University of North Carolina,
Chapel Hill, Feb., 1855.

Dear Sir:—The greatest evil under which this in common with the leading literary institutions of the country labours, is the extravagant expenditure occasioned by the unreasonable privilege of contracting debts, with which students are too frequently indulged by parents and guardians. The pecuniary is not the only nor the greatest injury which is produced by this system of dealing. The effect upon the morals and the integrity of all parties to these contracts is not unfrequently deleterious.

Allow me to direct your attention to the following sections of the Revised Statute in relation to the University, passed by the General Assembly now in session, and to entreat that you will advise me without delay, whether they meet with your concurrence. In this event, I desire your authority to state to the students, to the merchants and shop-keepers, and to all concerned, here and elsewhere, that you will pay no debt that may be hereafter contracted by your son or ward, without written permission from yours, if or some member of the Faculty.

"Any contract or agreement by any student of the University, being then a minor, with any shop-keeper, merchant, trader or other person, upon the sale of any wine, cordial, spirituous or malt liquor, or of any goods, wares or merchandise, or any article of trade, or with the keeper of any livery stable, shall be void, unless the same if made at or within two miles of Chapel Hill, be made under the written permission of the President of the University, or some member of the Faculty; or if at a greater distance from Chapel Hill, under the written consent of the person who may have the control and authority over such student."

"Every contract made with a student of the University, contrary to the provisions of the preceding section, shall be void, and may be avoided on account of any of the matters therein contained on the plea of the general issue: on the trial thereof, if it shall appear that the defendant was at the time of the alleged contract a student of the University, it shall be presumed that he was at the making thereof a minor. Every such contract shall be incapable of being confirmed, and any promise or obligation given by such student after his arrival at full years, shall be void."

With the hope and expectation of an early reply, and of your hearty co-operation with the General Assembly, the Trustees and the Faculty, in the attempt to suppress this great and growing evil.

I am very respectfully,
Your friend and servant.

DAVID L. SWAIN.