

THE SUPREME COURT.

OPINIONS HANDED DOWN IN A NUMBER OF CASES YESTERDAY.

MILLER VS. BLACK ROCK SPRINGS CO.

Important Case from Augusta County—Case Against the Norfolk & Western Also Decided—Case vs. Southwestern State Hospital—The Old Case of Alsop vs. Mosby & Co. Decided.

The Supreme Court of Appeals handed down opinions in the following cases yesterday:

Judge James Keith, P., Norfolk and Western Railway Company vs. Cromer's Administrator, Circuit Court of Roanoke city. Reversed.

Lane vs. Massie, Circuit Court of Berkeley county. Reversed. Western State Hospital vs. Cromer's Heirs, Circuit Court of Augusta county. Judge R. H. Cardwell.

Miller vs. Black Rock Springs Company, Circuit Court of Augusta county. Reversed. Lindsey et al. vs. Eckels et al., Corporation Court, city of Bristol. Affirmed.

Judge John A. Buchanan: Cattell vs. Alsop, Mosby & Co., Circuit Court of Augusta county. Reversed. Nelson vs. Britt, Circuit Court of Augusta county. Reversed.

Chesapeake and Western Railroad Company vs. Washington Railway Company, Circuit Court of Rockingham county. Reversed.

Judge George M. Harrison: Lowman vs. Crawford, Trustee, Circuit Court of Augusta county. Affirmed. Skisley vs. Pitman's Administrator, Circuit Court of Shenandoah county. Affirmed.

Judge S. G. Whittle: Glem vs. Augusta Perpetual Building and Loan Investment Company, Circuit Court of Augusta county. Affirmed. City of Winchester vs. Carter, Circuit Court of Frederick county. Reversed.

An Augusta Case. Miller vs. Black Rock Springs Improvement Company. Opinion by Judge Harrison. Appeal from the Circuit Court of Augusta county.

The bill in this case, filed in the Circuit Court of Augusta county, alleges that the appellee, a corporation, and the appellant, are the owners of two adjoining tracts of land lying on the slope of the Blue Ridge, near the dividing line of Rockingham and Augusta counties, the property of each being a summer resort or watering place. A question arose between the parties as to the ownership of the springs, the smaller one, a mineral spring, situated near the dividing line between the two properties. The lower court decided that the springs were the property of the appellee, and the appellant was restrained in 1900 from tapping the springs from the smaller one. The allegation is made that it was attempted to tap the springs by a ditch along close to the line between the two properties, the digging being done in the county of Augusta. It is claimed that the appellant carried down to his own property, and carried down to his own property, so much so that the spring has almost entirely ceased to flow. The claim was made that this was an invasion of the rights of the owner of the two springs. The prayer of the bill is to restrain the appellant from digging on his own land so as to strike the source of the springs which rises on appellee's land, or from in any way interfering with the flow of the springs or appellee's use of the water, either above or below the surface.

The answer of the defendant to the bill admits the digging, but claims it was started with a view of putting in a pair of springs, but after going on a few days struck water, and intended to open up a spring. When the good prospect for water was discovered he opened it, but with no intention of cutting off the source of appellee's springs, but only intended to add to the value of his own property. The charge of contention in the proceeding was whether or not the company had the right to dig upon its own property and stop the flow of water on the premises of appellee's bill.

A Railway Case. Norfolk and Western Railway Company vs. Cromer's Administrator. From the Circuit Court of Pulaski county.

On January 8, 1900, the west-bound passenger train approached Pulaski and about 8:15 P. M., about one and thirty minutes late, and within the station limits came in collision with some freight cars standing on the main track, and Cromer, the fireman on the passenger train, was killed. His administrator's contention was that the "derailing switch," which had been removed at the point where the wreck occurred, had it been in use, would probably have averted the collision. This case was remanded to the circuit court for a new trial.

