latter general; but both are vested, legal rights." It will be seen, therefore, that the question involved was not that of impairing the obligation of contracts, under the Constitution of the United States; but of destroying liens and invading vested rights, under the Constitution of South Carolina. There is nothing, therefore, in that decision against any position, but the *dictum* of the learned Judges; for it is not pretended that in our case there was any lien or vested right; we are not therefore interested to inquire whether the learned Judge's decision, that "liens" and "vested rights" cannot be abolished by a State Convention in framing their organic law.

Our attention was called also to a decision of Judge Orr, of the Circuit Court of South Carolina reported in the newspapers, sustaining the South Carolina Exemption Laws.

We are not aware of a single decision except as before stated, either in the Courts of our sister States, or of the United States, in which general exemption laws have been held to be an infringement of the Constitution of the United States. There being no decision against them, let us see if there are any in their favor.

The Legislature of New York, in 1842, passed an act exempting from execution—in addition to former exemptions—"necessary household furniture, working tools and team, not exceeding $150 in value." The creditor obtained a judgment upon a debt existing before the act, and levied on the debtor's team, a pair of horses. And the question was whether the exemption was good against pre-existing debts. The opinion of the Court was elaborate and able, that the exemption was good. Morse vs. Gould, *supra.* The opinion is the more important as it re-revived and overruled a former case in the same Court, Dank vs. Guackenbush, cited by Judge Carpenter.

It also re-revived the cases of Bronson vs. Kinzie and McCracken vs. Haywood, and indeed all the cases bearing on the subject, and distinguished them from that, as we have from this. In a late case in 9 Wisconsin, 559 Baumback vs. Bade, the case of Morse vs. Gould, *supra*, is re-revived and approved. And in Bronson vs. Kinzie. Taney C. J. says: A State Legislature may, if it think proper, direct that the necessary implements of agriculture, or the tools of a mechanic, or articles of necessity in household furniture, shall, like wearing apparel, not be liable to execution on judgments; and regulations of this kind have always been considered in every civilized community as properly belonging to the remedy, policy, or humanity. It must reside in every State, to enable it to secure its citizens from unjust and harrassing litigation, and to protect them in those pursuits which are necessary to the existence and well being of every community."

And in a subsequent case, Planters Bank vs. Sharp, C. Howard 301, Mr. Justice, Woodberry in ordering the opinion of the Supreme Court of the United States enumerated exemption laws, among the examples of legislation which might be Constitutionally applied to existing contracts. And in Biglow v. Pritchard 21, Pickering, the Supreme Court of Massachusetts decided that the Legislature might lawfully diminish the creditor's remedy to enforce judgment by exempting a part of the property of the debtor from attachment on mesne process, or levy of execution, for example, articles of furniture, beds and bedding, &c., necessary for a debtor and his family. And in Morse vs. Gould, *supra*, it is said that general exemption laws are valid, "though a case might happen possibly where the exempt property would constitute all that the debtor possessed." And in a late case, Stephenson vs. Osborne, 41, Miss., 119, reported in the April number of the American Law Review, p. 476, the Supreme Court of Mississippi decided that the Mississippi exemption law "was Constitutional as to contracts existing at the time of its passage." We have a decision of our own Court directly in point. In Dean vs. King 13, p. 20, the Court decides, Ruffin, C. J. delivering the opinion that an exemption of a "mare and five hogs," under the act of 1848, was good against a debt contracted in 1846.

The case of Dean vs. King was this: The exemption laws of 1844 applied to debts contracted after 1st July, 1845, and it was insisted that the debt in that case was *contracted* before 1st July, 1845, although the bond for the contract was not executed until 1846. The Court said the exemption was not made under the law of 1844, because "a mare" was not embraced in that law, but it was made under the act of 1848, and that it was valid. It is true that it does not appear that it was objected, that the exemption act of 1848 could not apply retrospectively, but it could not have escaped the attention of the Court, nor of two eminent counsel who argued the case, that an exemption law of 1848, applied to a debt of 1846, did operate retrospectively as to the debt affected by it.

