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The New Orleans Crescent

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OFFICIAL JOURNAL

—OF—

THE STATE OF LOUISIANA.

FRIDAY MORNING, JUNE 29, 1866.

FROM MOBILE BAY.

Correspondence of the New Orleans Crescent.]

SHORT'S HOTEL, Mobile Bay, June 26.

Ten years! Is it possible! Ten years—long weary years—since I sat in this room! How everything is changed, and yet how like its old self almost everything is! The waves still break on the sandy beach, with their murmur eternal. The wind sighs through the magnolia trees as it used to do; the magnolias look just the same—perhaps the pendant mosses are a trifle longer, or the leaves have assumed a slightly darker hue. The mocking birds sing the same old airs in the same old trees. By Jove, I almost fancy they are the same birds! But the old familiar faces? Gone, all gone. True, the proprietor, our most excellent host, and his worthy lady are the same—a trifle older; he thinner, perhaps, and not handsomer; she a shade more stout and embonpoint. But where is the gay, rollicking set that ten years agone made the woody shores of Baldwin resound with song and laughter? Aye, where? Each battle-field from the Potomac to the Rio Grande, might answer the question had it a tongue. Their bones moulder on every hard fought field, from Manassas to Spanish Fort.

I took a stroll yesterday afternoon in the woods alone; for in revisiting these haunts of our youth, emotions are evoked that we are never willing for the world to see. Tears will spring unbidden to the eyes. Solitude is love sight. Hearts draw nearer to each other, and friends grow dearer, colored in the silent center of night; and we can then utter thoughts and speak words that day would mock and jeer at. So, in solitude, we may revel in our own emotions, and as we think of old times, old friends, old joys, we can open our hearts and confess the truth, and cease to make believe and seem.

I found an old magnolia, in whose rind a party of us had cut our names, some twelve years since. Most of the names were illegible; but one stared at me like a specter from the far-off shore. It was that of A. B. Meek, "the sweet singer." The letters were large, partly as he used to be; and as I sat on the ground and read them, I thought I once again heard his sweet, persuasive tones, and saw his mild, benevolent face beaming with friendship and goodness. Alas! "the golden bowl is broken that held life's rosy wine!

But I weary you. As my father used to say when we children got to quarreling, "Let's talk of something good to eat!"

Shade of Friar John, *des Entomeures*! Oh! my right munching moth, how would your face shine, your chops water, your jolly paunch shake and yearn, could you but look in on our dining table. Not Thileme, or the feast of the Homicons offers such a bill of fare. I know not to whom Epicurus left the mantle of his memory, but I am sure that Short has, if not the whole of that garment, at least the largest share.

Hyperbole aside, I have never seen such a table at any hotel in this country or in Europe. It is a miracle of cookery and skilful arrangement.

As a summer retreat, this place combines every advantage that could be desired. The bathing, fishing and boating facilities are first-rate. The table, as I said, is unsurpassed; the house large, airy and extremely cool; the water delicious, and the woods around furnish the most beautiful promenades. In addition to this, the society is excellent, and the house as quiet as a gentleman's country residence. (We tire trial, you town-weary Orleanois.

The only objection to be made to the place on this side of the bay is, the wharves are so awful long. Many of them are a half, and one or two, three quarters of a mile long; indeed, it is said of one of them, that it is a mile long. On account of the tremendous freshets in the upper rivers, the water is unusually fresh on this side, and, consequently fishing is not so good at present. However, fish, and some fine ones too, are caught, in quantities sufficient to supply the tables and furnish considerable sport to the disciples of Isaac Walton. Col. Tom Taylor caught a large red fish off the wharf yesterday. The colonel looks as blooming and *loosing* as when he led his regiment into Kentucky.

Yesterday was St. John's day, and the few brethren of the mystic tie, that were on this side, went over to the city to unite in the ceremonies; your humble servant among the number. Owing to a severe palpitation of the heart, I was, however, unable to take an active part, and could only be a looker on. You will, no doubt, see by the papers an account of the whole affair, so a detailed description would be superfluous.

