New Orleans Republican.

OFFICIAL JOURNAL OF THE UNITED STATES

OFFICIAL JOURNAL OF NEW ORLEANS

THE COURTS.

Supreme Court of Louisiana Decisions—Judgment in a Suit Against the Mutual Aid and Benevolent Life Insurance Association of Louisiana Affirmed.

The following opinions were delivered in the Supreme Court:

Jane Wetmore vs. Mutual Aid and Benevolent Life Insurance Association of Louisiana. It is ordered, adjudgod and decreed that the judgment of the District Court be affirmed with costs. Taliaferro, J.

Urban Theurer vs. Bernard Nautre at al. It is ordered that the judgment herein be affirmed with costs. Wyly, J.

G. M. Bender vs. James T. Belknap. It is ordered that the judgment herein be avoided and annulled, and it is ordered that there be judgment in favor of the plaintiff and against the defendant for $3300, with five per cent per annum interest thereon from the twenty-seventh of October, 1865, and costs of both courts. Wyly, J.

Levy & Dieter, in liquidation, vs. Dubois, Lowe & Foley—It is ordered that the judgment herein as to the defendant, Z. Foley, be reduced to $20,656 85, and as thus amended that it be affirmed. It is further ordered that the plaintiffs pay costs of this appeal. Wyly, J.

Gardanne Casenave vs. Placide J. Spear et als—On application for hearing. Rehearing refused. Howe, J.

O. B. Graham & Co. vs. Howard & Hattier—It is ordered that the judgment appealed from be avoided and reversed, and the reconventional demand of defendants dismissed. It is further ordered that the plaintiffs, O. B. Graham & Co. have judgment as prayed for against Charles Howard and Victor Hattier, composing the firm of Howard & Hattier, defendants therein, in solido, for the sum of $4683 54, with legal interest from December 1, 1869, with costs of both courts. Howe, J.

Rehearings refused:

Mrs. George Wailes vs. Citizens' Bank of Louisiana.

Glasscock & Moore vs. William Wells.

Succession of Alexander Labry.

State of Louisiana vs. John Evans.

Jacob vs. Widow Warfield.

State ex rel. Salomon & Simpson vs. Graham, Auditor.

State ex rel. J. L. & E. H. Levy, Klein and others vs. Board of Liquidators and Fiscal Agent.

In the suit of James Wetmore vs. the Mutual Aid and Benevolent Life Insurance Association of Louisiana, Judge Taliaferro has delivered an opinion affirming the judgment of the Eighth District Court for the parish of Orleans. We subjoin the opinion:

On the third of June, 1870, the defendant insured the life of Robert Hancock Wetmore, who died on the ninth of September following. This suit is brought by the widow of the deceased to recover on the policy the sum of $2935, the amount insured for, and interest on that amount, at five per cent, from ninth November, 1870.

The answer admits that the policy of insurance was taken out as stated, but defendant avers that the insured party having failed to comply with one of the conditions stipulated in the policy the act became void, and that defendants are not bound.

The judgment of the lower court was rendered in favor of the plaintiff for the sum claimed, and the defendants have appealed.

The condition referred to in the defense reads thus: "Said Robert Hancock Wetmore hereby agrees to pay into the treasury one dollar and twenty-five cents upon the death of any member of the association within thirty days after date of said death, being notified thereof by publication in one of the daily newspapers published in the city of New Orleans, in English, German, and one in French, for five consecutive days."

The company say that this assessment on Wetmore, made on the decease of Joseph Parissy, was due and unpaid until the expiration of the thirty days, at the end of which time the policy became forfeited, so that on the ninth of September, 1870 (the day of Wetmore's death), the policy, by its terms and conditions, was null and void, and consequently no rights of any sort arose in favor of the plaintiffs. The case turns upon the solution of the question, from what day do the thirty days begin to run? If the thirty days begin to run from the first day of publication, the time had elapsed before Wetmore's death.

