COURT DECISIONS.

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

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

WINFREE V. F. N. BANK.

Supreme Court of Appeals of Virginia, April 6, 1899.

A HOLDER OF A NOTE AGREEING TO AN EXTENSION OF TIME ON CONDITION THAT THE ENDORSER CONSENTS, DOES NOT THEREBY RELEASE THE ENDORSER.

WHERE SUCH HOLDER AUTHORIZED HIS AGENT TO DISMISS A SUIT ON THE NOTE ON CERTAIN CONDITIONS AND THE AGENT DISMISSED IT BEFORE THEY WERE PERFORMED, THE ENDORSER IS NOT RELEASED.

A JUDGMENT WILL NOT BE REVERSED FOR ERRONEOUS INSTRUCTIONS, WHERE THE VERDICT WAS PROPER IF CORRECT INSTRUCTIONS HAD BEEN GIVEN.

This was a proceeding by motion to recover judgment on a negotiable note made by E. B. Hughes and indorsed by J. B. Winfree. The indorser resisted the judgment upon the following grounds of defense:

"(1) That the plaintiff extended the time of payment of the note on which its action is brought, by a binding agreement with the principal, B. E. Hughes, without the consent of the indorser and defendant, John B. Winfree.

"(2) That the plaintiff brought its action against the said parties on the same paper on which it now seeks judgment, to wit, to the March term of the Corporation Court of the city of Lynchburg, Va., and afterwards entered into a binding agreement for a valuable consideration with the maker and principal, B. E. Hughes, to extend the time of payment, and dismiss the action and not take judgment till some subsequent term, which agreement was without the knowledge and consent of the said John B. Winfree."

There was a judgment for plaintiff and defendant appealed.

The court says:

It is not necessary to decide whether an agreement, between the holder of a protested negotiable note and the principal, to dismiss a suit voluntarily instituted thereon, without the knowledge or consent of the indorser, is such an extension of time to the principal as will discharge the indorser. No such agreement as that relied on is established in the case at bar.

It is perfectly clear from the facts that the defendant in error made no agreement to dismiss the suit in question, except upon the terms of the letter of March 10, 1897, from the cashier to G. E. Vaughan, one of which terms was that the plaintiff in error was to consent to the whole arrangement, and evidence his consent by indorsing the new note. Modification of these terms was persistently refused to the last, as shown by the telegram from the cashier to his brother.

G. E. Vaughan was a special agent, with limited authority. He had no power to dismiss the suit upon any other terms than those contained in the cashier's letter. Relying upon the assurance of Hughes that he would pay the whole note by check that evening, G. E. Vaughan transcended his authority and dismissed the suit. The defendant in error knew nothing about the dismissal of the suit until after the court had adjourned. So far as the bank is concerned, the unauthorized act of G. E. Vaughan is a mere nullity, its rights in respect to the note being in no way affected thereby.

In this view of the case, it becomes unnecessary to consider the instructions commented upon in the petition for a writ of error; for, if it were conceded that the action of the court in respect to the instructions given and refused was erroneous, it would be immaterial, for, under the facts of the case, upon correct instructions a different verdict could not have been rightly found by the jury. Where this court can see from the whole record that under correct instructions a different verdict could not have been rightly found, it will not reverse. Wright v. Bank (decided at the January term of this court).

The judgment must be affirmed.

RANCHAN V. RUTLAND R. CO.

Supreme Court of Vermont. January 12, 1899.

AT COMMON LAW A COMMON CARRIER IS LIABLE TO THE FULL EXTENT OF A PASSENGER'S LOSS OF BAGGAGE.

WHERE THE PURCHASER OF A TICKET CAN NEITHER READ NOR WRITE, AND THE TICKET WAS NOT READ TO HIM, AND HE DID NOT KNOW ITS PROVISIONS, ITS ASSENT TO A PROVISION LIMITING THE COMPANY'S LIABILITY AS TO LOSS OF BAGGAGE CANNOT BE PRESUMED.

