

The Rutherford Star.

"BE SURE YOU ARE RIGHT AND THEN GO AHEAD."—DAVY CROCKET.

VOL. III.

RUTHERFORDTON, N. C. THURSDAY, MARCH 6, 1869.

NO. 7.

Rutherford Star.
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WILL GIVE PROMPT ATTENTION to all Professional calls, and hopes to merit a continuance of his long established practice.
Has constantly on hand a fine supply of PURE DRUGS at his office in Rutherfordton, Feb 2-18

Drs. RUCKER & TWITTY,
HAVING ASSOCIATED in the practice of Medicine in all its branches respectfully offer their services to the public.
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RUTHERFORDTON, N. C.
OFFERS his professional services to his old friends, and the public generally. Office at his Drug Store. [dec. 19-18]

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Attorney at Law,
RUTHERFORDTON, N. C.
Claims collected in all parts of the State [dec. 19-18]

J. L. CARSON,
ATTORNEY AT LAW,
RUTHERFORDTON, N. C.
Collections made in any part of the State [Feb. 6-18]

G. M. WHITESIDE,
ATTORNEY and COUNSELLOR
AT LAW,
RUTHERFORDTON, N. C.
Prompt attention given to all business entrusted to his care. [Feb. 6-18]

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Wholesale and Retail Dealer in
BOOTS, SHOES, HATS, TRUNKS
Shoe-Findings, and Rubber Belting.
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Dealers in all kinds of Machinery, including
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CHASE'S PATENT BRICK MACHINES,
Steam Engines and Boilers, Fishburg Machine
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SPECIALTY:
The New Improved Accordion and
Patent Concertinas.
Also, Accordions with a new Italian Tremolo
tone. Prices, \$10, \$12, \$15 to \$25 each, sent
C. O. D.
Send for Wholesale or Retail Price List.
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HORWEDEL BROS.,
SALAMANDER SAFES.
The attention of all business men is respectfully invited to the merits of our Safes, before purchasing elsewhere. We are confident that after an impartial investigation, they will be preferred by business men to any other safe now manufactured.
Prices 15 per cent lower than any other Manufacturer.
WARRANTED FREE FROM DAMPNESS.
Send for Price List and Circular.
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RUTHERFORDTON.
New Carriage Shop

JUSTICE & CARRIER,
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HAVING RENTED THE LARGE SHOP formerly occupied by J. S. Ford, respectfully announce to the public that they are now making arrangements for the manufacture of
Carriages, Wagons, Buggies,
Carts, Wheelbarrows,
and every thing in their line, at prices to suit the times. [Jan. 30-18]

Notice.
I WILL pay the following prices for Produce delivered to me:
OATS, 50 cents per bushel.
CORN, 75 " " "
RYE, 100 " " "
IRISH POTATOES 50 cents per bushel.
Call at H. M. MILLER'S.
Jan. 23-18.

Blacksmithing.
ORDERS attended to with dispatch. [Jan. 30-18. JUSTICE & CARRIER.]

Undertaking.
COFFINS made to order at short notice. [Jan. 30-18. JUSTICE & CARRIER.]

CHARLOTTE,
A CARD

To Wholesale Buyers,
Thanking our numerous friends who in the past so lavishly bestowed their favors upon us, and thereby placing us among the

First of the Merchants of
Charlotte.

a title which we recognize with proud satisfaction, which we will endeavor to maintain by

Fair Dealing
and
Extraordinary Inducements.

this coming season, in view of which and the anticipation in the rise of goods, our

MR. RINTELS,
has already left for Northern markets (much earlier than usual) where, by his well known energy and good judgment in the selection of goods suitable for this market, we hope to be able by the

25th of this Month
to present the first and largest ever brought to this State by any house, which we respectfully invite our numerous customers and all others who come to this market to purchase.
Very Respectfully,
WITKOWSKY & RINTELS.

Mr. A. R. MAYER
is now with the above famous and well known House where he will be pleased to see his friends [Feb. 27-18]

SMITH'S
Boot, Shoe and Leather Store,
NEXT DOOR TO DEWEY'S BANK,
Charlotte, N. C.

The Largest Wholesale and Retail Shoe Establishment in North Carolina.

Their stock of Leather and Shoe Findings is most complete, embracing every grade of
Hemlock and Oak Sole Leather,
Upper Leather,
French and American Calf Skin,
Kip, Lams, &c., &c.
They also furnish all wid. lbs. of Rubber and Leather Belting at Manufacturers' prices.

