

THE NEWS OF NORFOLK ON PAGES 2, 3, 5, 6 & 11.

The Most Refreshing Morning Laxative

The one palatable, reliable remedy for indigestion, sick headache and constipation. Acting gently on all the excretory organs, it expels waste matters, removes gouty and Rheumatic poisons from the blood and keeps the stomach and bowels clean and healthy. 50c. and \$1.00, at druggists.



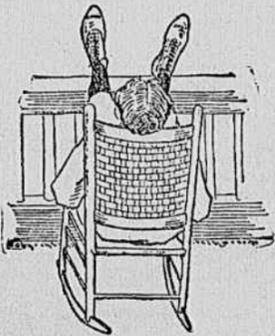
Buy Your Gift On Credit!

- Sideboards, China Closets, Extension Tables, Hall Stand, Book Cases, Chiffonies, Dressing Tables, Parlor Cabinets, Music Stand, Fancy Tables, Chamber Suits, Parlor Suits, Odd Parlor Chairs, Morris Chairs, Fancy Rockers, Parlor Lamps, Couches, Pictures, Ladies' Desks, Carpets, Art Squares, Rugs, etc.

These are the kind of presents that are durable, beautiful and always acceptable. You are welcome to a choice from our big stock on easy weekly or monthly payments.

LOUGHRAN'S

319 and 321 Church St.



Removal Sale!

High Grade Footwear At Cut Prices.

\$3.00 Shoes at \$2.00; \$3.50 Shoes at \$3.00; \$5.00 Shoes at \$4.50. The entire stock at a reduction in price to avoid moving it.

Above Prices Strictly Cash.

J. F. Small, 302 MAIN STREET.

Successor to Doyle & Small. de2-1m

COURT DECISIONS.

Notes of Cases Recently Decided, Which are of Interest to Our People.

DIGESTED BY W. B. MARTIN. (Exclusively for Virginian-Pilot.)

HURST V. LECKIE.

Supreme Court of Appeals of Virginia, November 16, 1899.

AN ASSIGNMENT FOR BENEFIT OF CREDITORS IS VOID IF ANY BENEFIT IS RESERVED TO THE GRANTOR.

SUCH DEED IS NOT VOID BECAUSE IT GIVES THE TRUSTEE POWER TO CONTINUE BUSINESS FOR A LIMITED TIME, OR TO PURCHASE FOR CASH GOODS NECESSARY, OR BECAUSE IT REQUIRED A RELEASE FROM THE CREDITORS, OR BECAUSE THE TRUSTEE EMPLOYED GRANTER AS A SALESMAN, OR BECAUSE GRANTER FAILED TO DELIVER TO THE TRUSTEE SOME OF THE PROPERTY CONVEYED. A CERTIFICATE OF ACKNOWLEDGEMENT OF A DEED MADE BY 'A COMMISSIONER IN CHANCERY OF THE CITY OF BUENA VISTA' IS GOOD, THERE BEING BUT ONE COURT IN SAID CITY.

THE OFFICIAL CHARACTER OF AN OFFICER TAKING SUCH ACKNOWLEDGEMENT MUST APPEAR ON THE CERTIFICATE, AND CANNOT BE SHOWN BY PAROL.

The question involved in this case was the validity of a deed of assignment made by Leckie to White, trustee, to secure his creditors. The deed authorized the trustee if he thought best to continue the business for a year and to buy such goods for cash as might be necessary; it also authorized him, if, at the end of the year, he thought it best for the creditors and a majority of them did not object to continue the business for another year, otherwise to sell at auction. The trustee employed the grantor as a salesman. The lower court held the deed valid and plaintiff appealed.

The court says: It is beyond question that to reserve any benefit to the grantor himself, or to introduce limitations and contingencies such as will give him control over the property or its proceeds, so as to enable him, in effect, to defeat the conveyance; or to reserve the power to revoke it; or to stipulate for the maintenance of the grantor or his family, or for his employment at a fixed salary, will render the deed fraudulent.

It is not perceived that the deed contains any reservation whatever for the benefit of the grantor. No interest or right in or to the property, or possession or control over its proceeds, is reserved to him.