If the commencement be on the last day of publication the full period of thirty days did not elapse until after his death. If the time began to run from the first day of publication, why should the publication be required to be made for five days consecutively? The reason for requiring five days' publication would seem to be that this repetition of the publication for five days would be more likely to bring the parties interested knowledge of the event published than a single insertion in the gazette. Taking, then, this construction of the clause stipulating the condition as correct, the publication five times is to be considered the notice, and to be deemed equivalent to notice served personally. Therefore, the last day of publication, and not the first, is the period from which the thirty days begin to run. It was upon this, and, as we think, the correct view of the question, the judge a quo decided in favor of the plaintiff.

It is, therefore, ordered, adjudged and decreed that the judgment of the district court be affirmed, with costs.

This court now stands adjourned over to the first Monday of November next (1871.)

Sixth District Court.

Patrick Clarke, who was before this court last week on a writ of habeas corpus, has entered suit against Recorder Campbell, of the Sixth District, for five thousand dollars damages, alleging false arrest and imprisonment. He had been arrested for keeping hogs within the city limits.

Fourth District Court—Jury Cases—Charge to the Jury by Judge Theard.

Judge Theard is kept quite busy now devoting his attention to the jury cases progressing before his court, and he gives these cases, many of which involve important issues, his untiring attention. The following jury cases were fixed for trial yesterday: Boyle vs. Hefferin; Petkins vs. Buddendorff; Debliaux vs. Douglas; Tulane vs. Yale.

In the case of E. V. Fassmann vs. F. M. Fisk, Judge Theard read an interesting charge to the jury. The suit involves the lease of a large piece of property, situated on the corner of Clara and Howard streets. The defendant, Fisk, is now in the Parish Prison, where he is confined for eight days for contempt of the Sixth District Court. He was brought into the Fourth District Court under a writ *ad testificandum*. The confinement, it appears, does not agree with him. The following is Judge Theard's charge to the jury:

Gentlemen of the Jury—It now becomes my duty to charge you in relation to the law applicable to this case. The plaintiff sues the defendant to recover the sum of $1493 33 for rent of property corner of Howard and Clio streets, in this city; also for the further sum of $198 50, sheriff's costs and clerk's fees in the suit of E. V. Fassmann vs. Connolly & Hickock, No. 20,294 of the docket of this court. The plaintiff makes an agreement between Fisk and himself a part of his petition, but avers that the condition therein contained in favor of Fisk, viz: "That this agreement is only to take effect in case the United States Court decides in favor of Fisk's title to the mill," has been expressly and tacitly waived by him, and the defendant is bound, notwithstanding his agreement.

In order to constitute a lease three things are necessary: 1. The price or rent. 2. The thing or property to be leased; and, 3. The consent between the parties. If, therefore, you find that these three elements entered into the agreement between the plaintiff and defendant, you will be right in concluding that there was a contract or lease between them, and justified in bringing in a verdict for whatever sum you may find due to the plaintiff.

2. Gentlemen, the law has prescribed reciprocal rights and duties between the lessor and lessee. "The lessor is bound, from the very nature of the contract—

1. To deliver the thing leased to the lessee.

2. To maintain the thing in a condition such as to serve the use for which it is hired.

3. To cause the lessee to be in peaceable possession of the thing during the continuance of the lease—C. C. art. 2662. It is therefore your duty to ascertain, from the evidence, if the plaintiff has complied with these requirements of the law, and if not whether any of the obligations imposed upon him by law have been renounced or modified by any contract between the parties.

"The lessee is bound: First—To enjoy the thing leased as a good administrator according to the use for which it was intended by the lease. Second—To pay the rent at the terms agreed on.—C. C. art. 2680. For the purpose of enforcing the payment of rent this suit has been brought by the defendant against plaintiff."

"The lessor has for the payment of his rent a right of pledge on the movable effects of the lessee which are found on the property leased." Civil Code, article 2675.

This right includes not only the effects of the principal lessee or tenant, but those of the under tenant, and also those of third persons. Articles 2676 and 2677.

Therefore, if you find that Fassmann leased the property mentioned in his petition to Connolly, it made no difference so far as he was concerned whether Fisk was the owner of the planing mill and other movables claimed by him or not, because he could have had them seized and sold for the payment of the rent due him by Connolly.