Among the boarders here is Mr. Caldwell, president of the gas company, who is one of the finest musicians that it has ever been my good fortune to listen to. His flute solos are marvelous. Among the lady boarders are some fine musicians, and we have elegant parlor concerts almost every night.

The weather has been intensely warm for a few days past, but the shower of yesterday cooled off the atmosphere, and this morning is delicious. There are no mosquitoes or gnats here, and the ladies do not keep poodles—so there are no fleas.

I saw Eph. Tolly and the sheriff of —— county taking a drink together yesterday in town. They both say that if old Bob *did* tell that newspaper man them *facts* in regard to that air little union affair, he is the durndest, meanest, *onremitkiest* old liar 'twixt Mobeel and h—l."

As Tolly wanted to fight, and had been drinking some of Asa Holt's lightning, I kept dark; but the more I kept my mouth shut the more he roared, so I had to leave the couple without finding out what they were doing in town together.

Truly yours, P. L. J.

☞ Telegraphic Dispatches on eighth page.

FUNERAL OF THE LATE CAPTAIN EDGAR D'AQUIN. By reference to the funeral notice of the family of this lamented and chivalrous officer and soldier, it will be seen that the funeral of the late Captain Edgar D'Aquin will take place this afternoon at 5½ o'clock from the residence of his father, Mr. Adolphe D'Aquin, No. 16 Rampart, between Canal and Customhouse streets.

In behalf of his old command, the Louisiana Guard Artillery, we are requested to tender a special invitation to the officers and members of all other commands of this city who constituted his comrades in arms, to unite with them in paying this last tribute of respect to their lamented and gallant commander.

INDEPENDENT THROUGH LINE AGENCY AT MOBILE.—We invite the attention of shippers of freight to points in the interior of Alabama and Mississippi, to the card of Messrs. Mitchell, Rutland & Co., (late Jaques, Mitchell & Co.,) Mobile, Ala., which will be found in another column of the CRESCENT this morning. In establishing the forwarding and commission, ship agency, and independent steamboat agency business, these gentlemen bring to bear a very extensive experience and a general knowledge of commercial affairs which must conduce to success. Mr. Rutland, of the firm, is an old resident of Mobile, and none stands higher there for integrity, intelligence and devotion to his profession. His partners are fit associates for a gentleman of his character and antecedents, and possess a large acquaintance both here and throughout the Southwest. We bespeak for the firm a liberal patronage.

First District Court.

TRIAL OF HON. ROBERT B. BELL.

A criminal charge against Hon. R. B. Bell, a member of the convention of 1864, a member of the State Senate from this parish chosen at the first election held under that constitution, and a street contractor under the late city government, was tried yesterday before the First District Court, Judge Abell presiding. The position of the accused and the gravity of the alleged offense imparted more than ordinary interest to the trial, and a large number of deeply interested spectators congregated to witness the proceedings. The information upon which he was tried charged that he obtained money under false pretenses from Mr. Alfred Marchand, a broker; that on the 7th March last he obtained $1600 from him; on the 9th $1000; on the 15th $400, and on the 31st $2000, by falsely pretending that, as a contractor, there would be due to him by the city on the 1st April, six thousand dollars.

The prosecution was conducted by District Attorney Luzenburg. Messrs. Linch and Holland conducted the case in behalf of the prisoner.

Before the jury was impanneled, the peremptory challenges allowed the State and the defence were exhausted. Two or three jurors were set aside because they had formed and expressed opinions in the examination of jurors, the only remarkable incident that occurred was when Mr Arthur Bilson was called. That gentleman being upon his voir dire, and having been accepted by the State, Mr. Holland asked:

"Have you any objection or prejudice against any person who was a member of the convention of 1864?"

The district attorney objected to the question as improper.

Judge Abell—"The question is improper, and counsel cannot ask it. They might as well ask the juror if he had prejudices against Odd Fellows or Masons."

The court having thus ruled, Mr. Bilson was set aside upon the peremptory challenge of the prisoner.

Subjoined is a list of the jurors impannelled to try the case:

P. Burke, B. R. Edgeworth, W. L. Hawkins, Bernard Worman, Jules Sickey, Henry Baum, John Eller, Jacob Probst, John Bauscher, John Goetz, Joseph Sarisaquem and Charles Copeland.