Wholesale Department.
They have received their Fall and Winter Stock, the largest and most complete ever brought to this market, and will sell to merchants at
New York Wholesale Prices.
Their expenses being much less, and as they buy exclusively from manufacturers, there is no reason why they cannot sell at as low prices as the New York Jobber.
All they ask is a fair trial. Remember and ask for

SMITH'S SHOE STORE,
next door to Dewey's Bank, Charlotte, N. C. [dec. 19-18]

MATTHEW HOUSE,
(formerly KERES HOTEL, Charlotte, N. C.)

THIS WELL KNOWN HOUSE is now under the control and management of the undersigned, who solicit a share of the public patronage. The House has recently been thoroughly repaired and refurnished, and no exertions will be spared to make it comfortable.
THE TABLE will be furnished with the best of the country afford. Refreshments of all sorts can be found at the Bar.
THE STABLES attached to this House will be found sufficient to accommodate the Horses of our country friends who may prefer a safe place and good feed.
W. M. MATTHEWS, Jr.
J. L. STEGALL.

NEW YORK CITY.
The Most Vigorous and the Most Liberal Insurance Company in the World.

BROOKLYN
LIFE INSURANCE COMPANY
141, Broadway, New York.

ASSETS OVER
\$1,000,000.

CHRISTIAN W. BURK, President
ADAM D. POLHEMUS, Vice President
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Policies Issued as Good as U. S. Bonds.
Policies Valuable in Life as in Death.

The **BROOKLYN LIFE** is the only Company in the country which guarantees a definite surrender-value to every policy on which two or more annual premiums and have been paid; this amount, in dollars and cents, is endorsed on every policy issued. Should any policy holder become unable to pay his premiums, he can thus know the cash worth of the policy at any time after two annual premiums have been paid.

This certainly is the greatest inducement and most tangible advantage ever accorded to parties insuring their lives.

Among the advantages offered by the **BROOKLYN** which thoroughly entitle the determination of the officers to make it the Most Liberal Life Insurance Company in the United States are

1st. Total Removal of ALL RESTRICTIONS ON TRAVEL AND RESIDENCE. The assured may travel or reside anywhere they choose, the world over without extra premium or special permit.

2nd. A Loan of one-third of the Premium to the Policy-Holder annually.

3rd. All Policies are non-forfeitable after two full annual premiums have been paid.

4th. Rates as low as are consistent with financial soundness, and less than those of almost all Companies which accommodate their assured with loans.

5th. Dividends annually (after second year) in cash. Dividends are divided on the CONTRIBUTORY PLAN—the only equitable manner of dividing the earnings of a Life Insurance Company.

The Contribution Plan was first conceived by Mr. D. P. Flacker, our Actuary of this Company and has been adopted by most of the best managed Life Companies in this country.

The **BROOKLYN LIFE** has paid and now pays to its Policy-holders LARGER DIVIDENDS than ever before paid by a Life Insurance Company!

6th. Promptitude in paying losses.

7th. No charge for policy or stamp.

The success which the **BROOKLYN** has achieved, fully exemplified in its rapid and beautiful growth, is a convincing proof of the confidence reposed by the public in its soundness, integrity and liberality.

A. W. LAWRENCE,
Gen. Agent at Raleigh.
JOS. R. GRIFFITH,
Gen. Agent for Western North Carolina.
Dr. J. M. CRATON,
Examining Physician at Rutherfordton, N. C. [Jan. 9-3m.]

SOMETHING NEW.
NICKEL WATCHES.
OF A
SUPERIOR GRADE AND AT REASONABLE PRICES, IN

Gold, Silver & Patent Filled Gold Cases
Movements made by BOREL & COURVOISIER of Neuchâtel, Switzerland, in Lever, Straightline, and Equilibrium Escapements. Warranted perfect time keepers.

These watches have been sold by us since 1860, and we can guarantee them as perfect and reliable timepieces.

The Messrs. Borel & Courvoisier have taken the Grand Prize at the late Paris Exposition for superior workmanship, and the greatest portion in time keeping.
All orders should be addressed to the undersigned, only Agents in the United States.
Quinche & Kruger,
Nos. 8 and 10 John Street, N. Y.
IMPORTERS AND MANUFACTURERS OF
NICKEL WATCHES AND MOVEMENTS.
[A.A.A.] [Jan. 30-18.]

REMINGTON'S
FIRE ARMS.
Sold by the Trade Generally.
A Liberal Discount to Dealers.
200,000 furnished the U. S. Government.
Army, Navy, Belt, Police and Pocket Revolvers; Repeating and Vest Pocket Pistols and Rifle Cases, using Metallic Cartridge. Breaching and Revolving Rifles.
E. REMINGTON & SONS, ILION, N. Y.
Jan. 30-18.