We have, too, our Legislative construction, and the practice of our Courts under it, for the last twenty years. The Revised Code, adopted in 1856, makes the exemption of: "One cow and calf, ten barrels of corn or wheat, fifty pounds of bacon, beef or pork, or one barrel of fish, all necessary farming tools for one laborer, one bed, bedstead and covering for every two members of the family, and such other property as the freeholders may deem necessary for the comfort and support of such debtor's family; such other property not to exceed fifty dollars," apply to all debts contracted since 1st July, 1845. It is true that, by the act of 1844, some of these articles were exempted, but the bulk of them were not embraced in any exemption act until 1848, and yet they were made to apply to debts as far back as 1st July, 1845.

So in 1866–'7 our Legislature passed an act exempting: All necessary farming and mechanical tools, one work horse, one yoke of oxen, one cart or wagon, one milch cow and calf, fifteen head of hogs, five hundred pounds of pork or bacon, fifty bushels of corn, twenty bushels of wheat, and household and kitchen furniture not exceeding $200 in value."

And this was not restricted to subsequent contracts, which is the more significant, as by the same act a homestead of one hundred acres without regard to value was restricted to subsequent debts. So that exemptions applying to antecedent debts have had the sanction of our Legislature and of this Court, and of the practice of all all the Courts for the last twenty years. But then if is said that while that may have been so in regard to *necessaries*, yet our exemptions are too large, they are not necessaries. If it be conceded that the Legislature has power to exempt anything as to existing debts, then what are necessaries is a question for the Legislature and not for the Court. But our exemption laws have heretofore not been restricted to mere necessaries, but have looked to the "comfort and support of the debtor's family." Rev. Code, *Supra.* And the exemptions have been repeatedly and considerably increased to keep pace with the change of manners and customs and the condition of our people. It will readily appear that the late exemptions of personal property, in many instances, might greatly have exceeded $500. If the Legislature can exempt personal property, it is not pretended that in like manner it may not exempt real estate—a homestead.

It is objected that the Homestead law ought not to be construed to operate retrospectively. We admit that this is the general rule of construction; with an exception, however, in favor of remedial, and as sometimes called beneficial laws. All our laws in regard to remedies and procedure have been lately altered by the new Code of Civil Procedure, and made to act retrospectively. No debt, no matter when contracted, can be sued for and recovered now as before the Code. Even the Courts themselves have been ... days notice was given against Sheriffs for collecting money and failing to pay over. A motion was made against a Sheriff for an antecedent liability. It was objected, that the act did not operate retrospectively. But this court held the contrary, saying that "when an act takes away from a citizen a *vested right*, its constitutionality may be inquired into; but when it alters the remedy or mode of proceeding as to rights previously vested, it certainly runs in a constitutional channel. The acts are beneficial and should be favorably construed. Oates vs. Darden, 1 Murphy 501.

So a State Legilature may discharge a party from imprisonment upon a judgment in a civil action without infringing the Constitution; for this is but a modification of the remedy, 3 Story on the Con. 251, Mason vs. Haite, 13 Wheaton, R 370.

A Statute changing the rules of evidence may be applied to pending suits. Cooly Con. L. 38.

So a statutory privilege is not a vested right, as exemptions of persons or property from taxation; or exemptions of property from being seized by attachment or execution, Id. 383.

So Homesteads or other property which are now exempt under the Constitution might be made liable by a subsequent Convention, Id. N.

If, therefore, the Homestead Laws were not retrospective *in terms*, yet, as they are remedial, beneficial laws, interfering with no vested rights and are a part of the fundamental law of the land, they ought to be liberally construed in favor of the person to be benefitted. But we think they do not depend upon *construction.* The plain words are that they shall apply to any debts, all debts. And it is only by construction, and and we think an erroneous construction, that they can be restricted to any particular class of debts.