The information having been read to the jury by the clerk, the trial proceeded.

TESTIMONY FOR THE PROSECUTION.

H. Gilby, Jr., sworn.—Witness is Mr. Marchand's cashier, and has been since January, 1864. On several occasions Mr. Bell borrowed money from Mr. Marchand in the same manner, by giving orders on the city treasurer, and representing that the City was indebted to him as a contractor. The last transaction of which witness had a distinct recollection was on the 16th of March last. [The orders upon the treasurer upon which the prosecution was founded was exhibited to witness and identified by him.] These orders were not paid, the assistant treasurer saying there was no money due to Mr. Bell, or that there was no money yet to his credit. The orders had been left with the assistant treasurer for collection. Witness called for the money on the 4th of April, and then it was the assistant treasurer said there was no money to Mr. Bell's credit. Witness was present when none of the orders were given by Mr. Bell to Mr. Marchand. Mr. Marchand made objections to advancing money, and Mr. Bell replied that the ten per cent. upon his contract, reserved by the city, besides the usual monthly payment, would be due at the end of March. The orders previously given by Mr. Bell had all been paid. The amount advanced was never so large as during March. Witness did not recollect Mr. Bell saying how much would be due him at the end of March, but did remember his assuring Mr. Marchand that the sum would exceed the amount advanced to him. Payment of these orders given in March was frequently asked at the treasury after the 4th of April, and the answer always was that there was no money to Mr. Bell's credit. Witness was present when Mr. Marchand told Mr. Bell the orders had not been paid, and Mr. Bell offered to give a mortgage upon a house to secure the debt. The interview took place three or four days before Mr. Bell's arrest. The offer was not accepted because the house was of no value. The orders were never paid. If they were it would have been witness' duty to have entered payment in the books.

Cross examined—Mr. Bell had had several transactions of this kind with Mr. Marchand. He had one about three months before those in the case. The first was negotiated through Mr. Holland, [counsel for accused.] Witness took the draft offered on the occasion to the assistant treasurer to ascertain if it would be paid, and was informed that Mr. Bell was a contractor, which fact witness reported to Mr. Marchand, and the money was advanced. The draft was presented on the 1st of the following month, but was not paid until the 5th. In all subsequent transactions, as soon as the orders were taken from Mr. Bell they were left with the assistant treasurer for collection. The present drafts were in the hands of the assistant treasurer when Mr. Bell was arraigned before the recorder. The assistant treasurer informed witness that the rolls were always made out on the 4th of the month, and after the first time, witness never went until that day. The assistant treasurer never told witness that Mr. Bell was not a contractor. The last time witness called he said the finance committee was acting on the accounts of Mr. Bell. The only time witness could say positively, in relation to the present orders, that he saw Mr. Marchand advance money to Mr. Bell, was on the 16th March. Witness knows the drafts were not paid, because if they had been Mr. Marchand would have informed him, to make the necessary entries in the books. It might be that Mr. Bell offered the mortgage as security in addition to the orders themselves, but witness did not recollect that being stated. Witness knew the property was of no value, because he heard so from Mr. Marchand—it was so far out of the city.

The district attorney offered in evidence the four orders given by Mr. Bell upon the treasury in favor of Mr. Marchand, viz: one dated March 7th, for $1600; one dated March 9th, for $1000; one dated March 15th, for $400; and one dated March 31st, for $2000.