Demorest's Young America,
ENLARGED. It is the best Juvenile Magazine in the world. Every Boy and Girl that sees it says: all the Press say so; and Parents and Teachers confirm it. Do not fail to secure a copy. A good Microscope, with a Glass Cylinder to confine objects, or a good two-bladed pearl Pocket Knife, and a large number of other desirable articles, given as premiums to each subscriber yearly, \$1.50. Publication Office, 838 Broadway, New York.
Try it, Boys and Girls! Specimen copies, ten cents mailed free. [4-18]

STAY LAW.
Declared Unconstitutional by the Supreme Court.

Opinion of Justice Read.
[Reported for the Standard]

IN THE CASE OF JACOBS vs. UNDERWOOD
It ought to be, and it is with us, the gravest duty to decide between the Constitution and a legislative enactment. It is settled that whenever such a question arises, every responsible presumption is in favor of the validity of the enactment, and against the alleged repugnance. Nor is it ever to be presumed that the Legislature intends an infringement of the Constitution, even when the infringement is palpable; but it is to be set down to inadvertence, or mistake, or unconscious bias from pressing circumstances. The duty is not only grave but painful, when great public interests are involved, or the public mind is excited and anxious, by reason of the multiplicity of individual interests, which are at stake. But still the Judge has but one guide—DUTY. To maintain and enforce legislative enactments is important, but to maintain and defend the constitution is paramount.

The Constitution of the United States provides that "no State shall pass any law impairing the obligation of contracts."

The obligation of a contract is the duty of its performance—a full and complete compliance with its terms.

Any statute which relieves a party from this duty, or enables him to evade it, is void.

An occasional, if not a frequent recurrence to fundamental principles is useful. Let us, therefore, consider why it was thought necessary by those who formed our government, to make this provision in the United States Constitution. Every word of that instrument was well considered; every principle was founded in patriotism and virtue. Those who had fled from error, and staked all for truth and justice—great and good men—framed a government in which virtue and intelligence were to be the powers; capital, privilege, monopoly, rank, had their day and were discarded. Upon a new soil and in a fresh climate, a government was inaugurated founded upon the virtue and intelligence of those who were of it. Very few were rich; the masses were poor; and those who were expected to come under it by immigration were to be poorer still; and the whole body were dependent upon industry and integrity for prosperity. Under these circumstances, what was necessary for the business and prosperity of such a community? If it had been left to the control of capital, the few who had it would have had a monopoly, and industry and enterprise would have been paralyzed. To prevent this, integrity was put in competition with capital indeed almost to supply its place.—Every man's word was to be his bond, and every bond—every contract—was to be unavoidable. Not only was the capitalist assured that if he would venture his capital for the interest of the community he should have every guarantee for its safety, but the laborer was assured that industry should have its reward; that in the absence of capital to "pay down," industry and enterprise need not falter, because a promise of reward should never be evaded or impaired. It will be seen therefore, that the provision was not so much for the protection of capital, as for the encouragement of industry and enterprise. It was a guaranty of justice to all, and is expressly against him who would obtain the profits of industry, and withhold the reward. It is a provision in favor of industry and honesty, and against idleness and treachery.

Probably the wisdom of our ancestors could not be more clearly vindicated than it is by the circumstances which now surround us. Let it be supposed that there are in the State 200,000 persons acting for themselves: one third of them, the colored portion, are neither creditors nor debtors to any considerable amount, and are dependent upon their labor for subsistence; and that depends upon the inviolability of contracts. Another third, one-half the whites, are small farmers and laborers, dependent upon the rewards of industry. The other third may represent the creditor and debtor classes. Of these there are, doubtless, meritorious cases on each side. On one side there may be the exacting shylock creditor, and on the other the exhausted, unfortunate debtor. On the one side there may be the widow or the orphan creditor, and on the other the showy spendthrift debtor. It is impossible to make general rules to fit these in-

dividual cases; and it was wise to leave the contract inviolable, and the hardships to private adjustment. Probably the attempted interference in favor of one class against the other, has held out false, not to say unjust hopes, and has prevented the private adjustments which might have been made. As it is, we find that eight years of stay laws have left a considerable indebtedness with interest and cost accumulated, and creditors and sureties impoverished, without any corresponding benefit to the principal debtors; some of whom cannot pay and have sought relief from the Bankrupt law; and some have delayed, and have lost the opportunity for that relief, by reason of the false hopes held out by the stay law; and some of whom will not pay, although their means are abundant, and are used in speculation and extravagance.

