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

COURT DECISIONS.

DIGESTED BY W. B. MARTIN.
EXCLUSIVELY FOR
VIRGINIAN-PILOT.

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

CARPENTER & CO. V. CHEMICAL CO.

Supreme Court of Appeals of Virginia. March 15, 1900.

AN ENTRY MADE BY A BROKER BEFORE THE CONTRACT IS SETTLED IS NOT EVIDENCE AGAINST THE PARTY WHO HAD NOT EMPLOYED HIM.

A COURT SHOULD NO TREFUSE AN INSTRUCTION IF THERE IS ANY EVIDENCE WHATEVER TO SUPPORT IT.

WHERE A PARTY RECEIVES THE RIGHT NOT TO TAKE PHOSPHATE ROCK UNLESS SATISFACTORY, HE MUST ACT IN GOOD FAITH IF HE DECLINES TO TAKE IT.

The Court says:

This is an action by Carpenter & Co. against the Virginia-Carolina Chemical Company to recover damages for the refusal of the defendant to take 3,000 tons of Tennessee phosphate, spoken of in this record as Tennessee rock, which the plaintiffs claim to have sold the defendant and which it refused to accept.

It appears that such negotiations as were had between the parties was by correspondence between one R. E. DeJarnette, a broker of Norfolk, Va., and S. T. Morgan, president of the defendant company, at Richmond, Va. DeJarnette was introduced as a witness on behalf of the plaintiffs in the negotiations with reference to the alleged sale to the defendant company, he was asked if he entered such a sale upon a book kept by him in which such transactions were entered, and he answered that he did, but said that the entry was made before he heard from Mr. Morgan at all as to whether he would take the 3,000 tons of Tennessee Rock; whereupon the plaintiffs offered to introduce in evidence the book and entry made by DeJarnette therein, to which the defendant objected, and the objection was sustaled by the court.

A broker is primarily the agent of the party by whom he is originally employed, and he becomes the agent of the other party only when the bargain or contract is definitely settled as to its terms between the principals, in which case he may act as the agent of both parties in making a memorandum of the sale.

That is, however, not the case here. Under the circumstances related byDeJarnette himself he was in no sense the agent of the defendant company and authorized to make an entry upon his books that could be evidence against the defendant in this suit. against the defendant in this suit. Manifestly, therefore, the court below rightly excluded the entry.

Error is assigned to the refusal of the court to give the following instruction:

"You are further instructed that if you believe from the evidence that if the plaintiffs agreed to sell to the defendant and the defendant agreed to purchase from the plaintiffs a certain quantity of the article called Tennessee rock, if the defendant could use the same satisfactorily, you are instructed that in determining whether the defendant could use the same satisfactorily it was bound to act fairly; and if you believe from the evidence that the defendant company did not act in good faith in declining to take the said rock, or if it declined to take the same because it could make better terms therefor with other persons, it is your duty to find for the plaintiffs."

This instruction was refused on the ground, as stated by the judge of the court below, that there was no evidence tending to show a want of good faith in the action of the defendant in rejecting the Tennessee rock in question and cancelling the alleged contract.

This court said in Hopkins v. Richardson, 9 Gratt. 496: It is certainly correct that no court is required to instruct the jury on abstract questions of law not presented by the proofs in the cause. But this function of determining whether any proof has been given of the hypothetical case or not, and if none, of refusing to give the instruction asked for upon it, is one to be exercised with proper care and great caution. In a plain case of a total absence of evidence tending to make out the supposed case, the court may well refuse to give any instruction based upon it. But where there is such evidence, of however little weight it may appear to be to the court, or however inadequate in its opinion to make out the case supposed, it is best and safest for the court not to refuse to give instruction asked for if it propound the law correctly.

Without discussing the evidence in this case or intending to express an opinion as to its weight, it is sufficient to say that we do not concur in the view taken by the court below, that there is evidence tending to make out the case spposed in the instruction.