A. Marchand, sworn.—Some time in October, 1865, Mr. Bell was introduced to witness by Mr. Holland (counsel) and he asked witness to discount an order from him upon the treasury for $600. He represented himself to be a city contractor and that he was paid on the first of each month. Witness sent his clerk to the treasury and ascertained Mr. Bell was a contractor. Every month after that Mr. Bell discounted with witness orders in amount up as high as $2500. His orders were always punctually paid. He stated that his monthly income from his contracts was $3500. In regard to the present drafts, when he exceeded $3500, witness suggested that that was all he could draw. He answered that, in addition, on the 1st of April he would have ten per cent. upon his contract. He wanted the advance he asked from witness to pay his hands and buy a schooner. Witness heard from Mr. Higginbottom, after learning, at the treasurer's office, that no money was due Mr. Bell, that Mr. Bell had abandoned his contract. Witness then, on the 7th April, threatened Mr. Bell with a criminal prosecution, unless he made his draft good. He offered a mortgage on property on Delery street, somewhere about or below the Barracks, as witness discovered it was situated from other sources. The mortgage was to have been completed on the following Monday. On that day Mr. Bell met witness and he asked him how he came to offer witness such inadequate security? the property was not worth $200. He replied that he would give witness other security and promised to bring it forward. As he did not comply with his promise, witness had him arrested a few days after. Witness was induced to advance money to him upon his statements that he would have due him on the 1st April some six thousand dollars, coupled with the fact that his previous drafts upon the treasurer had all been paid. In loaning him upon the present drafts, he told witness upon every occasion he was still a contractor, and would have coming to him on the 1st of April over $6000. When witness told him witness had been informed he had abandoned his contract, and was not working on it, he denied it.

Cross examination.—I do not recollect what interest I charged upon the first advance. I do not recollect what interest I charged upon any advance I made Mr. Bell.

The court interrupted the examination on this point. It was not relevant, and the witness was not bound to criminate himself.

Mr. Lynch said the questions were not asked with the view of claiming anything from Mr. Marchand, or of invalidating his claim in the case at the bar before the civil tribunals.

Testimony resumed.—On the 2d April witness went with Mr. Bell to the controller's office, and he said he would give witness an order directing the controller to withhold all warrants for money due Mr. Bell, and to hold all such warrants in favor of witness. [An order to this effect was exhibited to witness.] Witness never saw the order before. He regarded such an order as the same as the drafts he had received upon the treasurer. The paper, whatever it was, was left by Mr. Bell at the controller's office.

Direct examination resumed.—There was no misrepresentation, on the part of Mr. Bell, I could have guarded against by ordinary care or inquiry. I never accepted the order, here exhibited, upon the controller. If I had accepted that order as a guarantee for the payment of the debt, the drafts I held on the treasurer would have been given up.

Howard Luby sworn.—Was sent about the 7th April to see if money was due by the city, or, if it was not, to see if Mr. Bell could give good security. He said he had the worth of about $3000 in carts and mules. He offered a mortgage upon a house. The property was found to be inadequate security. He then said he would give other security; but he did not appear again and he was arrested. A few days before his arrest he said the city owed him $6000, but on account of the change of government he could not get it for a month or two.

Dr. West sworn.—This witness, having business with Mr. Marchand, was present at interviews between him and Mr. Bell. At the first interview he witnessed, Mr. Marchand produced such papers as the orders in court, upon the treasurer, and said to Mr. Bell, "I can't afford to lose this money—you must pay me or secure me," after which he threw his papers pettishly on the counter. Mr. Bell said the city owed him $6000, but if Mr. Marchand could not wait for the money, he would give security. "Well," said Mr. Marchand "that's all I ask." Mr. Bell was in the office next day. He was pointing out to Mr. Marchand property for security. Mr. Marchand said the property was not worth $200, and told him that unless he secured up he would be arrested. This was about the 10th April, the day before Mr. Bell was arrested, as witness heard. Mr. Bell told Mr. Marchand he would give him ample security the next day after the interview referred to.

Mr. Higginbottom sworn.—Has been chief clerk in the street commissioner's office during the last twelve months. The contracts for repairing and cleaning streets, such contracts as Mr. Bell had, are under the supervision of the street commissioner. Mr. Bell was a contractor in March, but is not now, because he has been placed in default for one of his contracts about the 1st of May, and for the other about the middle of the same month. Men employed by the city were performing the work of his contract in March. Witness heard from the deputy street commissioner that Mr. Bell was not to work on his contract in March.

The cross examination of this witness elicited nothing additional to or contradictory of his evidence upon the direct examination.

The district attorney here introduced in evidence the contract between Mr. Bell and the city, to show that, by a clause of the contract, in the event of a non-performance of any part of the contract, the city reserved to itself the right to annul the agreement, without putting the contractor in default and without resorting to the tribunals of justice.

