RALEIGH REGISTER,

LIBERTAS

AND

NORTH-CAROLINA STATE GAZETTE.

"Ours are the Plans of fair delightful Peace,
"Unwarp'd by Party Rage to live like Brothers."

Vol. IV. MONDAY, JUNE 13, 1803. No. 191.

Bankruptcy.

The following judicial opinion delivered in the Mayor's Court of N. York, on the operation of the Bankrupt System of the United States, is the first on the subject. It will be found of considerable importance to the commercial community, whose interests are intimately affected by the constructions and adjudications of the extent and force of this Statue. The decision, we understand, has been acquiesced in.

New-York Mayor's Court.

Widdington & Auchinvole, assignees of M'Cready, versus Morris.

This is an action of Trover, bro't by the assignees of a bankrupt to recover the value of certain goods delivered to the defendant, in satisfaction of a just debt, under the following circumstances.

The bankrupt finding his affairs desperate, on the 28th of August, being Saturday suffered his note to be protested, and was denied to a clerk of the creditor, who came to demand payment, and as he afterwards confessed, purposely to avoid seeing his creditors or his agent. On the 29th, Sunday, he delivered parcels of goods to a creditor (who found him taking an invoice of his stock) in satisfaction of his debt, and on the same day the defendant (also a bona fide creditor, for money lent to the amount of 200 dollars) called on him, and requested that he would deliver goods in satisfaction of his debt, which after hesitation was agreed to by the bankrupt, who said, that as he could not go on, the defendant might take goods in payment, and thereupon delived him goods to the amount of $61 12-100 dollars, in order, as was expressed at the time, to cover by this excess any loss on the sale of the goods at auction. The defendant did not at the time of receiving the goods, threaten any prosecution for his debt.

On Monday, the 30th, commission of Bankruptcy was sued, Plaintiffs were afterwards duly appointed assignees, and demand made of the goods.

On this case the following questions are raised for the determination of the court:

1st. Was the denial to the clerk of the creditor on the 28th, an act of Bankruptcy?

2d. Did the delivery of the goods to the defendant, vest any property in him?

The opinion of the court on the second point, will render a minute investigation of the first unnecessary; but as it has been raised, we will notice the difference between our statue and those of England on this point.

The act of bankruptcy by the English statue, is described simply by the terms, "beginning to keep his or her house, or otherwise to absent him or herself" 1 Jac. I. 115 and the courts have construed a denial to a creditor with intent to delay or defraud, to be a "beginning to keep his or her house," under the statue. Our act however, adds to the word used by the English statue, the qualification "so that he or she cannot be taken or served with process," which would seem to imply a necessity of shewing, that process had really been sued out, and attempted to be served.

3d. The second point is one of the greatest consequence to commerce. The decision of it will determine how far the system of Bankruptcy is to have a favorable operation on the interests of commerce. We accordingly find, that cases of a similar nature have engaged the closest attention of the English bench, and we have fortunately the result of their labours to guide us in our judgement. That a debtor being about to fail, should not have the liberty to distinguish between his creditors, to repay the friendly indorser or surety, who may have resigned his all to serve him, and suffer the hard dealer whose extortions may have produced his ruin, to come in for the residue of his property, that creditors of these descriptions should be placed on a perfect equality, seems at first to shock our ideas of equity and justice, and the want of reflection make us almost abhor the law which calls the satisfaction of the first debt, a fraudulent act.

But when we consider that the object of every system of insolvency is to prevent this discretion in the debtor; that the connections, the partialities, the passions, and frequently the fraudulent views of the insolvent, will prevent his making that distribution of his effects which justice requires; we shall not arraign the law which takes the apportionment from his hands, and places it beyond the reach of his partial views.

The case cited by Cooke, 376, and *Harman vs. Fisher, Cow.* 117, turn on the transfer being complete before the act of bankruptcy committed.