The gist of the instruction is that the defendant was required to act fairly in refusing to take the Tennessee Rock alleged to have been contracted for by it conditionally, and that in determining whether or not the rock was satisfactory the jury should take into consideration the evidence bearing on that point and determine whether the rock was, in good faith, not satisfactory to the defendant.

Reversed.

GODBOUT V. ST. PAUL U. D. CO.

Supreme Court of Minnesota. February 16, 1900.

A RAILROAD COMPANY MAY GRANT SPECIAL PRIVILEGES TO A PERSON, OR COMPANY, TO SOLICIT THE TRANSFER OF PASSENGERS AND BAGGAGE WITHIN ITS DEPOT.

The question in this case was whether the St. Paul Union Depot Compony had a right to prevent a licensed hackman from soliciting business in its depot, and to give that privilege to one person or firm to the exclusion of others.

The court, after quoting a number of cases on the subject, says:

We therefore conclude as follows: That neither a hackman or common carrier has either a statutory or common-law right to enter the Union Depot to solicit business; that both may enter the depot for the purpose of delivering or receiving passengers upon order or contract; that all carriers, private and public, have a common right, without discrimination, to solicit patronage at such points as may be properly designated beyond the depot; that within such building defendant is compelled to make such proper rules and regulations as will conserve the interest and convenience of the traveling public; that within such building defendant has control of its property and business, by virtue of its right of ownership, subject only to the rights of the public transacting business with it; and as an incident to such obligations to the uglic and right of ownership, defendant may grant special privileges for the transfer of passengers and baggage.

OPPONENTS MEET.

CANDIDATES FOR MAYOR ADDRESS JOHN S. BARBOUR CLUB.

For the first time since the opening of the municipal campaign the two candidates for the Mayoralty met last night on the same platform. This meeting was at the John S. Barbour Clubroom.

The house was packed with members and candidates. At the invitation of President E. H. Cunningham, of the club, both Mayor Johnston and Dr. Riddick occupied seats on the platform during the speaking by the various candidates. Mr. Johnston's speech came before Dr. Riddick's, and the Mayor felt the way with the audience, as did his opponent.

Mr. Johnston told the club members that if his administration had been a satisfactory one he would like to have their votes for re-election. He referred to some things that he had done as Mayor.

It was evident that the audience was pretty nearly evenly divided as between the two candidates for Chief Executive of the city.

When Dr. Riddick arose to speak he was greeted by equally as noisy a demonstration as Mr. Johnston. Dr. Riddick said that the city is on the eve of one of the most important campaigns that has ever been witnessed here. He said that the fight was inside the Democratic family, and he was going to cheerfully abide by the result; that he would vote and work for his opponent if the latter received the nomination.

Both Dr. Riddick and Mayor Johnston gave assurances of the lack of animosity or bitterness in the fight for the nomination.

Others who spoke at the meeting were Messrs. John Topham, H. S. Herman, J. F. Duncan, W. H. Venable, J. Arnold Dalby, B. F. Walters, Dr. Macdonald, James V. Trehy, J. F. Lawler, T. B. Wright and J. O. Pitt. The latter is the vice-president of the Third Ward Democratic Club.

A PRETTY MARRIAGE.

MISS MICHELSOHN THE BRIDE OF MR. SCULNICK.

Mr. Lewis Sculnick and Miss Bertha Michelsohn were married yesterday at the home of the bride's mother, No. 261 Chapel street, Revs. H. Benmosche and M. Saron officiating. The bridal chorus was sung by twelve young misses, the former pupils of Miss Michelsohn. Mr. Ben Sculnick, brother of the groom, and Miss Rosa Michelsohn, sister of the bride, acted as best man and bridesmaid, respectively.

The bride was attired in a silver gray silk, and carried a lovely bouquet of Bride's roses. She was given away by her uncle, Mr. B. Miller. The bridesmaid wore a pink mouselin de soi over silk, with spangled trimming, and carried a bouquet of chrysanthemums. The ushers were Abe Summerfield, of Durham, N. C.; Henry Levy, Samuel Kahn, Samuel Brown, Ellis Graff and Moses Marx.