Nor does the law condemn as vicious and illegal the provision of the deed giving the trustee the discretionary power to run and operate the business for a year, if he deem it wise to do so, having in view the interest of the creditors. It is not mandatory and does not oblige him to carry it on for a single day. Nor is the deed rendered fraudulent by the further provision empowering the trustee to make such purchases of additional stock for cash from the proceeds of his operation of the business and will aid in keeping up the stock to a better and more profitable advantage. Nor does the further fact that the trustee employed the debtor as his chief salesman to dispose of the stock of merchandise do so.

It is settled law that where a debtor stipulates in his deed of assignment for a release from his debts by his creditors, he must convey his whole estate. In the case under consideration the debtor conveyed his entire estate. By the express terms of his deed, he conveyed everything and omitted nothing, except what is allowed to poor debtors and exempted by law from subjection to the payment of debts. A deed of this character, although it stipulates for a release of the debtor by his creditors, under numerous decisions of this court, is entirely valid.

If the debtor failed to turn over or deliver up to the trustee any property of any kind that would invalidate the deed of assignment. The title to all the property was absolutely vested in the trustee by the conveyance, and he might recover from the debtor or other person any that might be withheld from him.

A still further objection was made to the deed, that the certificate of acknowledgement does not show that the deed was duly acknowledged for admission to record.

The acknowledgement must be ac-

COULD TRY THEM ALL.

A Drug Clerk's Experience.

The following letter from Mr. H. B. Stark, 1622 Pine St., Scranton, Pa., explains itself and will be of interest to thousands who have suffered the tortures of that common trouble, hemorrhoids or piles.

Mr. Stark says: "I feel it my duty to write an unsolicited testimonial regarding the Pyramid Pile Cure. Since a boy I have suffered with agony from piles. I have tried all available remedies, consulted many physicians, but without help or even relief. I have been employed as a drug clerk for the past fifteen years, consequently have been in a position where I could try all of the new and old remedies for piles, but as before stated to no avail. About six weeks ago I was again suffering from my old trouble and as an experiment tried the Pyramid Pile Cure and let me say that it gave instant relief and I am now wholly cured. I am sure also that the cure is permanent. I shall always recommend the Pyramid to anyone suffering from any form of piles and shall do what I can to advance the sale of so excellent a remedy." Signed, H. B. Stark.

The Pyramid Pile Cure is the most popular and widely known of any remedy ever offered for piles.

All druggists sell the Pyramid Pile Cure at 50 cents for full sized packages.

ording to the prescribed form, and the certificate thereof, in that form or to that effect, be written upon or annexed to the deed to authorize its admission to record. It must contain all the requisites of such form, and no omission can be supplied by parol evidence.

The certificate to the deed in question certifies in the body thereof that the acknowledgement was made before a commissioner in chancery and it is also subscribed by him as such officer. This description of his official character implies ex vi termine that he was a commissioner in chancery of a court of record. The said certificate also defines the territorial jurisdiction of the officer to be "the City of Buena Vista," and shows necessarily that he was a commissioner in chancery of the Corporation Court of the City of Buena Vista. There was not up to that time a Circuit Court for that city. Affirmed.

W. U. TEL. CO. V. PRITCHETT. Supreme Court of Georgia, July 25, 1899.

A WRITTEN COMMUNICATION WHICH IN EFFECT "BLACK- LISTED" A PERSON THEREIN REFERRED TO AS A "DELINQUENT" DEBTOR OF THE WRITER, WHEN IN FACT HE OWED HIM NOTHING, IS NOT A PRIVILEGED COMMUNICATION IN AN ACTION FOR LIBEL.

This was an action for libel against the Western Union Telegraph Company. There was a judgment for plaintiff and defendant appealed.