A Hospital Case. Judge Keith handed down the opinion of the court in the case of the Western

THE OLD WAYS

of Treating Stomach Trouble and Indigestion, a Barbarous and Useless One.

We say the old way, but really it is the common and usual one at present time, and many dyspeptics and physicians, as well as consider the first step in treating to cure indigestion is to diet, either by selecting certain food and rejecting others, or to greatly diminish the quantity of food usually consumed.

In other words, the starvation plan is by many supposed to be the first essential in the cure of weak digestion.

The almost certain failure of the starvation cure for stomach trouble has been proven time and again, but still the usual method is to diet.

What is needed is abundant nutrition, not less, and this means plenty of good, wholesome, well-cooked food, and some natural digestive to assist the weak stomach to digest it.

It is exactly the purpose for which Stuart's Dyspepsia Tablets are adapted, and this is the way they cure the worst cases of stomach trouble.

The patient eats plenty of wholesome food, and Stuart's Dyspepsia Tablets digest it for him.

And this is in accordance with nature and common sense, because in this way the whole system is nourished and the overworked stomach rested, because the stomach will digest the food, whether the Stuart's Dyspepsia Tablets will digest 1,800 grains of meats, eggs, and similar food.

Any druggist will tell you that Stuart's Dyspepsia Tablets is a remedy of extraordinary value, and probably the purest and safest remedy for stomach troubles.

No person suffering from poor digestion and lack of appetite can fail to be immediately and permanently benefited if they would make it a practice to take one or two of Stuart's Dyspepsia Tablets after each meal.

State Hospital against Michael Colner's heirs, etc. Michael Colner, who died in Augusta county many years ago, left among other heirs a son, Samuel L. Colner, who, with a lunatic, died in the asylum at Staunton. In his will there was a codicil in the following words: "Don't let Samuel L. Colner suffer." The Circuit Court of Augusta county was asked to construe the will, and the appeal was from the decision of that tribunal. The Circuit Court decided that Samuel Colner was entitled to support and maintenance out of the estate of the testator. The sum of \$6,000 was set apart to be applied to his support as long as he might live, and at his death the principal to be distributed among the residuary legatees. The case was in the courts, or before a commissioner thereof for several years. It appears that all of the sum of \$6,000, save \$842.46, was paid over to the support of Samuel Colner. The insane man died in 1899, and the balance due the hospital is sued for; that is, the Circuit Court of Augusta was asked to reinstate the case upon its docket and direct a commissioner to take an account of the fund of \$6,000.

The Appellate Court affirmed the decree of the lower tribunal in which it was held that the interest set apart for the support of Samuel Colner had been wholly exhausted.

An Old Suit Decided. The case of Alsop, Mosby & Co. vs. Cattell, came up from the Circuit Court of Augusta county. The balance due the creditors in bankruptcy of that firm, Cattell & Jenkins made an assignment to set it aside as fraudulent. The Court of Appeals held that no fraud had been committed, but did not pass on the rights of the creditors. Another suit was entered, and this was the time it has come to the Supreme Court.

Mrs. Coleman, the mother of Cattell, bought out Cattell & Jenkins, agreeing that they should run the business and pay her, then the other creditors should give up their claims. The Court of Appeals held that no fraud had been committed, but did not pass on the rights of the creditors. Another suit was entered, and this was the time it has come to the Supreme Court.

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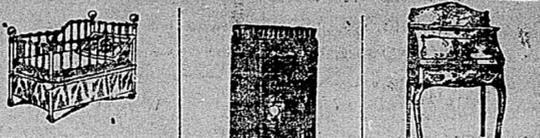
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Good Service to the Very End.