About seventy-five guests were present, among whom were Mr. Bernstein, of Cohn & Bernstein, of Baltimore; Mr. Weiner, of Baltimore, and Mr. Summerfield and son, of Durham, N. C.

The bride was the recepient of a large number of beautiful presents.

After the guests had been served with a sumptuous repast, the happy couple departed for Washington, D. C., leaving at 5:30.

Mr. and Mrs. Sculnick expect to return soon and live temporarily at the home of the bride's mother, preparatory to the occupancy of a prominent home for themselves in Norfolk.

Funeral of Mr. H. A. Howell

The obsequies of Mr. H. A. Howell, who departed this life at the Norfolk Protestant Hospital at an early hour Sunday morning, were held from the funeral apartments of Mr. H. C. Smith, No. 179 Bank street, and was attended by the relatives of the deceased and Friendship Conclave No. 2, Heptasophs, or S. W. M., and Pickett-Buchanan Camp, Confederate Veterans, of which he was a member. The services were conducted by Rev. S. C. Hatcher, of Queen Street M. E. Church. The interment was in Elmwood Cemetery. Following were the pall-bearers:

Heptasophs—W. E. Winn, W. H. Fletcher and W. C. Sanderlin.

Pickett-Buchanan Camp—C. J. Creekmur, Charles Jones and M. R. Archibald.

A Sock Social.

A large gathering of young people attended the Sock Social given by the Ladies' League of Queen Street M. E. Church last night, and all present were amply repaid for the time spent. A very pleasing program was rendered, consisting of selections on the phonograph by Mr. A. W. Deans, a recitation by Miss Annie Osborne, with piano accompaniment by Miss Le Blanc, and humorous characteristic readings by Mr. Deans. At the close refreshments were served. A handsome sum was realized for the parsonage fund.

Methodist Revival Services.

Rev. R. M. Chandler, pastor of Centenary M. E. Church, will begin special revival services to-night at 7:45 o'clock. These meetings will be continued nightly at the same hour until further notice. A service of spiritual songs precede the sermon each evening. A cordial invitation is extended to all to attend the exercises.

"Safe Bind. Safe Find."

Fortify yourself now by purifying and enriching your blood and building up your system with Hood's Sarsaparilla and you may expect good health throughout the coming season.

All liver ills are cured by Hood's Pills. 25c.

Mail Orders for these Suits and Top Coats can be filled. Send Breast, Waist, and In-seam measures.

The Saks Stores
234-236-238 MAIN STREET.

Free Delivery promptly to all suburbs, and all purchases of $5 or over sent carriage free to any point within 100 miles.

Two Genuine Saks Specials.

And you know we do not attach this title to anything short of a real bargain. Whoever gets one of these Suits or one of these Top Coats gets a REAL BARGAIN—because they are worth fully ONE-THIRD more than the price at which we shall sell them. Not one in the lot but is better than any $12.50 Suit or Top Coat in anybody else's stock—and many of them cannot be duplicated under $13.50. Please make your own comparisons. A special purchase gives them to us—and the saving goes directly to you.

300 Suits.

Fancy Worsteds—four different styles—Small Check, Broken Plaid, Dark Stripe, and Novelty Plaid. in the most fashionable and popular shades; being hard finished weaves, they will hold their shape. They are cut in latest Single-breasted style, and about half of them have Single and the other half have Double-breasted Vests. Tailored and finished in best manner, with deep French facings, durable linings, and will fit perfectly.

All sizes—regulars and stouts—from 33 to 42.

Choice..... $9.50.

Worth at the very least, $12.50.

150 Top Coats,

in four lots, also—Tan Covert Cloth, Light, Dark, and Medium Gray Mixtures—cut in the regulation fashionable lengths—extreme and conservative. Some are lined with Italian cloth; one lot is lined throughout with Brainard & Armstrong's GUARANTEED satin; one lot is silk-faced—and they are all brand-new, stylish garments. All sizes and perfect fitting. In every point they are thoroughly reliable and desirable—and it is an unexpected chance that gives you

Choice..... $9.50.