The court observed that no individual, no corporation, could annul a contract by denying an arbitrament in the courts of justice.

The district attorney asked the witness: Was Bell at work for the city in the month of March?

Mr. Lynch objected to the question. The issue was not did he perform his contract, but was he a contractor.

The court ruled that the point was well taken.

Gustavus Schmidt, Esq., said he had appeared as counsel in this case before the recorder, in behalf of Mr. Marchand, and now he would ask leave to say a few words to the court as *amicus curiæ*. He would request the attention of the court to the fact that, by the terms of the contract, Mr. Bell was required to perform certain specific duties; that he had stated to Mr. Marchand that he was at work on the contract. Herein was the false *representation*. This was the substance of of the case. Mr. Bell was to clean the streets and the manner in which he was to do it was plainly specified. He was under the control of the street commissioner. The street commissioner was his supervisor, by the laws and by the terms of the contract. In view of all these facts was it not proper to ask if the accused was performing his duties at the time he represented moneys were due him for doing that which it could be shown he did not do?

The court would not allow proof of failure of contract in a criminal case. That was a matter for the civil courts.

Mr. Bellanger, street commissioner, sworn—The testimony of Mr. Bellanger was identical with that of Mr. Higginbottom, and, it is unnecessary, therefore, to give it, except that Mr. Bellanger gave evidence which Mr. Higginbottom did not, that Mr. Bell did not work on his contract in March, and, therefore, he was not credited as he would have been had he performed his duties. Mr. Belanger refused him a certificate, in consequence of his defalcation. The committee on streets and landings of the present common council have before them a claim presented by Mr. Bell in dispute of witness's decision.

Chas. F. Berry sworn—In April last Mr. Bell came to the office of witness and directed him to prepare a mortgage on property down town. Mr. Bell had bought the property for about $3000, and the mortgage was to be for upwards of $5000. Witness suggested the insufficiency of the security. Mr. Bell said he had made that all right with Mr. Marchand. Witness suggested to Mr. Bell he ought to get a certificate from the mortgage office. He said he would see to that and would bring it next morning, but he never called after.

The court saw nothing in all this but what every man had a right to do, to buy his peace.

Mr. Schmidt recognized the propriety of every man buying his peace, under proper circumstances, but did not think any man had a right to compromise a felony.

The court valued very highly the suggestion of a friend of the court, but did not consider the particular circumstances presented as showing a compromise of felony.

The district attorney announced the evidence for the prosecution closed here.

THE TESTIMONY OF THE DEFENSE.

Mr. Chadwick sworn—Was assistant treasurer in the office of the city treasurer up to the 2d April last. Mr. Marchand frequently deposited with witness for collection Mr. Bell's drafts. Recognized the present drafts as having been deposited with him for collection. They were not paid because the finance committee had not passed on Mr. Bell's bills. Mr. Marchand came to the treasurer's office on the day witness was quitting. Some one suggested that something should be done in the controller's office to prevent Mr. Bell from procuring a warrant from that officer. Mr. Marchand acquiesced.

Witness afterwards learned that such an agreement as that presented in the order upon the controller, signed by Mr. Bell and presented in court, had been entered into, but witness had no personal knowledge of the fact.

Cross examined—There was no money to the credit of Mr. Bell in the treasury, when witness declined to pay his drafts.

Direct examination resumed—Such drafts were never paid on the first of the month. They were paid between the first and the tenth.

Again cross examined—There was no money out of which I could have paid the warrants, except at my own risk.

F. Mooney sworn—Has been assistant treasurer since the 2d of April last. Has never paid any warrant or order upon Mr. Bell's contracts.

F. Pratts sworn—Has been deputy controller since the 25th of March last. Has no recollection of ever seeing Mr. Marchand in the office. Mr. Bell was there about the 2d of April, and drew up a document such as that in court, directing the controller to withhold warrants on his (Mr. Bell's) contracts, in favor of Mr. Marchand. A gentleman was with Mr. Bell at the time, and he might have been Mr. Marchand. Witness thought it was Mr. Marchand.