The fact of Connolly's going into bankruptcy did not discharge the lien pledge which Fassmann had upon his property for the payment of his rent, and he could have gone to the bankrupt court and there claimed the privilege accorded him by law upon the property of his tenant or its proceeds. Instead of doing this, he avers that he made the contract mentioned in his petition with Fisk, who was then litigating the title to the property upon which he (Fassmann) had a privilege as lessor in the United States District Court.

The plaintiff has offered in evidence a contract of sale of the lease in question from Connolly to Fisk, passed before George W. Christy, notary, on ——.

He claims that he was entirely ignorant of this contract at the time he made the agreement mentioned in his petition. It is your duty, gentlemen, to examine the evidence on this point, and if you find that Mr. Fisk concealed the existence of this notarial act, or refrained from acquainting Mr. Fassmann of the contents and purport thereof, you are justified in giving the plaintiff the benefit of these facts. The law does not allow any man to enrich himself at the expense of another, and it raises a violent presumption against a party who already has obtained a transfer and sale of a lease from a tenant, to go to the owner and by misrepresentation or suppression of facts, to procure another lease upon more favorable terms.

If, therefore, you find that Fisk purchased from Connolly all his right, title and interest in the lease from Fassmann, you should hold him to the performance of the obligations of Connolly to Fassmann, chief among which was the payment of the rent of the leased premises. You will, therefore, weigh the evidence on this point, and if you come to the conclusion that Fisk availed himself of this contract with Connolly, you should hold him to the performance of all the conditions mentioned therein, because as a man binds himself he shall be bound.

In regard to the stipulation in the contract referred to in plaintiff's petition, and admitted by both parties, it is your duty to inquire: First. Whether the United States Court has decided in favor of Fisk's title to the mill. Second. Or whether Fisk has waived this condition and taken possession of the property. If so, he is liable, because you are not to presume that the plaintiff has given him the right to use and enjoy the premises in question, rent them out to others, without paying anything for this use or enjoyment. Property holders and landlords in this city are not so generous as to allow tenants to occupy their property without charging them rent, or receiving some compensation from them.

In conclusion, gentlemen, you are the judges of both the law and the facts in this case. You are authorized to believe or reject the testimony of witnesses, and find a verdict in accordance with law and justice. After all, laws are but the rules of common honesty and fair dealing among men, and if you follow what you know to be just and right, you are sure to decide in accordance with law.

Eighth District Court.

The suit of the Louisiana Levee Company vs. Dubuclet, State Treasurer, was continued indefinitely; also, the suit of the State House commissioners vs. the State Treasurer.

In the latter case, counsel for the commissioners claim that the appropriation for State House purposes comes under the head of necessary government expenses, included within the $25,000,000, by the recent decision of the Supreme Court, and therefore they claim to be entitled to their bonds.

The conclusions drawn by General Oliver, in his annual report on labor, about the farming interests of Massachusetts, are discouraging. He says:

The methods of agriculture are yet crude, though growing year by year more and more into accordance with the demands of the age. Neither capital will invest, nor intelligent labor work, at a business that yields so grudging a pittance. Small farms, like small workshops, must yield to larger enterprise. Aggregate capital will, therefore, call for congregated labor, and as the wages of a people can not be permanently reduced, machinery must and will be introduced to cheapen products and make farm labor, as it has all other, more expensive; for in farming, as in every other productive enterprise, cheap labor is dearest, and dear labor cheapest. We have said that the foreign laborer is getting possession of our badly located or sterile farms.

This is doubtless true; and if the former owners migrate westward, or bring their skill to the better lands nearer to the better markets of cities, making such change of culture and crop as the change of market may demand, it will be the better for all concerned. This done, and frequent railroad trains accommodating those whose work is in town, and decreased hours of labor, relieving and improving both city and farm laborer, should we not hear less about decaying farming towns and crowded city tenements? The demand of intelligent labor in the city for country homes is certainly a legitimate one, and its gratification need not be denied. And, on the other hand, the demands of the country laborer for the social and religious affinities of the city are equally imperative, and can be met by using the same appliances—frequent trains and reduced hours. Of course this is a work of time. It is probable that most of those who leave our farms now go to the West. There has been an extension of market gardening, but it is doubtful if thus far it has resulted in the transfer to the neighborhood of cities of the most valuable of our farm population.