Whit or Green Enameled Beds, with spring and mattress complete, \$9.45. Smyrna Rugs, \$4.95. Poished Desk with drawer, same value elsewhere for \$8.00. \$9.50. "Ours" is the finest assortment in the city. \$2.98 for Beds that sell at \$5.50 for Beds that sell at \$9.50 for Beds that sell at \$16.00 that sell at \$16. Large 5-hole Cooling Ranges, all guaranteed perfect and nickel-trimmed; these are \$12.00 Ranges. Special \$9.95. "Magic Air-Tight Wood Heaters, \$1.49 up. Ranges, Self-Feeders and all kinds of Heating Stoves has come to the bottom prices on easy terms. \$6.50. Warranted not to pack. Perfect workmanship. Actually worth \$11.00.

Our Stock includes all the requisites in Home-Furnishing—Stoves, Mattresses, Pillows, Bolsters, Blankets, Comforts, Window Shades, Lace Curtains, Framed Pictures and Mirrors, Clocks, etc., etc.

Pay If You Will Or Charge the Bill.

Hopkins Furniture Co., 7 and 9 W. Broad St. (at 15-Sun, Tu, & F 3m)

THE SMITH PREMIER OCCUPIES AN IMPERISHABLE POSITION IN THE BUSINESS WORLD. Unquestioned superior merit annually adds thousands of names to the long list of Smith Premier users, representing every line of trade and every profession. It is held in lasting regard at home and abroad. ILLUSTRATED CATALOGUE FREE. The Smith Premier Typewriter Co. No. 519 Eleventh St., N. W., Washington, D. C. Richmond Branch Office, 803 E. Main St. (at 25-Fri, Sun, & Tu, -30.)

Special Dinner Sets for the Thanksgiving dinner or for every-day use, \$7 to \$150. Splendid quality, superb finish, beautiful decorations. This is an exceptional opportunity to outfit your China Closet at small expense. Come soon for best choice. E. B. TAYLOR CO., 1011 EAST MAIN STREET or EAST BROAD STR., E.T. no 3-Sun, Tu & F

Thanksgiving Tableware. No matter how complete your silverware may be, there is always a place needed for Thanksgiving to make the table more beautiful, the meal more gratifying! While we will be glad to furnish you a complete set of silver, we will be fully as pleased to supply even some minor artistic creations which we have. All at prices that claim attention. C. Lumsden & Son, Manufacturing Jewellers and Opticians, 731 E. Main Street. (no 17-Sun, Tu & F)

STOVES. The "Peninsular" line of Self-Feeding Base-Burners are the best heaters, handsomest finished, and most durable material, and the low prices for such high-grade goods will surprise you. Our line of Wood-Heating Stoves is the largest and most complete in the city, forty styles and sizes, from the cheapest to the handsomest finished, ranging in price from \$1.50 to \$15. Save money and worry, and buy your stoves from practical stove men. N. KLEIN & SON, 620 East Broad Street. (at 30-W, F & Sun)

FINEST STOCK EVER SHOWN AT PRICES TO SUIT ALL. Double Guns, Repeating Guns, Single Guns and Rifles, Hunting Clothes, Ammunition. T. W. TIGNOR'S SONS, Richmond, Va. (at 16-Sun, W & Fri-3m)