This was an action against a railroad company by a passenger for the loss of his baggage. The plaintiff purchased a ticket and obtained a check for his baggage which he delivered to the company. The baggage was lost. The ticket contained a clause limiting the liability of the company for loss of baggage to wearing apparel, not exceeding $100 in value. There was a special verdict showing the plaintiff's damages were $155, of which $143 were for wearing apparel. The lower court gave judgment for $158 and defendant appealed.

The court says:

This attempt of the defendant to limit its common law liability as a common carrier must be considered with reference to the other undisputed facts stated in the exceptions. It is there stated that the evidence tended to show that the plaintiff could neither read nor write; that the tickets were not read to him by any person; and that he did not know the provisions of the tickets. With this testimony in the case the defendant was not entitled to have the court comply with its four requests. The defendant by its charter became a common carrier of passengers and their baggage, subject to the common law rules in regard to liability therefor. By nearly universal concurrence of decisions of courts of final resort, including the decisions of this court, such carrier may, by contract, reasonably limit, but it cannot by contract exonerate itself from its common law liability, except as to its own negligence. But, it will be held to that liability until it establishes that it has limited or varied it by a contract, express or implied, existing between it and its passengers. The ordinary passenger ticket does not profess to contain the contract by which the passenger obtains his right to carriage over the road of the carrier. Whatever is printed on a passenger ticket has usually been regarded as a notice by the carrier of its desire to limit or vary its common law liability. To affect such limitation, the carrier must show that the passenger, when he paid his money and received the ticket, did it under such circumstances that he assented to the conditions named upon the ticket. Whether such assent is established depends upon the circumstances of each case. Assent will not be presumed unless the proposed conditions and limitations were known to the passenger, and then much will depend upon whether they are reasonable or unreasonable. As the defendant took no exceptions to the charge on the subjects of the special findings of the jury, it is to be presumed that the court stated the law correctly in regard thereto, and that the jury found, as the plaintiff's testimony tended to show, that he had no knowledge of the conditions placed by the defendant upon his ticket at the time he purchased it. He might have had knowledge of them at the time he paid his money. When purchasing his ticket, the passenger frequently has no opportunity nor time to examine it. He has no right to understand, unless directly informed to the contrary, that the carrier's undertaking has the common law liability. It is unreasonable to hold, if the conditions printed on the ticket came to his knowledge first after he has entered upon his journey, that he should be held to have assented thereto. The special verdict does not establish that the plaintiff had knowledge of the conditions printed upon his ticket, and his assent thereto will not be implied. The defendant rests under the common law liability in regard to the loss of the baggage. That liability entitles plaintiff to recover for the bedding lost, as for his entire loss. Reversed on another point.

BRAMBLETON WARD

Miss Marion Griffin, of No. 21 Hanson avenue, accompanied by her little brother, Clarence, left Friday night for Roanoke, to visit friends. From there she will go to Scottsville to visit her sister.

Mrs. Powers, Miss Grace Powers and Miss Nellie Bayto, of Brambleton avenue, are summering at Osborne's cottage, Ocean View.

Mrs. S. R. Brister and daughter, Miss Mamie, of Brambleton avenue, are the guests of Mrs. Powers, at Ocean View.

The many friends of Mrs. George D. Levy, of Brown avenue, who has been seriously ill for several weeks, will be pleased to learn that she is convalescing.

Mrs. Tatem, of Brambleton avenue, left last night for Washington, D. C., on a visit to friends.

Rev. W. L. Gravatt, of Charleston, W. Va., who was recently elevated to the position of Bishop Coadjutor of the Protestant Episcopal Diocese of West Virginia, was the first rector of St. Peter's Church in this ward.

Rev. Dr. W. E. Hall, of New York, will preach at Trinity M. E. Church at 8 o'clock to-night.

Rev. L. R. Christie will preach at Spurgeon Memorial Baptist Church at 11 a. m. to-day on "Who Should Partake of the Lord's Supper." At night Rev. J. T. Riddick, the talented young pastor at Gilmerton, is expected to preach.