The Pointe Coupee *Echo* says:

Since our last issue, we have been favored with several refreshing showers, unattended by the stormy north winds as heretofore. The winds prevailing this week have varied but little, ranging from south, southeast and east, and, as if vieing with the rains, have been quite gentle, thereby giving life and vigor to vegetation in general.

The crops of cane, cotton and corn are indeed most promising throughout the parish, and should nothing occur to mar the present prospect, the planter may look forward to an abundant yield.

We are pleased to hear, through some of the undertakers, that the large sugarhouses on the upper Chenal, recently razed to the ground by the late terrible gale, are going forward rapidly toward reconstruction.

We have just cause to rejoice, for, indeed, our good people have had many reverses for several years past. We are happy to say, also, that the best feeling exists between our planters and the freedmen, and all seem united in a general determination to make the best of the present to amend the past. These facts inspire us with the brightest hope for the future.

In the Friendly Islands, where fifty years ago there was not one native Christian, but gross and unbroken darkness, the regular attendances on public worship now exceed thirty thousand, and contributions to religious objects are over fifteen thousand dollars a year.

CORPORATIONS.

CHARTER.....CHARTER.

STATE OF LOUISIANA, CITY OF NEW ORLEANS.

Be it known that on this twenty-seventh day of May, A. D. 1871, before me, George William Christy, a notary public in and for the city and parish of Orleans, State of Louisiana aforesaid, duly commissioned and qualified, personally came and appeared the parties whose names are hereunto subscribed, and who did respectfully declare, that, availing themselves of the provisions of the laws of Louisiana, in such case made and provided, they have covenanted and agreed, and do by these presents covenant and agree, and bind themselves and those whom they represent, to form themselves into and constitute a corporation for the objects and purposes hereinafter named, and agreeably to the stipulations contained in the following articles of incorporation:

ARTICLE I.

The corporate name of this company shall be CUBA AND LOUISIANA MINING AND PAVING COMPANY. It shall have a seal, with the corporate name of the company engraved thereon.

ARTICLE II.

The legal domicile of the corporation shall be in the city of New Orleans, State of Louisiana. The charter shall remain in full force for the space and term of twenty-five years, unless sooner annulled, and the corporation shall have rights of succession. The president of the company shall be the proper officer on whom citations and other legal process shall be served, and in his absence service shall be made on the vice president.

ARTICLE III.

The objects and purposes for which this corporation is established are to work the Asphaltum Mines, on the island of Cuba, known as the "Minas de Roberts," "Minas de Rosas," and "Minas Balmasada," to ship the asphaltum to different parts of the world, and to lay pavements constructed of asphaltum in the island of Cuba and in the State of Louisiana, according to certain patents known as Van Camp and O. Hodgman's patents.

ARTICLE IV.

The capital stock of the company is hereby fixed at one million dollars, to be represented by ten thousand shares of one hundred dollars each. All stock shall be considered fully paid up at the time of subscribing, with the exception of six thousand shares, representing six hundred thousand dollars of the capital stock, which shall be issued to the owners of said mines and patents, as preferred and fully paid up stock, on their making a valid transfer and assignment of all their rights in and to the said mines, and of their rights in said patents for the island of Cuba and State of Louisiana.

ARTICLE V.

This charter may be altered or amended by the consent of three-fourths of the stock represented in a general meeting of the stockholders convened for that purpose, after thirty days' notice in two daily papers published in the city of New Orleans.

ARTICLE VI.