But really the Homestead and exemption laws, although affecting antecedent debts are not retrospective in the proper sense of the term. What would be a prospective Homestead law? Evidently that which should allow a Homestead *to be laid off hereafter.* What, as contra-distinguished from that, would be retrospective Homestead law? Evidently that which makes valid a Homestead which *has been laid off heretofore.* The great error is in supposing that the Homestead law is a law to defeat debts. That is no part of the object of the law. The laying off a Homestead is the sole object and is prospective altogether. If any debt is affected by it, it is merely incidental. It may be conceded therefore, without affecting the Homestead that any law, the purpose of which is to defeat a debt is void. But the Homestead law declares its object upon its face to be not to defeat debts, but to allow to every resident of the State, "and children" and his "widow" a home and the means of living, if they have them. It is a question, not of defeating debts, but in the language of Chief Justice Taney, "It is a question of policy and humanity, which every civilized community regulates for itself."

Its wisdom or folly, justice or injustice, is a question for the law making power, and not for the Courts. In our case, the law has the sanction of the Convention and of the Legislature, and of the direct vote of the people in adopting the Constitution, and of the Congress of the United States, which approved the Constitution. And, as it is not in contravention of the Constitution of the United States, it would be an assumption of extraordinary power for us to declare it void.

With the policy of these exemptions this Court has nothing to do. If they are within the power of the Legislature then it is sufficient for us that, "thus it is written."

We have not thought it necessary to notice the suggestion, that inasmuch as the sale of lands under execution is by Statute, so it may be exempted by Statute.

No question arises in this case to the interference with vested rights under our State Constitution, because the exemption is a provision in the Constitution itself. The only question is, whether it impairs the obligation of contracts under the Constitution of the United States. We think it does not. Jacob vs. Smallwood, 63, N. C. R. This will be certified, &c. Judgment reversed.

READE, J.

The Chinese Immigrant.

[From the New Orleans Picayune.]

That the Chinaman is the coming man we do not doubt. He has his virtues and he has his faults. Whether these are greater than those of other men, be they whiter or blacker than he, is subject matter for discussion. But will he crowd out either negro or white man? If we had a country as densely inhabited as France or England or even New England, this might be feared for the third generation from the present one, but it is not now a practical question.

We can only have a prosperous Louisiana when it has vastly more than its present population, and when the addition is industrious and frugal. These are part of the good qualities of the Chinaman and German. The latter is preferable to the former, but he is harder to get. The Englishman and Scotchman would be the best for agriculture ... to him the Chinaman.

But what will become of our white mechanic then? He will certainly do as well as now. If this becomes a mechanically productive centre all mechanics will have more work, and the best mechanics the best pay. Let our white mechanic prove himself the best and he will be correspondingly rewarded. The more mechanics we have the better will mechanic arts pay.

We have never believed in a protection against home competition in any department of labor. We do not believe that individual interests, which are just ones, are hurt by competition, and the general interest is certainly enhanced by it. But there will be no injurious competition until we are as densely populated as is Massachusetts, nor can there be such even then, for our soil will give employment to ten souls where that of Massachusetts will to one.

To the incompetent and lazy all competition is odious. But to the legislator and the publicist, and to the industrious and skilful this is no objection.

Similar reply we could make to the demagogue who fears that his present "masses" will be overmassed by immigration. He dreads alike the European and the Asiatic. The negro is credulous or vindictive, as the one mood or the other may suit his purpose, and he is content with the negro alone. He looks to men only as voters, to put him in office or to enable him to get his hands into the public pocket; and an immigrant who may not prove to be manageable is his dread. Thus he dreads both the European and the Chinaman.

The gregariousness of the Chinaman is not a peculiarity except in its mode of manifestation. All people are gregarious; but the Chinaman is never willing to work under a man of another race. He will contract with a steamboat captain or other person to do a certain work, after the style appointed; but he will allow no interference with him, and will have none others working with him, except of his own selection among his own countrymen.

The Chinaman makes a good servant. He is silent, sober, quiet, punctiliously correct, and does all he engages to do and can do. He is usually a good cook, and soon learns whatever he needs to know. But he will tie down to no one, and specially not to any one who presumes upon his quietude as subserviency. He does his duty, expects to be paid for it, and then let alone. Having fulfilled his engagement he will do no more

As to his moral defects or those of his weaker half, let those who are sinless cast the first stone. If the Chinese are less moral than the negroes of our cities and villages, it is because they are more intelligently so. Nor, with the existing malaria of our moral atmosphere in general, need we have much to say in condemnation of the Chinaman.