The Court says: Unquestionably, the communication of which the plaintiff below made complaint gave rise to a cause of action, if, as charged, the same was not in point of fact true, and was falsely and maliciously made. "The blacklist" a parol writing, and thus, a publication, and concerning him that he is a delinquent debtor, when in fact he owes nothing, tends to injure his reputation, render him odious, and expose him to public contempt. Such a publication does not come within any of the definitions of "privileged communications" given in section 3540 of the Civil Code. As was pertinently said in Johnson v. Bradstreet Co.: "A contract to pry into and give information concerning the business of another does not create such a public or private duty, legal or moral, as would make a false communication, injurious to another, privileged." In the present instance, it appeared that the communication in question was made in pursuance of a private arrangement between the defendant and another telegraph company, in which the parties were engaged, whereby each furnished to the other information concerning the standing and credit of all persons who were deemed by it to be of questionable responsibility in business transactions. Counsel for the company, upon the argument before us, sought to draw a distinction between the present case and those above cited, on the idea that there was a vast difference between conducting for pecuniary profit, what is commonly known as a "mercantile agency," and merely entering into such a private arrangement as that above detailed, with bona fide intentions of merely making a mutual exchange of reliable and valuable information, necessary to an intelligent and profitable prosecution of the business in which the parties were engaged. Doubtless, such an arrangement may be eminently proper, if its practical operations be not to injuriously affect third persons not parties thereto; but, as the only ground upon which any one could logically base a right to enter into an arrangement of this sort would be his constitutional privilege of free speech, the important qualification expressly made by our fundamental law, to the effect that every one assuming to exercise such privilege shall be "responsible for the abuse of that liberty," certainly should not be overlooked. In a word, while one undoubtedly has a right to impart to another information for which the latter applies with a view to using the same for a legitimate purpose, yet communications made under such circumstances are in no proper sense privileged, for the simple though abundant reason that no sound argument can be advanced why they should be so considered. It is to be noted, in this connection, that in White's case, supra, it appeared that the defendants "were members of a certain merchants' association," and were not engaged in conducting a mercantile agency. So the point now raised has practically been heretofore definitely settled by this Court. Obviously, in making the communication now under consideration, the defendant company was prompted by the expectation of gain, in that it would in return receive like information from the Postal Company. It was not essential to the protection or preservation of any right connected with any matter in which either company had an interest that they should enter into a mutual agreement of the character above outlined. Since in the part of either could not have in any way whatsoever affected it to its prejudice. Neither was compelled to speak in order to protect its interest in a matter wherein it was ever remotely concerned. Accordingly, the communication complained of cannot properly be said to be merely one of those "statements made with the bona fide intent on the part of the speaker to protect his own interest in a matter where it is concerned," which paragraph 3 of section 3840 of our Civil Code declares shall be deemed privileged.

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Verdict For Plaintiff Qualified as Guardian - Marriage License Issued - Property Transfers Admitted to Record - Police Court.

A WILL CONTESTED

Receiver for Estate of the Late Captain Rumrill Appointed.

Verdict For Plaintiff Qualified as Guardian - Marriage License Issued - Property Transfers Admitted to Record - Police Court.

Judge Martin, of the Court of Law and Chancery, yesterday granted an injunction restraining the executors of the estate of the late Captain Joseph E. Rumrill from acting in that capacity under the will of the deceased, and an order was issued appointing W. W. Starke receiver to take charge of the estate until further orders of the court. The injunction was prayed for by A. P. Thom and P. J. Morris, counsel for Ella Miars, suing on behalf of Earle Wayne Rumrill, the 2-year-old son of Captain Rumrill. The will, which was admitted to probate a few days ago, is attacked, the plaintiff alleging that the testator was not of sound mind and testamentary capacity when he made this will, and, further, that he was completely under the domination, and was unduly influenced by the beneficiaries named therein.

Mrs. Ella Miars is the divorced wife of Captain Rumrill, and the mother of the infant, Earle Wayne Rumrill, the plaintiff.

VERDICT FOR PLAINTIFF.

In the case of Frederick Aunsbaugh vs. the Citizen's Bank, a suit for \$1,000 damages, the jury yesterday returned a verdict for the plaintiff in the sum of \$75. Messrs. George Pilcher and R. W. Shultice appeared for the plaintiff and Mr. R. D. Doyle for the defendant.

A QUALIFICATION.

In the Corporation Court yesterday Frank E. Nash qualified as guardian of Margaret A. Nash, daughter of the late Dr. Leroy T. Nash. He gave bond in the sum of \$4,000, with the American Bonding and Trust Company as surety.

MARRIAGE LICENSES.

Marriage licenses were issued yesterday at the Clerk's office to the following parties:

Richard Jeter Jones and Elizabeth Kendall Lee.

William Williams Robertson and Margaret Grace Blamire.

PROPERTY TRANSFERS.

Deeds were recorded yesterday making the following property transfers: John D. Smith et ux. to Frank Dusch, lot on Cumberland street, south of Freemason street, numbered 98; \$5,000.

Richard B. Tunstall and Thomas H. Wilcox, special commissioners, to Virginia Mabon, lot at corner of Queen and Granby streets; \$4,000.