All powers of the corporation, except as herein limited, shall be vested in a Board of Directors, consisting of seven stockholders, each holding at least fifty shares of the capital stock of the corporation, and no stockholder shall be eligible as a director unless he has held said fifty shares in his own name at least sixty days prior to said election: Provided, however, that until the first election of directors under this charter, the Board of Directors shall be composed of the following named seven persons, viz: A. Van Camp, Thos. F. Kerr, Jas. R. Hastings, P. B. Fouke, George Herbert, A. B. Seelye and Z. Taylor; and A. Van Camp shall be president of said board, and A. B. Seelye shall be vice president of said board, who shall remain in office until their successors are duly elected in accordance with article seven.

ARTICLE VII.

On the first Monday in January, 1872, and annually thereafter (fifteen days' previous notice thereof having been given in two of the daily newspapers of the city of New Orleans), an election for directors for the coming year shall be held by the stockholders at the office of the company, and a plurality of votes, counting one vote for each share of stock voted on (either by the holder thereof or his proxy), shall be sufficient for the election of a director; and if, from any cause, said election should fail on the day appointed, the meeting of stockholders for that purpose may be adjourned fifteen days, and, if necessary, every succeeding fifteen days thereafter, notice thereof being inserted in the daily papers as above provided, until a valid election of directors is effected.

All elections shall be by ballot, superintended by three inspectors chosen by vote among the stockholders (not directors) present on the day of election.

The directors thus elected, shall, at their first meeting, choose (by a majority of the whole board) one from among themselves as president of this corporation, and one as vice president.

It shall be the duty of the president to preside at all meetings of the board. In case of his absence or inability to act, the vice president shall perform all the duties of the president, and be vested with the same powers.

At all meetings of stockholders for the election of directors or for other purposes, each stockholder shall be entitled to one vote (either directly or by proxy) for every share of the stock held by him, and for which his name appears on the books of the corporation.

ARTICLE VIII.

A majority of the board shall constitute a quorum to transact all the business of the corporation, and any director who shall fail to be be present at four consecutive meetings, without the consent of the board, shall be considered as having vacated his office. The board shall have power to fill any vacancy that may occur among the directors from death, resignation, absence or otherwise.

The board shall elect a secretary, a treasurer and all other officers, clerks and agents of the corporation which they may deem necessary; shall define their duties, fix their salaries, and remove them at pleasure.

The board may grant (for the transaction of the business of the corporation) to committees of their own body, or to their officers or agents, such powers as they may deem expedient, and may also appoint agents within and without the State of Louisiana, under such conditions as to said board may seem proper; and the board shall have full power to make by-laws, rules and regulations, and to alter and amend the same whenever they consider it necessary.

Minutes of the proceedings of the Board of Directors shall be kept by the secretary and signed by the president.

ARTICLE IX.

Whenever certificates of stock are issued to stockholders, they shall be signed by the president and the secretary. All notes, drafts, checks, contracts, and all evidences of debt, shall also be signed by the president and secretary. Books shall be kept open for the registry and transfer of shares of the capital stock of the corporation, subject to the regulations established by the board. Transfers shall be made in said books and signed by the shareholder or his attorney in fact.

All transfers of stock shall be valid and recognized by the corporation if signed on the back of the certificate by the shareholder and two witnesses.

ARTICLE X.

No stockholder in this corporation shall ever be liable or responsible for the contracts or faults of the corporation, nor shall any mere informality in organization have the effect of rendering this charter null, or of exposing a stockholder to any liability beyond the amount of his stock.

ARTICLE XI.

The liquidation of the affairs of the corporation shall be made by three commissioners, appointed by the stockholders from among their own members, at meeting convened for that purpose, after thirty days previous notice in two newspapers published in New Orleans. The duty of said commissioners shall be to liquidate finally all the business of the corporation, on such terms and in such manner as shall be determined at the meeting by a majority of the stockholders present or represented; and if, at any time prior to the termination of this charter, two-thirds of all the stockholders in number, representing two-thirds of the stock in amount, shall at any meeting of the stockholders called for that purpose, after thirty days previous notice, for the liquidation of the affairs of this corporation, and elect commissioners, and determine the mode and manner in which said liquidation is to be made, then the liquidation shall be made immediately.