Worth at the very least, $12.50.

Saks & Company.

BOARD OF FISHERIES.

MEETS TO-DAY TO ELECT CAPTAINS AND INSPECTORS.

The State Board of Fisheries will meet here this afternoon to elect oyster inspectors and captains of the oyster navy steamers Accomac and Chesapeake, and the police schooner Pocomoke. The term of office of these officials is three years.

Captain Hudgins, the present commander of the oyster navy, is an applicant to succeed himself, and will doubtless do so. Several gentlemen interested in the selection of inspectors and captains came to the city yesterday to confer with the members of the board. Among these gentlemen are: Mr. H. T. Daniel, of Middlesex county; Dr. F. W. Lewis, G. P. Squires, J. H. Wheaton, T. J. Downing, W. A. Damerson, James Saunders, C. L. Rodgers, Howard Hathaway and R. W. Carter, all of Lancaster county.

Republican Mass Meeting.

Precinct mass-meetings will be held to-night at 8 o'clock by the faction of the Republicans that is recognized by the State organization and National Committeeman Bowden to elect three delegates and two alternates from each precinct to a city convention to be held at the Real Estate Exchange to-morrow night. This city convention will select ten delegates and two alternates to the district convention, which meets here April 9th for the election of two delegates and two alternates to the Republican National Convention, to be held at Philadelphia on the 19th of June, and will also elect a Presidential Elector for this district and ten delegates to the State Convention, which meets in Norfolk on the 10th inst.

OTHER LOCAL ON PAGE 11

Nervous, Despondent,

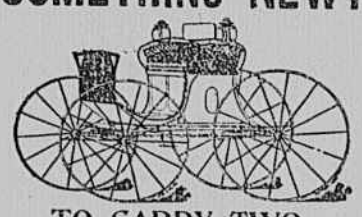
Physically Run-down Men and Women

Take the greatest blood and nerve builder of the century, Dr. Hallock's Wonderful Electric Pills for weak, worn-out, nervous people. Used in private practice since 1848. Thousands restored to health and happiness. Sold at all wholesale and retail drug stores. $1 per box, 6 boxes $5. Burrow, Martin & Co., 296 Main St., and 9 Hill St., Norfolk, Va.

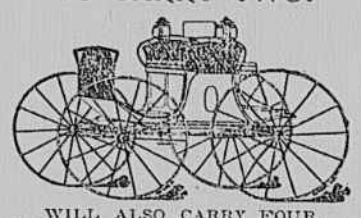
Advice on all diseases from specialists free. HALLOCK DRUG CO., 110 Court St., Boston, Mass. Trade suppl'd by Gilpin, Langdon & Co., Baltimore.

WEAR Hofheimer's RELIABLE SHOES BEST FOR THE PRICE NORFOLK, PORTSMOUTH, RICHMOND.

SOMETHING NEW!



TO CARRY TWO.



WILL ALSO CARRY FOUR.
Many other new designs now ready for your inspection.

A. WRENN & SONS
24 to 40 UNION STREET.

...NEW PRICES...

Patapsco Superlative Flour	$4.25 BBL.
Royal Crown ..... Stock's Patent ..... Voight's Patent.. ...	25c. and 55c. per bag.

Pillsbury's Best, $4.50 bbl., 30c. and 60c. per bag.

New Smithfield Hams, 15c. a lb.

Our Special Blend Tea (60c. quality), 40c. lb.

12 packages Pearline, 25c.

THESE ARE BUT A FEW OF OUR PRICES. WATCH THIS SPACE.

Virginia Grocery Co.

VIRGINIA:—IN THE COURT OF Law and Chancery of the City of Norfolk, on the 27th day of March, 1900.

Ada Emily Fentress.....Plaintiff
vs.
Joseph D. Fentress ....Defendant.

IN CHANCERY.