Again: It is very well known to those who framed our Constitution, that with the most prudent and honest purposes, persons would sometimes become involved beyond their ability to pay, and that it would be crippling industry and enterprise to afford them no escape from misfortune; and, therefore, the same Constitution, which makes contracts inviolable by stay laws, provides for a general bankrupt law, by means of which a debtor may be absolved from his debts and take a new start.

Again: The laws, while they provide for the enforcement of contracts, are not used to the extent of oppressing the debtor, for there have always been exemptions of what were deemed necessities. In our earlier days—times of great simplicity and small estates—we had the exemptions of wearing apparel, wheel and cards, loom, bed, and furniture &c., as our fortunes increased, the exemptions increased, and provisions, furniture, &c., were added; and subsequently, as times and habits changed, other things were added. All of which met the approval of the public, and was not injurious to creditors, while the debtors were not reduced to want, nor left to broken spirits.

Now there is a commendable spirit which finds expression in our new Constitution and in popular approbation, to allow homesteads; for truly we say, why allow a bed without a shelter to keep off the rain!

But exemptions and homesteads on the one hand, and stay laws on the other, are very different things. The former allows a man to be comfortable and honest, and encourages industry, while the latter enables him to be profligate and dishonest; the former is for all, the latter for a favored few.

There has been no case before us requiring the decision of the question, whether the provision for a homestead in our State Constitution is in violation of the Constitution of the United States.—And although the advice of the Supreme Court was requested by resolution of the General Assembly, yet our Courts are so constituted, that we have not felt liberty to deliver any authoritative opinion upon the subject. But the fact may be stated, that our new Constitution was approved by Congress, with that provision in it; and it is not to be supposed that it would have been done, if it had been thought to be in violation of the Constitution of the United States. And it is settled, that every presumption is to be made in its favor; as having the approbation of the Convention of the State, and of the Congress of the United States.—And it may be repeated that exemptions have always existed, not to any considerable amount, to be sure, but still, in increasing amounts, keeping pace with the change in manners and customs, and the condition of the country. If an exemption of the value of \$100 was necessary in our infancy as a people, with the simplest habits and fell under the maxim, *de minimis non curat lex*, it may not be that the exemption of a homestead of \$1000 value will be deemed less considerable than \$100 then. And it has the sanction, not only of Congress and of the State Convention, but of the liberal spirit of the times as well. And it may well be supposed to be the earnest wish of the Government in all its departments, and of every enlightened and benevolent citizen to see every man with a HOME—a home for his wife and children, a home to adorn and to love—his home, his care.

"From tarret to foundation stone."

Although we are not permitted to declare our decision in advance of a case between parties which may come before us, yet a measure which has the sanction of the State Constitution, of Congress, the

guardian of the United States Constitution, and of an enlightened public sentiment, and which is founded on justice, and which gives to every man a home from which he cannot be driven, may well be supposed to find favor with the Court, no member of which has intimated an unfavorable opinion. If such should be the case, then every man will be saved from oppression. And, in the absence of any stay law to prevent, every man will be obliged to do justice to his creditors, by surrendering to the satisfaction of his debts so much property as is not exempted as his homestead.

We have been thus full in what may be regarded as an unusual discourse of the subject by the Court, because we are aware that the effect of our decision will be left very far beyond the case before us; because of an anxious state of the public mind; and because, in declaring invalid a measure which was intended to afford relief, but which was not only invalid but mischievous, and gives a stone instead of bread, we were anxious to relieve the public mind by directing attention to a measure—the homestead—which may cure to the benefit of all.

We come now to the question: Does the ordinance, which we are considering, impair the obligation of contracts?

We do not propose to labor the subject. It is plain and incontrovertible. And the learning upon it is abundant and common. *Barnes vs. Barnes.*

We are obliged to concede that it was not the purpose of the Convention to impair the obligation of contracts, both because that is not to be presumed and because a different purpose is expressly declared. And we are to take the declared purpose the real one. The purpose declared is, "to change the jurisdiction of the Courts," &c. To do that is quite within the province of legislation. But while pursuing that legitimate object, it turns out that the effect was to impair the obligation of contracts—a consequence which, as we are to presume, was not foreseen, and is to be set down to inadvertence, or the unconscious bias of pressing circumstances. And as soon as it is discovered that the effect is to violate the Constitution, the Legislature and every citizen will sustain the Court in its purpose to maintain the Constitution.

The second section of the ordinance of the Convention of 1865-66 entitled "An ordinance to change the jurisdiction of the Courts," &c., as amended by the Convention of 1868, to be found appended to the Code, provides that all contracts, without regard to the terms of payment made by the parties, shall be payable in four annual installments.—Now if the terms of the contract be that it is all payable at one and the same time, and the ordinance changes the payment to four different and distant times, it is a material alteration and impairs its obligation.