RAILROAD LINE. N. & W. Northern & Western Ry. Co. Schedule in Effect June 16, 1901. LEAVE RICHMOND (DAILY), BYRD-STREET STATION. 9:00 A. M. NORFOLK LIMITED. Arrives Norfolk 11:30 A. M. Stops only at Petersburg, Waverly, and Suffolk. 9:05 A. M. THE CHICAGO EXPRESS. Arrives Lynchburg, Roanoke, Columbus, and Chicago. Buffet Parlor car, sleeping to Columbus. Pullman Sleeper, Roanoke to Knoxville. 9:15 P. M. Ocean Shore Limited. Arrives Norfolk 5:30 P. M. Stops only at Petersburg, Waverly, and Suffolk. 9:20 P. M. Connects at Norfolk with steamer to New Orleans and Providence, New York, Baltimore, and Washington. 9:57 P. M. For Suffolk, Norfolk, and intermediate station. Arrives at Norfolk at 10:30 P. M. 9:10 P. M. For Lynchburg and Roanoke. Connects at Lynchburg with Washington and Chesapeake Limited. Pullman Sleepers Lynchburg to Memphis and New Orleans. Buffet Parlor, Observation Point, Radford to Atlanta, Ala. Pullman Sleeper between Richmond and Lynchburg. Berths reserved for occupancy at 8:30 P. M. Also, Pullman Sleeper Petersburg and Roanoke. Trains arrive Richmond from Lynchburg and the West daily at 10:30 P. M. and 11:10 A. M., 11:42 A. M., and 6:30 P. M. Office, 833 Main Street. JOHN E. WAGNER, City Passenger Agent. W. B. CHEVIL, Agent. H. BOSLEY, District Passenger Agent. General Passenger Agent. General Office: Roanoke, Va. 10 29

OLD DOMINION STEAMSHIP COMPANY. DAILY LINE. For New York, the North, and East. PASSENGERS can leave daily, except Sunday, by Chesapeake and Ohio railway at 9 A. M. by Norfolk, Old Point Comfort and Norfolk, connecting with Chesapeake and Ohio, Norfolk and Western trains for Richmond, Norfolk and Western trains for Norfolk. FREIGHT received and forwarded daily except Sunday. Tickets on sale at company's office, 1212 east Main Street, Richmond Transfer Company's, 501 east Main Street, Murphy Hotel, Chesapeake and Ohio, Richmond and Petersburg depots, Richmond. Baggage checked through to all ports. For further information apply to JOHN F. MAXER, Agent, 1212 East Main Street, Richmond, Va. General Offices: 81 Beach Street, corner West Street, New York, N. Y. H. B. WALKER, J. J. BROWN, Traffic Manager. Gen'l. Pass. Agent.

MERCHANTS' AND MINERS' TRANSPORTATION COMPANY'S Steamship Lines. Direct Route to BOSTON, MAINE, AND PROVIDENCE, N. H. Steamers leave Norfolk for Boston MONDAY, WEDNESDAY, FRIDAY and SUNDAY. For PROVIDENCE TUESDAY, THURSDAY, and SATURDAY 6 P. M. Accommodations and cuisine unsurpassed. Passengers and freight taken for all New England ports. Tickets on sale at C. and O. and N. W. Railway offices and 88 east Main Street. R. H. WRIGHT, Agent. 10 11

IRGINIA NAVIGATION CO. JAMES RIVE R DAY LINE. Steamer Pocahontas leaves every MONDAY, WEDNESDAY, FRIDAY, and SUNDAY. For Norfolk, Portsmouth, Old Point, Newport News, Clarendon, and James-River and other stations. Also, Baltimore and Norfolk for Washington, Baltimore, and the North. State-rooms reserved for the night at moderate prices. Electric-cars direct to the wharf. Fare only \$1.50 and F. to Norfolk. Music by Grand Orchestra. Freight received for above-named places and all points in Eastern Virginia and North Carolina. IRVIN WEISBERG, General Manager. E. A. Barber, Jr., Secretary. 10 11

DOMINION LINE. To EUROPE. With Safety and Speed. Average voyage less than 7 days. BOSTON, TO QUEBEC AND LIVERPOOL. Take one of the Palatial New Twin Screw Steamers of the DOMINION LINE. NEW ENGLAND, 11,000 tons. Dec. 4th. 3:30 P. M. Saloon passage \$50 and up. 2d. cabin \$20 and up. Lowest rates. For passage, plans, and illustrated folder apply at company's office, 77 State St., Boston, Mass. (at 30-Su, W & F-6m)

ROBERT LEE TRAYLOR INSURANCE, BAY LINE TO BALTIMORE Via C. & O. Railway and Old Point. U. S. MAIL ROUTE. Leave Richmond via Chesapeake and Old Point daily, except Sunday, at 4:45 P. M., connecting at Old Point with the superb steamers of the Bay Line; leaving Old Point for Baltimore at 6:30 A. M. in time to make connection with all trains North, East and West. Superior rail ride and all night on one of the finest steamers in southern waters. For tickets and general information apply at general office, 833 East Main Street, Ohio Railway, Richmond Transfer Company, and 88 east Main Street. OLD PAPERS FOR SALE. 10c. PER HUNDRED at the DISPATCH OFFICE.