[For the Vindicator.]

LINES SKETCHED BY HORACE.

PARTING WORDS OF A REJECTED LOVER.

Oh, fairy one, when first I saw
Thy gentle face, so pure,
The witching spell which then allured,
Still binds this heart to thee.

And still the vision of that form,
As though some angel, nymph
Were always ling'ring on my course,
Is ever near me yet.

But, why thus fated should I be,
With all this woe of love?
If thou hast not a tear for me,
Then cease this pen to move.

Oh, break the spell that binds this heart,
This sighing heart to thee,
And let me drink deep from the fount
Of bitter lethe—be free!

Oh, let me never love again,
When once I thee forget,
Nor ever feel again the woe
For thee so often felt.

Oh, let me range some distant sea,
Or isles that's far away,
Where changing scenes may there deface
The mem'ry of the past.

Oh, let me there a stranger be,
Where none may know why oft
With sadness on this burning brow
I drop the tear for thee.

Where rudest winds that sport at eve,
Along some lovely vale,
Might wing to me some note of peace,
Or bear my grief away.

Where changes oft upon my mind,
Might bring some fond relief,
Or break the spell that binds this heart—
This heart to only thee!

Or let me linger far away
Upon some lonely shore,
Where I may never think of thee,
Or ever love thee more!

"These Little Ones."

As a general rule, we are not half thoughtful or counterous enough in our manners toward our children. We are too apt to content ourselves with a general consciousness of being right in the main, with theoretically intending that they shall grow up to be good Christian citizens and an honor to ourselves. We make big sacrifices in their behalf, revolve fine schemes, and bring out the heavy artillery of our nature on very slight occasions. But our graces, our courtesies, our delicate acts of appreciation and lofty consideration are not for them. These are reserved for adult ... those whom we have brought into the world to meet its jars, temptation and cruelties!

Think of the really coarse way in which the fondest of us sometimes wound our children's sensibilities. How we parade their special traits and accomplishments, and ignore their individuality; how recklessly we break in upon their little plans and pleasures: how carelessly we comment upon their defects; how we laugh at their childish distresses, because the grieved look or the tragic little scowl is "so cunning," how we visit our vexation of spirit upon their innocent heads; how we resent their inexperience; how needlessly or sharply we deny their little petitions, and how ignore *our* "Thank you," and inist upon theirs; how we jerk or push them in our impatience; how we flout their earnest questions, and deal out cutting, cruel words of "wholesome reproof," when perhaps the little heart is quivering under some real or fancied wrong! It is terrible to think of.

Many, seeing these charges in the aggregate, will indignantly deny them. Yet we venture to assert that no parent, answering each in turn, can plead guiltless to them all.

We shall not dwell upon the monstrous wrongs of chatisement too often inflicted upon children—such as beating, threatening, frightening, and, that meanest act of all, the "boxing" of ears. The dear Christ teaches no hard lesson of harshness or brute force toward the little ones committed to our care. Even as He was "subject unto" his parents, returning meekly with them from Jerusalem while his child-soul yearned to be about his Father's business, so would He have our little ones subject unto us. They are ours to lead and protect, to teach and warn and cherish; ours to love wisely, to deal with firmly and reverently—mirrors of our example, gleaners of the harvest of our home life—not ours to pet, and rebuff, and sacrifice to our hundred weaknesses. Well for the father and mother to whom their child's heart is as a holy of holies; and their child's foibles and human tendencies as stumbling-blocks not to vex and upset *them*, but which the little one must wisely and lovingly be taught to overcome. Heaven bless the always cheerful, gentle-voiced, concientious parent! And heaven help all those who, when it is too late to atone, remember with anguish the quivering lip and pleading eye of a little face that has passed away!

COLIC IN HORSES—A correspondent who says he has used it for forty years calls the following "a sure cure:" He takes soft water, adds more salt than it will dissolve, and with a woollen rag bathes the horse on the small of the back with this brine, rubbing it in hard. He has never known it to fail to relieve the animal.