Mr. Jackson and daughter, of Mexia, Texas, are the guests of Miss Wright, No. 410 Park avenue.

Mr. and Mrs. Richard Jones, of 410 Park avenue, are visiting in Blackstone and Farmville, Va.

Mrs. C. S. Measell and children, of East Brambleton avenue, have returned from a visit to relatives and friends in Frederick, Md.

Mrs. W. B. Gregory, of East Brambleton avenue, is on a visit to relatives in Camden, N. C.

Misses Louisa and Mattie Harwell, of No. 200 Clay avenue, are visiting relatives and friends in Petersburg and Dinwiddie county, Va.

A negro vender of bread named Wm. Brown sold a lady residing on Cecelia avenue yesterday two loaves. She gave him a $5 bill to change. He left his basket of bread at her door and left ostensibly to change the money, but never returned, leaving minus of $4.90. A warrant will be issued for his arrest.

Mrs. Darries Gregory, of South Reservoir avenue, has gone to Richmond, where she will spend two weeks visiting relatives and friends.

Mrs. John Hall, of 710 Jameson avenue, accompanied by her daughters, Lillian and Lizzie, are spending the summer months with her brother, Mr. William Diggs, at Lynnhaven, Princess Anne county.

Columbia Conclave, Heptasophs, or S. W. M., is now very busy every Monday night. They have five candidates to initiate to-morrow night, and are in a prosperous condition.

Councilman A. M. Cousins is seriously ill at his residence, No. 135 North Park avenue.

LAMBERT'S POINT.

Mrs. William Morris and mother, Mrs. Chesper, of Bowden's Ferry Road, are spending their summer vacation at the hotel, Buckroe Beach.

Rev. George H. Spooner, of the M. E. Church, has been granted a month's vacation. He left Friday morning for Culpepper Courthouse, where he will remain for ten days, and then go to Charlottesville and Amherst counties.

The Bridgeport Silverplating Mill baseball team appeared for the first time yesterday in their new and handsome uniform. They are getting ready to cross bats with some of the amateur teams of Norfolk.

Miss Hackett, of Baltimore, is visiting the Misses Cooper, on Tanner's Creek.

Mr. William Jones, of Clarke street, has returned from his visit to Bedford Springs, Va.

A party of twenty gentlemen, residents of the Point, went up to Norfolk last night to join a fishing party on a two days' cruise off Ocean View and the Capes.

Rev. F. Bouldin, rector of St. Mark's Episcopal Church, will hold service at the church at 8 o'clock to-night.

Justice Loper had a very quiet day in his court yesterday. Not a single case was brought before him.

Mr. J. Q. Hozier is erecting a handsome double brick tenement on West Pocahontas avenue.

ATLANTIC CITY WARD.

Mr. W. P. Shultz, who has been ill at the Norfolk Protestant Hospital for several weeks, was reported slightly improved last night.

Rev. E. E. Dudley has returned from Hampton, where he has been conducting a successful revival of religion.

The high character of the G. O. Taylor Whiskies has been maintained for nearly a quarter of a century. In the future there will be no departure from the plan to supply the public through licensed dealers everywhere these whiskies in sealed bottles, under the brand (G O Taylor) that will pass the inspection of the chemist and meet the requirements of the physician in the treatment of the invalid. Refuse substitutes for "G. O. T." If your druggist or grocer cannot supply, or wants to substitute something else, refuse to buy, write the proprietors of "G. O. Taylor" Whiskies, Chester H. Graves & Sons, Boston, and they will see to it that you are supplied.

For sale at White Bros., Norfolk, Va., Brown's Hotel, Portsmouth, Va.

"Daily Feed Man and Steed."

Feed your nerves, also, if you would have them strong. Blood made pure and rich by Hood's Sarsaparilla is the only true nerve food. Be sure to get Hood's. It never disappoints.

HOOD'S PILLS cure constipation. Price 25c.