Worsely vs, de Mottor, 1 *Bur* 474, was decided on the fraudulent badges attending the transfer, it was of the bankrupt's property; and possession did not accompany the deed. But the case of *Linton, vs. Bartlett*, 10 *Geo. M S S.* 3 *Wils.* 47, cited by Cooke; 380, is completely analogous to the present; there the transfer was complete. Possession accompanied it, it was for only a small part of the bankrupt's property: the vendee had no knowledge or suspicion of the insolvency, and it was to secure a sum advanced without interest, and by a brother from motives of friendship Yet because it was done in contemplation of Bankruptcy, voluntarily without threats or solicitation, and with a view of preferring one creditor to another, it was declared fraudulent and void. So in the present case, though the defendant is a fair; nay a meritorious creditor; yet as the Bankrupt, without pressure or threat of legal process, with the express purpose of giving a preference, delivered his goods on the eve of an act of bankruptcy, and to a greater value than the debt, it is clearly a fraud upon the operation of the law, which would be, and too frequently has been totally defeated by practices of this kind.

If the debtor can prefer one, he can prefer any number of creditors, to the whole extent of his capital, and the law would become nugatory. It is important, therefore to be known, that the courts will carry the law into operation, and if any serious doubts are entertained against the judgement now given for the plantiff, it is recommended to the parties to change the case into a special verdict, that it may undergo the revision of a superior tribunal.

The points on which we have decided, make it unnecessary to say any thing of the admissibility of the testimony object to.

MEDICAL SOCIETY.

AN adjourned Meeting of the Medical Society of North-Carolina, will be holden at Chapel-Hill, the seat of the University, on the fifth Day of July next.—Medical Communications from Members and others will then be received, and the usual Business of the Society transacted.

By Order,

CALVIN JONES, Sec.

DIVISION ORDERS.

A Roster of the General, Field, and Staff Officers, of the several Brigades and Regiments of Militia, and Troops of Cavalry, in the third Division of Militia, should be made to the Major-General, at least once in every Year. The Brigadiers General in the third Division, will, as soon as possible, make a Return of this Kind from each of their Brigades, expressive of the Name, Rank and Date of the Commission of the several Field Officers, therein distinguishing the Regiments to which they belong.

The Commanding Officer of Regiments of Militia and Cavalry, are required to keep a regular and complete Roster of the commissioned Officers composing their Regiments ready at all Times for immediate Inspection.

By Order of Stephen W. Carney, Major-General of the third Division of North-Carolina Militia,

ROB. WILLIAMS, Aid-de-camp.

June 3, 1803.

UNIVERSITY.

THE Trustees of the University of North Carolina, are requested to attend at the Seat of the said University, on the 4th Day of July next, on Business which will then be laid before them.

By Order of the President,

GAVIN ALVES, *Sec.*

☞ The Committee of Visitation for the Examination, which begins on the 4th of July, is composed of the following Gentlemen: Joseph Dickson, William Polk, Walter Alves, William R. Davie, Robert Montgomery, Calvin Jones, Alexander D. Moore, and John Louis Taylor. *June* 1, 1803.

Kinston, May 25, 1803.

THE Subscriber has for Sale, a Number of HOUSES and LOTS in the Town of Kinston; consisting of one two-story House, seven private Rooms and two Halls, the one above, the other below; one House, a single Story, 32 Feet long, a Brick Chimney to each, two Kitchens, a Brick Chimney to each, and one Store-House and a large Warehouse on the River Neuse. Also five Lots belonging to the said Houses, and thirty-six unimproved Lots in the said Town; all of which he will sell low for Cash; or, if required, such a Credit will be given as shall make the Payment easy to the Purchaser.—Property of almost any Kind will be received in Payment. AMBROSE JONES.

State of North-Carolina, Morgan District. } Court of Equity, March Term, 1803.

Christian Lewis Benzein and others, Complainants, *vs.* John Lovelace & others, Defendants. } *Bill.*

IT appearing to the Court, that the following Defendants reside out of this State, to-wit: John Majors, Joseph Williams, William Smith, James Saunders, William Petty, sen. Alexander Holton, Buckner Russel, Thomas Holman, sen. John Petty and John Robinet; therefore, ordered by the Court, that they file their Answer within the first three Days of next Term, to-wit, September, 1803, or that the Bill be taken pro Confesso, and heard ex parte; and that this Order be published three Weeks successively in the Raleigh Register.

Copy from the Minutes,

Witness, J. SPENCER, C.&M.

Land for Sale.

On the 17th of June next, at the Court House, in the City of Raleigh, will be offered for sale,

FIVE Tracts of Land, together or separately, lying in Wake County, formerly the Property of David Horton

The Terms will be made known at the Time of Sale. S. TURRENTINE.

May 19, 1803.

☞ Should any one be inclined to purchase at private Sale, in the mean Time, he may do so on Application to S. Turrentine.