Sea Island cotton, caster beans and indigo are raised this year on Galveston Island.

Why the Land is Running Out

With all the pride which Americans feel in witnessing the improvements of this country in most respects, it is a source of mortification that in almost every portion of our fair land the soil is growing yearly less productive. We are talking of "worn out lands" in regions where men are now living who witnessed their first settlement, and where the perishable structures of the pioneers still remain. We are sending wheat to towns that were, in our colonial day the granaries both of our and foreign lands; and unless the aristocratic Virginian is content to smoke tobacco interior to that in which his ancestor indulged, it is that he must receive his supply of the cherished narcotic from beyond the borders of the Old Dominion.

The cause of the country, lies in the fact that we are annually sending away from the land, with each successive harvest things on which the soil is dependent for its fertility. We all know that wheat is an exhaustive crop; that it robs the soil of its rich phosphates and several other salts that are essential to the growth of the plant, which, more than any other, supplies the food for man. Let us see what becomes of these essential elements of wheat growth: They are very largely found in the covering of the berry. This, we all know, in the great majority of cases, is seprated from the whiter portions of flour at mills situated at a distance from where the grain is produced. This bran and shorts are fed to cattle in large towns, and though some will find its way into village gardens, by far the larger portions are buried in pits, used in the place of soil for filling up places that are required to be raised, or taken out into bodies of water by means of boats or through sewers.

Of the bran and shorts of wheat, and the entire portions of other grains that are fed to stock on the farm, some, of course, is returned to the land, and shows its good effects in the crops that are produced from it. But the animals that are raised from them as well as the dairy products derived from the milk so produced, are sent to distant markets. Even the bones of the animals that die from disease or accident, or are slaughtered for beef, are now eagerly collected, and find their way, for the most part, to foreign shores. To-day, many an English wheat field and French vineyard is rejoicing in fertility derived from the bones of animals raised in the valley of the Mississippi ... ishes the productiveness of soil for several successive seasons. The oil is sent across the sea. The proprietor of the largest linseed oil works in the West informed us recently that never over two per cent of their oil cake found a market in this country. The remainder goes to England. The English farmer likes this product of the flax mill, not altogether or principally because it is the cheapest food for dairy and beef stock, but because of the excellent character of the manure that derived from it.—*Prairie Farmer.*

DON'T GET MAD ABOUT IT.—We are glad to see a better feeling is being manifested among all decent newspapers in this State, and it is a good omen. What is the use of men quarreling together and eating each other because they don't happen to think alike on all questions? A man who cannot bear a jest should not make one; and a man who "lets his angry passion rise" when anybody opposes his pet schemes is to be pitied. Keep hold your temper, and do your level best for whatever cause you espouse; and if you don't happen to think as we do we wont lay in wait to slay you, but invite you to come and see us and we will give you the best there is in the house; and when we get a chance at you we shall always give you the best there is in our head and pen.

VIRGINIA WHEAT CROP.—The Petersburg *Express*, of the 1st, has the following:

"The wheat crop of Culpepper county is nearly harvested, and the yield above the average. It is said the crop is better than has been gathered for ten years."

The Orange County *Native Virginian* says:

"Harvesting began a day or two ago. Unlike Albemarle and Nelson, we have but little red rust, and our wheat crop will be a good one, both as to quantity and quality. Oats look well, and corn promises finely."

The accounts from Spottsylvania, Stafford, King George and Caroline state that the wheat has been better than for several years.

HOLDING UP MILK.—A writer in the Cincinnatti *Gazette* says the best way to prevent cows from holding up their milk is to milk the forward teats perfectly dry then change to the two hind teats and milk very fast, and the desired result will most likely be obtained. I have tried this expriment on an old muley cow, that possesses a great deal of obstinacy in this line, and with success. Another writer suggests that it is a better way to take two stones, weighing fifteen or twenty pounds each, and tie to them a rope two feet long, and when you go to milk hang it across the small of the cow's back.

Disgusting meanness—To tan a dog's hide with his own bark.