SOUTHERN RAILWAY. Schedule in Effect June 16, 1901. TRAINS LEAVE RICHMOND, VA. 9:30 A. M. No. 15 daily for Durham, N. C., and all stations between Durham and Raleigh, including Durham, Raleigh, Farmville and Lynchburg; at Jerra for Buffalo, Lathrop, and all stations between Jerra and Norfolk Division; at Danville; at Oxford for Henderson; at Durham for Raleigh, Goldsboro, and all North Carolina points. 12:01 P. M. No. 7, solid train daily for Charlotte, N. C. Connects at Roseley with Farmville and Powhatan; at Greensboro for Salisbury; at Greensboro for Greensboro; at Danville with No. 33. United States fast mail, solid train, daily for New Orleans and points South, which carries sleepers to New Orleans and Jacksonville, connecting with the Nassau and Savannah drawing-room sleeper Richmond to Atlanta and Birmingham. Through Point, with sleeper, Salisbury to Memphis. 11:30 P. M. No. 11, Southern Express, Jacksonville, and points South. Sleeper for Danville, Greensboro, Sunnyside, and points South. Arrives Richmond 9:30 P. M. Connection with New York and Florida Express and Savannah, Jacksonville, Tampa, and all intermediate stations. Complete dining-car service. Also, Pullman Buffet Parlor, Memphis to Jacksonville and Fridays Washington to San Francisco, without change, with connection for all points to Mexico, Mexico, and California. 6:00 P. M. No. 27, local daily, except Sunday, for Alexandria, with intermediate points. TRAINS ARRIVE RICHMOND. 6:00 P. M. From Atlanta, Augusta, Asheville, and all points South. 8:10 A. M. From Keyville and local stations. 8:12 P. M. From Durham, Oxford, and intermediate stations. LOCAL NIGHT TRAINS. Nos. 61 and 62, between Manchester and Newport's.

YORK-RIVER LINE, VIA WEST POINT. THE FAVORITE ROUTE SOUTH. LEAVE RICHMOND. 4:30 P. M. No. 15, Baltimore Limited, daily, except Sundays, connecting with the Chesapeake and Ohio Railway at Baltimore and York-river landings. Stops only at stations between York and West Point. 2:30 P. M. No. 10, daily except Sundays, local express for West Point and intermediate stations. Connects with stage at Lester Manor for Walkerton and Tappahannock. 5:00 P. M. No. 14, local, daily, except Sunday, for West Point and intermediate stations, connecting with stage for Walkerton and Tappahannock. TRAINS ARRIVE RICHMOND. 9:15 A. M. daily, from West Point, with connection from Baltimore, except Monday. 10:45 P. M. daily, except Sundays and Mondays. 6:15 P. M. daily, except Sundays, from West Point and intermediate stations. Steamers leave West Point daily, except Sundays, 5:50 P. M., arriving Baltimore 8:30 A. M. Call at Alexandria, Saturdays and Yorktown, Tuesdays, Thursdays, and Saturdays; Clay Bank and Point Comfort, Sundays, Wednesdays, and Fridays. C. W. WESTBURG, District Agent, 520 east Main Street, Richmond, Va. S. H. HARRIS, General Passenger Agent. F. S. GANNON, General Manager. Third Vice-President and Gen. Manager, Washington, D. C. 10 13

RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD. SCHEDULE IN EFFECT NOV. 1, 1901. LEAVE BYRD-STREET STATION. 8:30 A. M. Daily, for Washington and points North. Stops at Milford and Fredericksburg, and stations to Washington and New York. 8:20 A. M., Sunday only, for Washington and points North. Stops at Elba, Doswell, Ashland, and local stations. Ashland to Quantico inclusive. Buffet Parlor Car. 8:50 A. M. Daily, except Sunday, for Washington and points North. Stops at Elba, Glen Allen, and local stations. Ashland to Quantico inclusive. Buffet Parlor Car. 12:00 P. M. Daily, except Sunday, for Washington and points North. Stops at Elba, Glen Allen, Ashland, Doswell, Milford, and Fredericksburg. Buffet Parlor Car. Connects with Constitutional Limited at Washington. 7:42 P. M. Daily, for Washington and points North. Stops at Elba, Glen Allen, Ashland, Doswell, Milford, Fredericksburg, Brooke, Videwater, and local stations. Ashland to Quantico inclusive. Buffet Parlor Car. 8:40 P. M. Daily, except Sunday, for Washington and points North. Stops at Elba, Glen Allen, Ashland, Doswell, Milford, and Fredericksburg. Buffet Parlor Car. Connects with Constitutional Limited at Washington. ARRIVE BYRD-STREET STATION. 8:10 A. M. Daily. Stops at Widewater, Brooke, Fredericksburg, Milford, and local stations. Ashland to Quantico inclusive. Buffet Parlor Car. 12:54 P. M. Daily, except Sunday. Stops at local stations, Quantico to Ashland inclusive. Glen Allen, and Elba. Buffet Parlor Car. 2:42 P. M. Daily, except Sunday, for Fredericksburg, Doswell, Ashland, and Elba. Buffet Parlor Car. 6:37 P. M. Daily, Stops at Fredericksburg, Doswell, Ashland, and Elba. Pullman Cars from New York and Washington. 8:40 P. M. Daily. Stops at local stations, Quantico to Ashland inclusive. Glen Allen, and Elba. Buffet Parlor Car. A. C. ACCOMMODATION TRAINS. (Daily, except Sunday). 7:15 A. M. Leaves ELBA for Ashland. 4:00 P. M. Leaves BYRD-STREET STATION for Fredericksburg. 6:30 P. M. Leaves ELBA for Ashland. 6:40 P. M. Arrives ELBA from Ashland. 8:25 A. M. Arrives BYRD-STREET STATION from Fredericksburg. 5:52 P. M. Arrives ELBA from Ashland. S. A. L. THROUGH TRAINS, via S. A. L. JUNCTION AND R. F. P. R. Connects at New York with New York and New York. LEAVE S. A. L. BROAD-STREET STATION. 6:40 A. M. Daily, for Washington and points North. Stops at Fredericksburg, Brooke, Videwater, and local stations. Ashland to Quantico inclusive. Buffet Parlor Car. 3:35 P. M. Daily, for Washington and points North. Stops at Doswell and Fredericksburg. Sleeper to New York. ARRIVE S. A. L. BROAD-STREET STATION. 2:35 P. M. Daily. Stops at Fredericksburg, Doswell, and Ashland. Sleeper from New York. 10:30 P. M. Daily. Stops at Fredericksburg, Doswell, and Ashland. Sleeper from New York. W. T. TAYLOR, Traffic Manager. W. D. DUKE, E. T. D. MYERS, General Manager. President. 10 11

OHIO RAILWAY. LEAVE BROAD-STREET STATION, EAST-BOUND. 9:00 A. M. Daily. Local to Norfolk, Old Point, etc. Connects at Norfolk with Old Dominion steamer, except Sunday. 3:45 P. M. Daily. Local to Norfolk, Pullman to Old Point. 4:45 P. M. Daily. Local to Norfolk, "Atlantic Limited" to Norfolk, Old Point