NOTICE.

I Have observed advertised for sale, a Tract of Land lying on the Waters of Little River, in Orange County, adjoining the Lands of Samuel Turrentine and others, containing 310 Acres, by Alexander Tate, Deputy Marshal; I therefore hereby forewarn said Alex. Tate, or any other Person or Persons, from selling or purchasing said Land, as it is my Property. The said Land is advertised to be sold at Raleigh, as well as I recollect, on the 17th of June next.

S. TURRENTINE.

May 19, 1803.

A Farm near Raleigh.

FOR SALE,

TWO Hundred and sixty-eight Acres of good Land, situate about six Miles south of the City of Raleigh, eighty of which are in Cultivation. There are on the Premises, a tolerably good Dwelling-House, excellent Stables, and other convenient Outbuildings, fine Water, and a good Garden, the Property of Jesse Mitchell.

The Premises may be entered upon immediately, or after the ensuing Crop is reaped.

Negroes or good Horses will be taken in Part of Payment.

For further Particulars apply to Jesse Mitchell, living on the Land.

April 30.

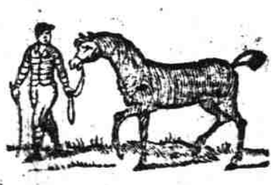
DESERTED,

From the Rendezvous in Fayetteville, on the 13th Instant,

A Soldier by the Name of JOHN M'INTOSH. He had on when he went away, a Pair of Linen Overalls, tipped with blue, and a Pair of Gaithers of the U. States Infantry Uniform. He is 25 Years of Age, 5 Feet 9 Inches high, blue Eyes, which when laughing is almost closed; has dark Hair and dark Complection, and was born in Moore County, in this State.

Also, JOHN TREVATHAN and JAS. WELSH, duly enlisted Soldiers, ordered in Pursuit of the said M'Intosh, their Time of Return being expired. John Trevathan had on a full Suit of Infantry Uniform. He is 21 Years of Age, 5 Feet 10 Inches high, light Eyes, dark Hair, fair Complection. He was born in the County of Darlington, in S. Carolina. James Welsh had on a full Suit of Infantry Uniform. He is 23 Years of Age, 5 Feet 10¾ Inches high, grey Eyes, dark Hair, fair Complection, born in Chatham County, in this State. A Reward of Ten Dollars will be given for each of them, if delivered to me, or any other Officer in the Service of the United States, or if committed to any Goal in this State, so that I get them, or either of them. J. FERGUS, Lt.

Commanding Rec. Rendezvous.



The full-blooded Horse

DEMAGORUS,

WILL stand this ensuing Season on Sugar Creek, Mecklenburg county, seven Miles south-west of Charlotte, to cover Mares as follows, viz. Four Dollars the single Leap, paid when the Mare is entered; Ten Dollars the Season, which may be discharged by the Payment of eight Dollars on or before the first of November next, and sixteen Dollars to insure a Mare with Foal. The Season commenced on the 10th of March, and will end on the first of August. The strictest Attention will be paid to Mares, but no Liability for Accidents or Escapes.

Demagorus is a beautiful sorrel, sixteen Hands and an half high, ten Years old this Spring, was got by the noted Foal-getter Augustus, which was got by Claudius which was got by the old imported Horse James thought to be the best Foal-getter in America, out of Gen. Meade's noted Brood Mare, which brought those fine Stud Horses Old Clerk, Starn, Liberty and Fitz-Partner. His dam was got by the old imported Jolly Roger, out of a full-bred Hob Nob Mare.

Demagorus is a sure Foal getter, and his Colts are large and likely. He is in as great Estimation in Virginia (where he was raised) perhaps as any American raised Horse that ever stood in that State, as may be seen by certificates which I have now in my Possession. JAMES DINKIN.

MAGIC,

Imported by Gracie, Anderson and Co. from London, in the Ship Rebson, which arrived at Norfolk the latter End of December last, now in high Health and Vigour, will stand the ensuing Season at my Stables in Warrenton, and will be let to Mares at Five Guineas the Season, which may be discharged by the Payment of Four on or before the first of January next, or seventeen Dollars if paid within the Season; Two Guineas the Leap, paid when the Mares are covered: Insurance double the Price of the Season, same Terms and Times of Payment. Should the Property of any Mare be changed, the Insurance will be demanded in every Instance. Should a Mare insured not prove with Foal, the Money will be returned.