Section sixteen provides that the second section shall not apply to debts contracted since 1st May, 1865; so that the second section is liable to the two-fold objection of altering the terms of the contract, and of discriminating between classes. The second section is therefore void, as impairing the obligation of contracts, in that (1) it alters the terms in the particular of the time of payment; and (2) in the particular, that it alters the remedy of enforcing the contract—not immaterial and reasonable alterations, but material and unreasonable ones.

There are several cases before us, of which this opinion is decisive. The particular point prescribed in this case is whether a bond given since 1st May, 1865 in renewal of a debt before that time, could be sued on in the County Court (this suit having originated in the County Court). The defendant pleaded to the jurisdiction, and the plaintiff demurred, and his Honor overruled the demurrer and sustained the plea. In this there was error. According to this agreement of parties, judgment will be entered here for the plaintiff for his debt and interest.

READ, J.

A remarkable trance case is published as follows:

A number of the Milwaukee physicians have been examining a remarkable case at Burlington, Iowa—that of the Mina Rousse. On the 8th of January she called her father to her bedside and told him she was going to sleep a long time. She said she should look as though she was dead, but she would not be dead; and made her father promise that he would not bury her. She then sank away, and has laid in that state since the 8th of January. On Monday last a vein was tapped, and the blood flowed as naturally as it would in any living person.

COLORED TESTIMONY.
THE LAW REGARDS NOT THE COLOR OF THE WITNESS.

[Reported for the Standard.]
Opinion of Chief Justice Pearson,
IN THE CASE OF STATE vs. UNDERWOOD.

We are of the opinion that the act Rev. Code, chap. 107, sec. 71, which makes persons of color incapable of being witnesses except against each other, is repugnant to the Constitution.

According to that instrument, persons of color are entitled to vote and hold office. The greater includes the less, and the effect is, to take away the mark of degradation imposed by the statute under consideration.

We see every day persons of color holding seats in the Senate and House of Representatives, and filling places in the Executive department of the State. So it would be incongruous and absolutely absurd to rule that a free person of color is incompetent as a witness against a white man charged with the offence of mis-marking one of his neighbor's sheep.

The statute must be taken to be repugnant to the spirit, if not the letter of the Constitution.

We see no occasion to elaborate the question, and indeed there is but little room for discussion. The new order of things brought about by emancipation by the 18th article of the amendment of the Constitution of the United States, the Civil Rights Bill, the military rule to which the State was subject while the government was provisional, and the approval by Congress of the present State Constitution, tend to support our conclusion, and to show in fact that it is unavoidable, in order to make the parts of our system harmonize and work together as a consistent whole.

This is no error. Judgment affirmed. This will be certified. PEARSON, C. J.

General News.

Quick, the deceased Philadelphia circus proprietor, left \$200,000.
Persia will soon hear the melodious whistle of the locomotive.
Five Police Commissioners of Philadelphia are worth in the aggregate about \$2,000,000.

F. B. Pinto, the New York Park Bank robber, has been sentenced to five years in the State Prison.

A Pennsylvania State Temperance Convention will assemble at Harrisburg, on the 23rd inst.

There are six colored men in the medical department of Harvard University.

The season is so mild in Maryland that the farmers have commenced ploughing.

The peach buds are so far, uninjured in Western New York.

Michigan has school property to the value of \$4,285,632.

The Cincinnati Relief Union have this season distributed 5,000 pairs of shoes.

The Baltimore city government has tendered hospitalities to President Johnson after the 4th of March.

It is said the Blue grass section of Kentucky has sold this winter \$2,000,000 worth of mules to go South.

Savannah is now the busiest Southern seaport on the Atlantic. There were 85 vessels in port there one day last week.

A fellow who recently robbed a postman of \$1,10 in Cameron, Mo., told him he had ought to be killed, for not having more.

It is stated that the Rothschilds purchased two millions of United States bonds recently.

A farmer in Jennings county, Indiana, has raised five thousand pounds of tobacco on eight acres of ground.

Nearly all the Japan tea exported comes to this country, English people will not purchase it.

The New York ice dealers have secured a full crop, and there will be an abundant supply for next summer.

Dr. Nilaton, of Paris, says Chang and Eng can be safely sundered. Thus doctors disagree.

There are five Sundays in this year in each of the months of January, May, August, and October.
A Boston broken down merchant has been given two thousand dollars by a former clerk whom he treated kindly thirty years ago.