C. & O. Route $1.00 to Richmond.

or Williamsburg round trip Sunday, July 30th. Steamer Louise leaves Portsmouth, 6:30; Norfolk, 7:00 a. m. sharp, connecting with train at Newport News, arriving in Richmond at 10:15 a. m. Returning, leave Richmond at 8 p. m.; arrive in Norfolk at 11 p. m.

J. F. HERMAN, Manager.

jy21,23,25,27,28,29-6t*

All in sight of monument. "Newest Discovery" extracts teeth painlessly. N. Y. Dental Rooms, Ennes only, 324 Main street, corner Talbot.

BUYING FARM LAND.

A WESTERN SYNDICATE LOOKING AROUND NORFOLK.

There has been noticeable activity in real estate transactions in this immediate section for the past few months. The value of the farm lands contiguous to Norfolk is known far and wide, as evinced by recent negotiations of Western capitalists looking to the establishment of big dairy farms near here. It is stated that a Columbus, O., company, represented by Mr. O. D. Jackson, of Norfolk, formerly of Ohio, has acquired the Philpot farm, about three miles southeast of the city, and will operate thereon a large milk farm, besides the raising of truck for this market.

It was also rumored that the Ballentine farm had been sold to Ohio parties, presumably the same company that bought the Philpot farm, but a Virginian-Pilot reporter saw Captain Thomas Ballentine yesterday, and he positively denied that there had been any sale. He said, however, that a party was negotiating with a company or syndicate, for its sale.

Injuries Resulted in Death.

An inquest in the case of Joseph Brown, the colored brakesman who died at St. Vincent's Hospital Wednesday night, as the result of injuries received on the Ocean View railroad, was held at 5 o'clock Friday afternoon. After hearing the evidence the jury reached a verdict that the deceased came to his death from internal hemorrhage, caused by his falling from an Ocean View train while stepping from one car to another.

Property Transfers.

A deed was recorded in the clerk's office yesterday transferring from J. L. Webster to Ola G. Webster, four lots fronting 25 feet each on the north side of Olney road, and extending back to Hamilton avenue; $3,000.

We are making a special run on FINE QUALITY DIAMONDS. Learn our prices for first-class goods.

THE GALE JEWELRY CO.

O. V. RAILWAY CHANGES.

MR. HEGARTY LEFT NORFOLK YESTERDAY—MR. PETER WRIGHT THE NEW SUPERINTENDENT.

The Ocean View Railway advertisement appears this morning with Mr. D. A. Hegarty's name as superintendent, removed. Mr. Hegarty left Norfolk yesterday with his wife for Philadelphia, where he has accepted an important position with the American Railway Syndicate. His handsome new offices are now being fitted up in one of the leading office buildings there.

Mr. Randolph, for some time with the Ocean View Railway, will for the present attend to the major portion of the duties of superintendent of the line. Mr. Savage will continue to act in the responsible office of train dispatcher. Mr. Jas. A. Belote will have general charge of the electrical matters of the company.

The title of superintendent will be abolished for the present, but, as stated in the Virginian-Pilot some time ago, Mr. Peter Wright will have general charge of the local affairs of the company on his return from Europe, which will be about October 1st.

To Attend Bar Meeting.

Judge Allan R. Hanckel left yesterday with several prominent Norfolk lawyers for Hot Springs to attend the eleventh annual meeting of the Virginia State Bar Association Tuesday, Wednesday and Thursday. After returning from the springs Judge Hanckel will hear Judge T. S. Garnett's bill of exceptions to the Tripoli street condemnation commissioners' report, and will render his decision in similar cases already heard.

Colored Y. M. C. A.

Rev. P. L. Grooms, who has spent several years in missionary work on the western coast of Africa, will speak at the men's meeting of Colored Y. M. C. A. at 5 o'clock this afternoon. His theme will be: "What I Saw in Africa."

Ames, Brownley & Hornthal

The Monticello Corner.