The Season will commence on the 10th of March, and end the 10th of August next. Good and extensive Pasturage, well inclosed, at my Plantation within a Mile of Warrenton; and Servants sent with Mares boarded gratis. No Liability for Accidents or Escapes; but the greatest Care shall be taken to prevent either. Mares fed well, if required, at 20 Cents per Day.

Mar. 1, 1803. M. DUKE JOHNSON

Magic is nine years old, a horse of elegant form and great powers, full fifteen and a half hands high, and as well bred a horse as any in England. He was got by Volunteer, one of the best sons of Old Eclipse, and sire of Spread Eagle, Eagle, Stirling, Triumvir, Recruit, Commodore, &c. &c. out of Marcella. Marcella was got by Mambrino, her dam Medea by Sweetbriar, out of Angelica. Angelica by Snap—Regulus—Bartlet's Childers—Honeywood's Arabian—Dam of the Two True Blues.

Magic has covered in England the three last years. His Produce are considered large and promising.

PERFORMANCES.

See the Racing Calendar for 1797. He received from Mr. Bowes' colt Sadler, fifty guineas at Newmarket. He won a sweepstakes against Whip, Mother Shipton & others at Lewes; and a match at Newmarket with Louisa; and also a match again Mr. Concannon's Knightshed. In 1798, he won the Petworth Stakes at Brighton, beating Wrangler, Johnny, Bennington, Play or Pay, and two others. At Lewes, he won a sweepstakes against Whip and two more. He walked over for the King's plate at Canterbury, and won the city plate. In 1799, he won one hundred and twenty guineas at Lichfield, beating Robin Redbreast, Conon and four others; and a plate at Leicester.

M. D. JOHNSON

The Thorough-bred Imported Horse

CHARIOT.

Bred by John Clifton, Esq. who kept and run him until October, 1796, when he was purchased by Sir Wm. Gerard, Baronet. He was got by the celebrated Horse Highflyer, his Dam Potosi by Old Eclipse, a Mare of as great Fame as any in England.

Chariot is a fine bay, stands nearly sixteen Hands high, and for Bone, Sinew, Symmetry and Action, is scarcely to be equalled. His Running entitles him to be ranked amongst the first Horses in this Country. His Excellence has been distinguished in four-mile Heats, and in no Instance where the contest was great, but he proved successful, having frequently run four Heats to decide the Race.

Chariot now exhibits the greatest Health and Vigour, and will stand the ensuing Season at

JAMES LYNE's HOUSE,

Within one Mile of the Subscribers' Store, on Nutbush, Granville County, North Carolina, Nine Miles from Hawkins's Ferry, six Miles from Williamsborough, and sixteen from Warrenton;

And will be let to Mares at Ten Dollars the Leap, paid at the Stable Door: Twenty Dollars the Season, payable the first Day of October next; and Forty Dollars to insure a Foal: And in every Instance, Half a Dollar to the Groom at the Stable Door.

The Season may be discharged by the Payment of sixteen Dollars, if paid within the Season, which commenced the first Day of March, and will end the tenth Day of August. In cases of Insurance, the Money will be returned if the Mares do not prove with Foal, provided the Property is in no Instance changed.

Chariot is a sure Foal-getter, as appears from certificates sent with him. The Gentleman who imported him, purchased him in England himself, and had an opportunity of seeing his Colts; they being large, gay, elegant and sprightly, was his Inducement to purchase him. His Colts in this country are equal, if not superior, to those of any Horse on the continent.

Good, extensive, and well inclosed Pasturage, with one hundred Acres laid down in Wheat, Rye, red and white Clover, gratis; and every care and attention paid to prevent Accidents or Escapes, but will not be liable for any that may happen. Notes of Hand will be expected with the Mares put to him, either by the Season or Insurance.

Chariot being the sole Property of the Subscribers, they have it in their Power to pledge themselves for pointed attention being paid to such Mares as maybe sent to him.

JAMES & HENRY LYNE.

☞ Those Gentlemen who wish their Mares fed with Grain, may be furnished with Corn at two Dollars and a half a Barrel. Those bringing Mares boarded gratis.

PEDIGREE.