The object of this suit is to obtain a divorce from the bonds of matrimony heretofore entered into between the plaintiff and the defendant, and affidavit having been made that the defendant, Joseph D. Fentress, not resident of the State of Virginia, he is hereby required to appear within fifteen days after due publication hereof and do what may be necessary to protect his interest.

Teste: JUNIUS A. COLEMAN, D. C.
H. G. MILLER, p. q.
per C. mh28-we-4w

THOMAS A. FREWEN.
Contractor.
PLUMBING, - HEATING.
Estimates Furnished. All Work Guaranteed.
OFFICE, 606 COLUMBIA BUILDING.
oc22-eod

Important Notice!
Special limited quantity of
FINEST HAVANA CIGARS
For box trade at factory prices.
Hamburger's Cut Rate Ticket Office
227 MAIN STREET.

RAILROAD WRECK CLOTHING SALE!

Never before, and probably never again will a purchasing public have an opportunity to buy so much for so little. Those who came to this extraordinary BARGAIN GIVING were more than delighted, and loud were their expressions of satisfaction. This stock is just chock full of the highest grade of Men's, Youths' and Children's Clothing waiting to be parceled out by close, shrewd buyers. You have only yourselves to blame if you pay too much for your spring clothing.

HERE ARE A FEW OF THE MANY RARE BARGAINS:

Men's Suits, strong and durable, which cannot be had under $5.00—Smash Up Price— $1.65

Men's Suits, well made, sizes 34 to 42—cannot be had for less than $8.00 anywhere—Smash Up Price $3.96

Men's Suits, fancy effects, all-wool, high grade tailoring. You will have to pay $12.00 for no better—Smash Up Price $5.24

Youths' Suits, ages from 14 to 19 years. These are wonderful values—worth $5.00—Smash Up Price $1.55

Youths' Suits, ages 14 to 19 years—fancy checks and plaids—exceptional value at $8.00—Smash Up Price $3.62

Children's Suits, ages 5 to 14 years. To see is to buy, and you had better not miss this chance—worth $1.50 a suit—Smash Up Price 65c

Children's Suits, double-breasted styles, substantial material and well trimmed—worth $2.00—Smash Up Price 98c

Children's Suits in all-wool cheviots—all sizes, 4 to 16 years—some have double knee—worth $4.00—Smash Up Price $1.95

Children's Knee Pants, well made and wear-resisting—the sort which we sold at 25c. per pair—Smash Up Price 10c

Children's Knee Pants—ages 4 to 15 years—mixed tweeds and fancy cassimeres—the 50c. kind—Smash Up Price 25c

Men's Pants—fancy cheviot — their properties are style mixed with good service cloth, guaranteed reliable, worth $2.00—Smash Up Price 98c

Men's Pants—English— taped seams; these Pants would cost you no less than $3.50 at other stores—Smash Up Price $1.62

You must see these Bargains to appreciate their real values.

Cannon Ball Clothing Co.,
219 MAIN STREET, NORFOLK, VA
OPPOSITE ACADEMY OF MUSIC.

Sack Suits $12.50 to $28.00.

During the Spring and Summer the Sack Suit is more continuously worn than during other seasons, because then men dress more informally.

Therefore, we show a greater variety; but every pattern has character and is practically **as exclusive as those shown by high class tailors.** We are especially desirous that men who have their clothes made-to-measure shall see these suits; their tailors will lose their trade. You will find here the new gray-toned stripes and checks in soft and firm fabrics, as well as new weaves in navy blue and black serges and undressed worsteds. Ready to fit any shape as well as if made to measure.

DREWERY'S,
317 Main St.
WE CLOSE AT 7 P. M. PHONE 661.

... SPRING SHOES ...

Our full line of Ladies' and Gents', Misses' and Children's Oxfords are now in, and we guarantee you comfort, combined with durability, and the very latest styles.

WE CARRY THE

Finest Line of Footwear in the City.

Also sole agents for the celebrated Men's $3.50 "Walk Over" Shoe, in calf, tan and patent leather. Call and examine our line.

Hornthal & Morris
272 MAIN ST. Opp. Roanoke Ave.