Big Cut in Ready-Made Department

COLORED AND PIQUE WAISTS AT HALF PRICE.

$1.00, NOW 50C.
$1.25, NOW 62½C.
$1.50, NOW 75C.
$2.00, NOW $1.00.
$2.50, NOW $1.25.
$3.00, NOW $1.50.
$4.00, NOW $2.00.

White Shirt Waists.

75C., NOW 49C.
$1.00, NOW 69C.
$1.25 AND $1.39, NOW 98C.
$1.50 AND $1.75, NOW $1.19.

COLORED AND BLACK SILK SHIRT WAISTS AT GREATLY REDUCED PRICES.

BALANCE OF WASH SKIRTS AT A BIG BARGAIN.

ASK TO SEE THEM.

Ames, Brownley & Hornthal

Special Embroidery Sale for Monday

The succes that always marks our SPECIAL SALES was demonstrated again last week by closing out a big lot of Embroidery Edges and Inserting in two days.

Through the urgent request of our many friends (and through a certain wholesale house who needed cash) we have decided to have another Embroidery Sale, beginning Monday. These goods are all excellent values and sold in the regular way at 15, 18 and 20c. yard.

Special Sale Price, 12 1-2 Per Yard.

We are getting ready for fall business and have put the knife in all summer stuff.

How are these for trade winners?

Colored Organdie, French, 35c quality, 12½c yard.

Silk Tissue Gingham, 30c quality, 12½c yard.

Tissue de soir, white grounds, colored dots—sold all through the summer at 50c yard. Price 29c yard.

Entire stock of Scotch Ginghams, 25 and 35c quality. Price 17c yard.

Colored Linen Lawn. Special price 19c yard.

Tissue de Soir, very sheer—will make beautiful evening gowns—regular price 75c. Now 49c yard.

Granby Street and City Hall Avenue, Norfolk, Va.

The Saks Stores

The Special Events for Monday are---

The continuance of the greatest sale of Men's Clothing on record. We have made a clean sweep of every Fancy and Mixed Suit in the house—and lots of plain Black and Blue Cheviots and Clay weaves—

The $15.00 and $12.50 Suits go at $7.50

The Suits that have sold up to $20 go at $11.50

And at the same time the other sales still continue:

All the Straw Hats up to $2.25 go at 64c.

Negligee Shirts that sold for $2.00 and $1.50 go at $1.00

Any Suspenders sold for 50c. go at 25c.

Clearance cuts a wide swath this week, for these are money-saving days.

SAKS & CO., 234 and 236 MAIN St.

The Whole Thing In a Nutshell.

GAS RANGE

A Gas Range is absolutely reliable in its work, easily handled, cool, clean and economical.

It saves money, time and temper; makes you independent of unreliable cooks; does away with soot, ashes, smoky chimneys, labor in handling coal and wood, &c. We are still selling

The Detroit Jewel

Pipe and connections free, At $7.50. Gas for Fuel $1.00 per Thousand Feet.

City Gas Company.

Daring Wash Goods Offer.

All the beautiful Lawns and Dimities ranging from 22c. a yard downward, will be 5c. a yard here on Monday

ADVICE!

Con over this entire writing—there's important news for you. Keep in mind the four corners of this ad.—four startling offers are in them. If you can't memorize then scissorize this part of the page and bring it with you Monday morning. Continue to read—first the corners—then the columns:

Wonderful Offer in Pique.

Twelve and a half cent grade of Colored, Striped and Figured P. K's, will sell at 5c. per yard Monday.

Concerning Colored Goods.

Now, Mrs. Reeder, if you are open for an opportunity to get something choice in the way of a "colored material," permit us to tell about these:

Well, this 50-inch tan-mixed, herring-bone-woven material is strictly all wool, and is one of the finest things in colored dress goods. The price is one dollar a yard.

This 52-inch silver grey mixed hop-sack was intended to sell at a dollar, but as there are more buyers in the 75c. realm we fill the fancy of that realm. Yours at 75c. a yard.