Cross examined—Witness never had any conversation with Mr. Marchand on the subject. If Mr. Bell had demanded a return of the document witness would have returned it to him, as it was deposited by him, and he was under no obligation to keep it in the interest of any other person.

Direct examination resumed—I would not have given a warrant for Mr. Bell, in April, or May, to Mr. Bell while the order was in my hands.

The defense offered a number of documents in evidence, the contract between Mr. Bell and the state city authorities, and correspondence between the present street commissioner and him, relative to the contract—the contract itself being presented to show that he was a contractor at the time of the alleged fraud, and the correspondence to prove that he was recognized as such by the street commissioner afterwards.

This closed the evidences on both sides.

The district attorney proposed to submit the case without argument.

The defense declined the proposition, and the district attorney waiving the opening, Mr. Holland addressed the court and jury. He held the State to the terms of the information. It was alleged that Mr. Bell had falsely represented himself to be a contractor. There was no falsity in that statement. The contract and the documents from the street commissioner's office showed that he was a contractor at the time, and was recognized as such long after, up to the middle of May. It should also be recollected that Mr. Bell did not say he had money at the time he gave the orders, but that it would be due to him when the drafts matured. The case, if it had any merits on the other side, was civil, not criminal.

Mr. Lynch thought if much was said the jury might suppose the prosecution had presented something to combat, and therefore he would be very brief. He reviewed the evidence, however, and claimed that his client was the victim of a change in the administration of city affairs. If the old street commissioner had remained in office Mr. Bell would have had the money in the treasurer's hands to meet the drafts, but, unfortunately for him, a new set of men, with their political and personal prejudices, came in and he was powerless. Mr Lynch would not censure the new administration. The new officers doubtless thought they were performing their duty, but the jury would see how Mr. Bell was disabled. The city might hereafter suffer through the courts for what had been done to Mr. Bell. City officials were not judicial officers to say whether a contract had or had not been violated. Their decision was no evidence that Mr. Bell had not done his duty, or that money was not due to him.

For the State to make out its case it was necessary it should prove not only false pretences, but also fraudulent intention. Neither the one nor the other had been shown. Even if Bell had told a falsehood, the consequences of which could have been avoided on the part of Marchand by diligent inquiry, a case of false pretences was not made out, and the accused was not guilty.

The district attorney had not purposed saying a word in the way of argument. His desire was to submit the case to the jury upon the evidence and with the instructions of the court. He would suggest that political antipathies or political friendships had nothing to do with the case, and he regretted that the occasion had been seized to use such arguments before a judicial tribunal. In England this case would have been a charge of swindling, but the law here knew no such offense, and it was necessarily narrowed down to a speciality surrounded with technical difficulties. There were only two propositions: If the jury believed the prisoner had made a false representation, knowing it to be false, and with a fraudulent intent, then he was guilty; if the prosecution failed in either of these elements, then he should be acquitted.

With these arguments the case was submitted.

Judge Abell briefly charged the jury. The case as put by the State was that the accused got some $5000 by falsely pretending to be a contractor, and that as such the city would owe him at a certain future time about $6000. The statute was explicit on this subject of false pretenses. It should be shown first that the money was obtained; next that it was obtained by false pretenses, and lastly that those false pretenses were made with fraudulent intent. The proof failing in any of these elements the case was not made out. Therefore the jury would inquire was the accused a contractor at the time? or if he was not; if he made a false representation, was it made with fraudulent intent? A false representation of a future contingency did not constitute a part of the crime, that which constituted this element of the crime was a false pretense as to an existing fact. An actual fact, not a speculative possibility, was the basis of consideration. In all such cases, whenever the party aggrieved can by diligence or prudence avoid the fraud of which he complains, no crime has been committed.

This is an imperfect outline of the instructions with which the case was given to the jury, at a few minutes after four. About five o'clock the jury was brought into court, when the foreman announcing that they could not agreed, the court adjourned.

THE VERDICT.

At a quarter to nine the court was again in session, and the jury came in with a verdict of NOT GUILTY; whereupon Mr. Bell was discharged.

The Cotton Crop.

For the New Orleans Crescent.]