L. W. Taylor and Richard Walker, executors, to Mary F. Johnson, lot on James street, near Wilson's avenue; \$600.

Elizabeth Jane Knight to Lillie H. Pinner, lot No. 126 on Liberty street; \$675.

Charles Sharp and T. S. Garnett to the Norfolk Terminal and Transportation Company, a strip of land lying along the eastern side of the Duke street canal in exchange for two triangular lots on the north side of Tazewell street extended.

POLICE COURT MELANGE.

Thomas Withers, colored, was given ninety long days in jail for threatening to shoot his sweetheart, and several other negro men who have been paying attention to her.

Thad Venerable, a truckman, was fined \$6 for using threatening language towards a mail carrier, who moved Venerable's horse from the sidewalk near Roanoke dock yesterday morning.

Louise Crowder, colored, paid \$50 for drunkenness, disorderly conduct and assault.

George Stokes, colored, who attempted a few days ago to stab Emma Jackson with a dirk, was fined \$10 and costs.

H. W. White, colored, was sent to jail for ten days on the charge of stealing \$4 from Mrs. Della Beaman.

Eva Booth, colored, was committed to jail for five days on the charge of stealing.

UNITED STATES COURT NEWS.

The United States Court will next convene in Norfolk the 19th instant, and will probably be in session several days. Admiralty cases will be called.

The Alexandria term of United States Court will convene the first Monday in January. Several interesting cases are expected to come up.

United States Deputy Marshal J. E. West returned last night from a trip to the Rappahannock river, where he had been on official business.

United States District Attorney Edgar Allan is expected here to-morrow.

A Beautiful Exhibit.

The Gale Jewelry Company put on exhibition last evening a fine model of the new American Liner "Edison," in burnished copper and brass, the model being three feet nine inches over all in length by one foot three inches beam, and of a total height, hull and spars, of three feet six inches. It is bankentline rigged, three stacks, saloon and flying deck and single screw. The rigging is of copper wire, the rails and upper works of brass, and the whole vessel brilliantly lighted by electricity. It attracts much attention.

A Good Deal.

Mr. James D. Darden, of Southampton county, purchased in the month of March, through Mr. W. M. Hannah, of White & Co., real estate agents and auctioneers, 31 Bank street, the Lawler & Holmes stable property on Cove street (although advised not to do so by other parties) for \$3,500, and the property was sold recently to the Norfolk Railway and Light Company for \$15,000. Mr. Darden considers the purchase and sale an indication of the good judgment of Mr. Hannah. See advertisement in another column.

DR. BULL'S COUGH SYRUP. Cures a Cough or Cold at Once. Conquers Croup without Fail. Is the best for Bronchitis, Croup, Hoarseness, Whooping Cough, and all other Coughs. It is the best for the cure of Consumption. Mothers and Doctors prescribe it. Small doses; quick, sure results. FOR ALL LUNG TROUBLE.

EARTH TO EARTH.

MR. W. I. SMITH. The obsequies of Mr. W. I. Smith, son of Mrs. Tabitha M. Blasingham, who departed this life Monday, were held from the home of his mother, corner of Kelly avenue and Henry street, Brambleton Ward, at 10 o'clock yesterday morning. Rev. John H. Dickenson, of Emmanuel P. E. Chapel, conducted the services, and the interment was in Elmwood Cemetery. Following were the pall-bearers: James Holland, Charles Kegebein, William Henick, William Twiford, Lloyd Parden and William Hall.

GEORGE COX.

The funeral of George Cox, the 5-year-old son of Mr. and Mrs. George Cox, who passed away at the home of his parents on Avenue A, Atlantic City Ward, Tuesday, took place at the grave in Elmwood Cemetery at 11 a. m. yesterday. The services were conducted by Rev. H. E. Johnson, D. D., of Cumberland Street M. E. Church. Following were the pall-bearers: Paul Godby, E. E. Richardson, F. W. Richardson and V. C. Holmes.

MRS. LUCY A. OWENS.