We have several pieces of colored covert suitings here at 25c. a yard. They are all wool and measure 38 inches wide. One of the best offers for a quarter to be had in a year.

An all-wool navy blue serge, with that stylish, wiry, woolly weave, at 50c. a yard. The width is 42 inches.

Prevailing Black Silks.

The four classes of plain silks here mentioned supplies the greater part of the demand of trade. Therefore, if you need plain black silk, one of these will fill the bill.

This 21-inch black peau de soie silk at a dollar twenty-five has that deep hue—that faint luster seen only in such high-grade silks; pure silk, too. Other prices, $1, $1.50, $1.75 and $2.

Smooth plain satin duchesse, all silk, rich, lustrous surface, 23 inches wide, price $1 a yard. The full price range goes this way: 75c., 89c., $1.25, $1.50 and $1.75.

Deep, pure black taffeta silk, with a clear black brilliancy, exceedingly fine in grain, 23 inches wide, 85c. a yard. A fine thing! Others at 59c., 75c., 98c. and $1.25.

28-inch Japanese Habutai silk, light weight, rich black, water-proof, price 89c. a yard. More at 50c. and $1.

Interesting Hosiery Talk.

Honest, well made, fast-colored, shapely stockings are the kind of stockings everybody wants. This is the kind we keep.

Allow us to tell you these prices:

15c. a pair. Ladies' fast black ventilated hose, drop stitches in clusters, (Spanish ribbed.)

25c. a pair. Ladies' black lisle thread hose, stainless black, high spliced heels, double soles.

15c. a pair. Boys' fashioned stockings, perfect foot, pocket heel, spliced knee and welts, guaranteed a stainless black. Not a better stocking in Norfolk for this price!

Have you tried the Kayser black silk glove? We keep them. You don't have to stretch them all out of shape in trying them on; they have buttons just like the kid glove.

The tips outwear the glove. Every pair guaranteed. Prices, 50c., 75c. and $1 a pair.

Inklings of The Laces.

For fineness, exquisiteness, daintiness and cheapness we allow our laces to be matched with any. What fine and delicate yet strong groundworks, with such exquisite and dainty patterns, our Valenciennes laces have! The price range runs from 25c. to $2.75 a piece. By an ingenious method we show you as many laces in one five minutes here as it takes you to see in fifteen elsewhere.

A splendid line of real torchon laces in edges and insertings, ranging from 5c. to 75c. a yard, is shown.

Large assortment of cotton torchons, perfect imitation of the real, beginning at 5c. and running on upward.

New silk lace, with black and white intermingled in a pleasing style; price, 35c. and 45c. a yard. All widths of black silk laces; likewise all prices.

Tempting Black Goods.

Recent arrival of new things! Novel weaves just unboxed! Permit us to picture to you a few. These: Soft magnet cloth, elastic twill, jet black, 44 inches, 75c. a yard.

Royal cord! A plain, jet black, smoothly finished twill, midway between a whipcord and an imperial serge, 42 inches, $1.25 a yard.

Nun's cloth! Rough, wiry weave, woolly nap, 40 inches, 50c. a yard.

Sponged serge, coarse weave, with that nobby, stylish nap, 40 inches, 50c. a yard.

Russian serge. A silky surface serge, smooth, high welts, 48 inches, 75c. a yard.

This serge is worth $1; sells for that in other cities. We bought a vast quantity, because we know a good thing when we see it. You'll say so when you see it.

TEN DAYS BLANKET OFFER—Till August 5th we intend to sell 11-4 Fine Wool Blankets, worth $5.00, for $3.75. Summer prices—Winter Blankets.

S. DOZIER

206 MAIN STREET, ACADEMY OF MUSIC BUILDING, - - - - NORFOLK, VA.

STARTLING OFFERS IN SKIRTS.—$8.50 Black Silk Skirts, now $4.98.—Think! $13.98 Fine Taffeta Silk Dress Skirts, now $8.98.