Mr. Editor—Having recently traveled over the greater part of Louisiana and Mississippi, and conversed with a number of planters along my route from various sections of the country, and also gathered information from several gentlemen who have lately made the tour of the Southern States, and whose facilities for the formation of a correct and unbiased judgment are unsurpassed, I have determined to give you the result of my observations and inquiries concerning the forthcoming crop. The rains which have fallen for the past two months have put the planters hopelessly in the grass, from which unfortunate position most of them will never be able to extricate their crops with the present system of negro labor. The negroes cannot be induced to exert themselves now, as they were compelled to do in former years, and therefore we conclude that it will be next to impossible to get rid of the dominion of the grass.

We know that English manufacturers cannot be induced to believe that the cotton crop will be extremely small this season. They seem to have no very high opinion of our veracity, we are sorry to confess; but the day is not far distant when they will awake from their dreams and find their bright visions of plenty dispelled by the stubborn realities of sterling facts. The planters all assert that they will not make as much as three bales to the hand, and it is universally conceded that the entire crop of the South will not reach one million bales, or less than one-fourth the ordinary yield.

It is useless to speculate upon these bad expectations, and the effect of scarcity of the "great staple" upon the financial affairs of this country and Europe. Rather let us sympathize with the planters themselves, most of whom made heavy expenditures in order to provide farming implements and stock their plantations, and upon whom the calamities of a short crop will chiefly fall. There is but small glory now in being a cotton planter. It is feared some of them are "on the bread road to ruin," the reports of Colonel Thomas and General Howard notwithstanding. To the mismanagement of the freedmen's bureau the failure of the present crop is chiefly due.

"JUVENIS."

THANKS.—We are under obligations to the officers of the steamer Fashion for a Vicksburg Herald of the 25th.

We are indebted to the Southern Express Company for Jackson and Vicksburg papers of yesterday.

Our thanks are tendered to the polite clerks of the A. and M. Company's steamer Mississippi for St. Louis journals of the 23d.

The officers of the Alabama have our thanks for late Red river papers.

Local Intelligence.

ENTERTAINMENT OF THE ORLEANS DRAMATIC RELIEF ASSOCIATION.—We would again remind our readers that the entertainment by the Orleans Dramatic Relief Association for the benefit of the Ladies Southern Benevolent Association of Louisiana takes place to-morrow evening at the new Opera House. The performance and the object for which it is given, command public interest, and it would be advisable for all who purpose attending, particularly those accompanying ladies, to secure seats as early as practicable.

DOWN TOWN BOYS' HIGH SCHOOL.—We yesterday attended the interesting ceremony of the exhibition at the Boys' High School in St. Philip street, Second District, and must say that we were pleased even beyond our expectations.

The exercises commenced at 10 a. m. The hall was tastefully arranged and over the head of each young candidate for honors was displayed as he recited his selected or original piece upon the platform, the well chosen motto, "Excelsior."

The senior class of this High School numbers fifteen scholars. Of these four have already received diplomas, namely: M. Bohne, John Davis, R. Prattine and Th. Minnel.

The young gentlemen who received diplomas yesterday were: John Long, Charles Stark, John Mulherin, Aug. Barckhart, John Meyer, Richard Byrnes, Richard Devonshire, Thomas Flion, Geo. Purves.

Certificates were issued to Samuel Fitzhugh and Charles Gealback.

The attendance at the exhibition was quite numerous and was especially graced by a galaxy of ladies. It need not be said that this was quite a consolation to the reporter who, unlike our "father of the public schools," has not an inordinate love of watching the gunnery practice acquired by persistent efforts "to teach the young idea how to shoot."

The valedictory was delivered by Geo. Purvis, and a well chosen, quiet, unaffected effort it was. It seemed to be the natural effusion of the heart, and was listened to with marked attention.

A sprightly boy named Peter Murray, delivered a very spirited answer to young Mr. Purvis, and one that gave general satisfaction. His elocution was very fair indeed.

The diplomas were delivered to each graduate by the Hon. Glendy Burke; to the classical nine with a few pertinent remarks to each.

Mr. Rodgers, the superintendent, in a neat address alluded to the difficulties under which the school labored and congratulated both teachers and scholars upon the successes achieved, and predicted greater in the future. Mr. Burke afterwards delivered himself in a somewhat similar strain.