The obsequies of Mrs. Lucy A. Owens, wife of Mr. J. E. Owens, whose death occurred at the Norfolk Protestant Hospital Tuesday, were held from the residence of her parents, Mr. and Mrs. Battis, No. 274 Freemason street, at 1 o'clock p. m. yesterday. The services were conducted by Rev. Father Prioli, assistant pastor of St. Mary's Catholic Church, assisted by Rev. Father Wilson, of the Sacred Heart Church. The interment was in St. Mary's Cemetery. Following were the pall-bearers: H. J. Fitzgerald, H. H. Hendren, William Gresham, John Pickett, Edward Higgins, Mallory Fletcher, Turner Johnson and Arthur Howard.

There were a number of beautiful floral tributes.

Auction Sales of Real Estate.

Messrs. Byrd, Baldwin & Co., auctioneers, will sell at the Real Estate and Stock Exchange at 12 m. to-day, for the Atlantic Trust and Security Company, trustees, a certain lot and parcel of land, with all appurtenances attached, in the town of Brighton, Norfolk county, and numbered 488 on the plat of the South Portsmouth Land and Improvement Company. For description of property see advertisement.

Memorial Exercises To-Night.

The Washington centennial memorial exercises, arranged by the several tribes of Norfolk Red Men, will be held to-night at Elks Hall, C. I. on William I amb and Judge Thomas H. Wilcox will each deliver an address appropriate to the occasion. The hall has been appropriately decorated with flags, bunting and electric lights.

OTHER LOCAL ON PAGE 6

PIMPLES PREVENTED BY Cuticura SOAP. The most effective skin purifying and beautifying soap, as well as purest and sweetest, for toilet, bath, and nursery. It strikes at the cause of bad complexion, red, rough hands, falling hair, and baby blemishes, viz., the clogged, irritated, inflamed, over-worked, or sluggish pores.

Sold everywhere. PUTTEE DRUG AND CHEM. CO., Sole Props., Boston, U. S. A. British depot: F. NEWBERRY & SONS, London. "How to Cure Pimples," free.

CHRISTMAS PERFUMERY.

BEFORE MAKING YOUR XMAS PURCHASES CALL AND EXAMINE OUR LARGE AND BEAUTIFUL COLLECTION OF CUT GLASS AND BOHEMIAN WARE.

FILLED WITH CHOICE PERFUME, EACH PIECE PACKED SEPARATELY IN A HANDSOME BOX—JUST THE THING FOR CHRISTMAS GIFTS.

A Handsome Calendar for 1900 Given to Every Visitor.

MCCURDY & McCURDY, PRESCRIPTION PHARMACISTS.

406 MAIN STREET. - - - 733 CHURCH STREET, COR. CALVERT.

SUGGESTIONS FOR XMAS!

- A Ladies' Solid Gold Watch.....\$16.50
Diamond Brooch Pins..... 7.50
Sterling Silver Comb and Brush..... 3.50
Sterling Match Box..... 1.00
Diamond Ring..... 5.00
Sterling Comb, Brush and Mirror, in case..... 12.00

EVERY ARTICLE GUARANTEED!

These are only a few of our leaders. We have an immense stock of all kinds of

HOLIDAY GOODS

At prices to suit everybody. All goods marked in plain figures. The newest stock of

JEWELRY AND NOVELTIES

in the city. FINE ENGRAVING and REPAIRING a specialty.

J. V. ALFRIEND & CO., JEWELERS | 190 MAIN STREET.

JAMES P. BANNER, Manager Jewelry Department.

The Saks Stores

234-236 MAIN STREET.

Still a Choice of the Special Jackets,

and among them are Plain Tricots, fancy Matalesses, and the very popular Double-faced Golf Cloths, made by a manufacturer who knows how to make men's clothing. The actual values range from \$5.00 to \$6.50.

Choice, \$3.98

SAKS & COMPANY.

Open Evenings until Christmas

The Lowenberg Specialty Store.

SPECIAL TO-DAY.

Half Price Sale Infants' Long White Cloaks

- \$ 7.00 Cloaks at \$ 3.50
\$10.00 Cloaks at \$ 5.00
\$15.00 Cloaks at \$ 7.50
\$20.00 Cloaks at \$10.00

BENJ. LOWENBERG, 34 Granby Street.

How to Keep Warm!

—USE—

Economy Heat Regulators.

FOR OPEN FIRE PLACES. Corbin's Liquid Door Check and Springs keep the doors always closed. Roebuck's Weather Strips, all sizes, for doors and windows. Grates of all descriptions. Cabinet Mantels and Tile.

COOKE, CLARK & CO, Grates of all kinds. SOLE AGENTS.