Chariot was got by Highflyer, son of Herod, son of Tartar, son of Partner, out of Meliora by Fox; his dam Potosi by Eclipse grandam by Blank, son of Godolphin Arabian; great great grandam by Godolph Arabian, great, great, great, grndam, by Snap, son of Chillaut, sire Snap, out of the Wiberington mare by Partner, sister to Squarrel's dam by Bloody Buttocks, Greyhound Makeless, Brimmer's, Place's, White Turk Dodsworth, Layton's barb mare; having sixty-six true Arabian crosses, and sixteen royal mares, by sire and dam.

WM. GERARD, Bart.

For which reference may be made to the General Stud Book, now in our possession.

PERFORMANCES.

Richmond meeting, Sep. 1792, Chariot won at three heats, a plate for three year old colts 8 stone, fillies 7 stone 12lbs two mile heats, beating Mr. Peveral's bay filly Butterfly, Mr. R. W. Pierce's chesnut filly by King Fergus, Mr. Hudson's bay filly by King Fergus, and Mr. Ridley's chesnut filly Heiress.

Nantwich meeting, 11th July, 1793, he won, at two heats, a plate for four year olds, 7 lb. two mile heats, beating Mr. Wardle's Bacchus, and Mr. Wade's Playfellow.

Newton meeting, July 16, 1793, he won at two heats, a plate, for four year olds 7st 6lbs. and five year olds 8st. 8lbs four mile heats, beating Mr Jewison's Tartar, 4 years old, and Mr. Yever's Minor 5 years old.

Preston meeting, July 24, 1793, he won, at four heats, a plate for three years old 7st. 2lb and four year olds 8st. 3lb. fillies allowed 2lb. four mile heats, beating Mr. Crompton's bay filly Drowsy, Lord Darby's bay colt Kidney, by Potsos, out of Paulina, Lord Hamilton's brown filly by Rockingham, Sir H. Williamson's bay filly Tree Creeper, and Mr. Hutchinson's brown colt Constitution.

Nantwich meeting, July, 1794, he won, at four miles, a plate for three year olds, carrying a feather, five year olds 8st 3lb and aged 9st 2lbs four mile heats, beating Mr. Barry's bay horse Burgamot, aged, Lord Donnegal's chesnut horse Weasel, and Mr. Crompton's chesnut filly Jircassian.

Catterick meeting, April, 1795, he won at three heats, a plate for four years old, carrying 8st 7lb and five year olds 8st 12lb. four mile heats, beating Mr. Armstrong's bay filly Mutten, Mr. Farmer's chesnut mare Charmer, Mr. Field's grey horse Northumberland, Mr. Greyson's Archer, and Sir C. Turner's Confederacy.

Chester meeting, May, 1795, he won, at four heats, a plate for five year olds, 8st 4lbs. six year olds 9st. and aged 9st 4 lb. four mile heats, beating Mr. Robertson's Tickle Toby, aged, and Lord Derby's Kidney.

Dumfries meeting, October, 1796, he won at two heats his Majesty's one hundred guineas free for any horse, carrying 12st four mile heats, beating Mr. Baker's Screvaton.

WM. GERARD.

To the Electors of the Division comprehending the Counties of Bladen, Brunswick, Duplin, New-Hanover, Sampson and Onslow,

FELLOW CITIZENS,

AS an Election will take Place in August next, for a Person to represent you in the Congress of the United States, I thus publicly offer myself as a Candidate for that important Trust.

The Part I acted during the Revolutionary War, my Political Opinions during that important Period, and since the Establishment of our Independence, also my Sentiments for the six Years I had the Honor to represent you in Congress, are well known: I therefore deem it unnecessary to amuse you with Opinions respecting the Origin or Motives of Parties, nor Professions of exclusive Attachment to the Constitution or Interests of this Nation.

My Conduct shall continue uniform, and my Zeal unremitting for a genuine and rational Republican Government as guaranteed by our National Compact—the Constitution, shall be my Guide in all Political Concerns—the Peace, Liberty and Happiness of the United States my sole Object.

Notwithstanding the Calumny of a few Individuals, I am fully confident that the present Administration of the Government of the United States, is pure, economical and just, and calculated to secure the Rights, Liberties and true Interest of the People.

Should I be honored with a Majority of your Suffrages, my Time and Talents shall be invariably employed for the Interests of my Constituents, and for the Union generally.

With the highest Respect

I have the Honour to be,

Your most obedient Servant,

JAMES GILLESPIE.