We can only say in connection with the exhibition of this school, that it was truly excellent; and the seemed to be the prevalent feeling among the audience.

SHARP PRACTICE.—An inmate of the parish prison, who had been incarcerated several months under a charge of passing a twenty dollar counterfeit note, knowingly, lately entered into negotiations with a member of the bar to procure his release. An arrangement was consummated, the attorney receiving a check for six hundred dollars, upon a private banking house, with the understanding that one hundred dollars of the check should be returned to the drawer to enable him to improve his prison fare. The check was presented, the five hundred pocketed, the other hundred paid over to the prisoner, and by a judicious use of that great bulwark of liberty, the writ of *habeas corpus*, the prisoner was soon in the enjoyment of his freedom. This was all very pleasant. Now for the denouement: The prisoner at his first interview with his counsel said that, to prevent his family from being disgraced, he gave a fictitious name, on being arrested, and that his real name was one he subsequently used in signing the check. The explanation was received as very probable, but yesterday the attorney received a note from the banker appealing him that the check was a forgery! But the most singular part of the affair is that the man, whose name is said to be forged, was, at the time of the forgery and is now a prisoner in the very jail from which the check was issued.

ARRESTS.—John Thompson alias Yellow Jenny, was arrested yesterday afternoon, by officer Cummings, on a charge of being a vagrant and having no honest means of support.

John Cox was arrested by a military guard on a charge preferred against him by Sergeant Brown of the 89th colored infantry, of stealing a gold watch and chain, on board the steamboat Saratoga.

John Charles, colored, was taken into custody by officer Farris, on Magazine street, charged by John O'Brien with furious driving and malicious mischief.

Recorder Abern will have these parties before him this morning.

RECORDER ABERN'S COURT.—The following were adjudged worthy of being entertained by the city, but worked for the benefit there of in Capt. Andross' municipal institution on Lafayette street: John Scott on a warrant for six months, James Farley, Charles O'Brien and George Walsh for a similar period.

C. Baptiste, Ed. Diggs and Martin Nimil and Henry Lewis, as vagrants, for nine days.

Richard Long, J. Douglas, George Benson and Alexander Walker for six months.

Pete Donahue and Patrick Cooney were committed for trial to the criminal court, on a charge of assault and battery.

M. A. Boswell was fined $20 for violating the ordinance in regard to carrying concealed weapons.

RECORDER GASTINEL'S COURT.—Some parties, charged with offenses against the laws of temperance, were committed to the workhouse for ordinary periods.

Mary Green, Mary Smith and Sarah McCoy, three lewd females, were fined $25 for violating a certain city ordinance.

The charge of assault and battery against J. J. Moreau, was inquired into, and the defendant was required to give bond to keep the peace during the warm weather.

RECORDER LETTER'S COURT.—Henry Johnson, colored, charged with being found on the premises of Mr. Ryder, under suspicious circumstances, was committed to the workhouse for six months.

Mary Allred, colored, was held to answer a charge of assault and battery, made against her by Louisa Smith.

Kate Spellman was held to answer a charge of assault and battery made against her by Catharine Spellman.

B. C. Madden, charged with carrying a concealed weapon, was committed for trial to the criminal court.

RECORDER VENNAR'S COURT.—Thos. Barlow was arraigned on a charge setting a dog upon the person of Mrs. Leopold, by which the boy was badly bitten. Barlow was also charged with assaulting Mrs. Leopold. The case was continued for examination.

John Johnson, colored, was arraigned on a charge of horse stealing, and was remanded to await examination.

The charge of assault and battery against John Delesy was inquired into, and the defendant was bound over in the sum of $5.

CHOICE BUTTER.—We invite the attention of the trade to the advertisement of Mr. Thos. F. Walker, Nos. 66 and 68 Gravier street, in which he announces that he has just received twenty firkins of choice Goshen butter. This butter is a delicious article, fresh as the dew of morning, as sweet as a bouquet of roses and as yellow as gold. There is nothing better in the market and buyers would do well to go and purchase a supply before it is all gone.

THE CREOLE FOR POINT CLEAR