ARTICLE XII.

The names of the stockholders, their residence and the number of shares held by each are declared to be such as are subscribed to this act of incorporation and set opposite each of their names respectively.

The United States internal revenue stamp of five cents per sheet required by law for this act has been hereunto duly affixed and canceled.

This done and passed in my office, at the city of New Orleans, aforesaid, on the day and date above written, in the presence of Harry T. Hays and Samuel M. Burnett, witnesses of lawful age and domiciliated in said city, who hereunto sign their names, together with the parties subscribing, and me, notary.

(Original signed) A. VAN CAMP, THOMAS F. KERR, P. B. FOUKE, Z. TAYLOR, J. R. HASTINGS, GEORGE HERBERT, SAMUEL H. HOUSTON, A. B. SEELYE, W. F. DUNHAM, HARRY T. HAYS, S. M. BURNETT, GEORGE W. CHRISTY, Notary Public.

I hereby certify the foregoing to be a true copy of the original act of incorporation extant in my office. In witness whereof I grant these presents under my signature and seal of office.

GEORGE W. CHRISTY, Notary Public.

New Orleans, May 27, 1871. my28 je4 11 18

John M. Crawford vs. Jacob Young—Sixth District Court for the parish of Orleans, No. 2493.

BY VIRTUE OF A WRIT OF SEIZURE AND SALE to me directed by the honorable the Sixth District Court for the parish of Orleans, in the above entitled cause, I will proceed to sell at public auction, at the Merchants and Auctioneers' Exchange, Royal street, between Canal and Customhouse streets, in the Second District of this city, on SATURDAY, June 24, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, with all the buildings and improvements thereon and appurtenances thereof, and all the rights, ways, servitudes, privileges and advantages thereunto belonging or appertaining, situated in the First District of this city, in the square bounded by Tchoupitoulas, St. James, New Levee and Celeste streets, and measuring sixty-three feet eleven inches and three lines front on Tchoupitoulas street, by a depth and front on St. James street of one hundred and twenty-seven feet ten inches and five lines, between parallel lines, of which two streets it forms the corner, as per plan drawn by A. Castaing, architect, dated the thirteenth of January, 1869, deposited for reference in the office of Edward Barnett, notary public in this city. Which property was acquired by said defendant, Jacob Young, by purchase from Anton Stulb, per act passed before said E. Barnett, notary, on the eleventh day of July, 1869.

Seized in the above suit.

Terms—Cash on the spot.

my23 je3 24 C. S. SAUVINET, Sheriff of the Parish of Orleans.

BANKS AND BANKING.

THE FREEDMAN'S SAVINGS AND TRUST COMPANY.

A National Savings Bank.

CHARTERED BY THE GOVERNMENT OF THE United States, March, 1865.

Thirty-three branch offices have already been established throughout the country.

Principal Office:

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NEW ORLEANS BRANCH:

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New Orleans, Louisiana.

Deposits of any amount received. All accounts strictly private and confidential. All deposits are payable on demand with interest due. SIX PER CENT interest paid or compounded, free of all taxes three times in each year. Especial advantages afforded to trustees, guardians and others having in charge trust funds; also, to societies, lodges, divisions and associations. Certificates of deposit issued, payable on demand in currency or gold, with interest due. Deposits can be made by express, or bank draft, or postal money order. Deposits received from individuals, firms, societies and corporations, subject to check at sight.

The Freedman's Savings and Trust Company was incorporated for the special benefit of the freedmen of the South, but it offers its advantages to all classes alike. As a national institution, subject at all times to the supervision of the Congress of the United States, its honesty and integrity are constantly assured.

OFFICE HOURS: From 9 A. M. to 3 P. M., and on Saturday nights from six to eight o'clock.

C. D. STURTEVANT, Cashier New Orleans Branch.

mh17 1y

LOUISIANA SAVINGS BANK AND SAFE DEPOSIT COMPANY,

No. 51.....Camp Street.....No. 51

W. VAN NORDEN, President. HENRY PEYCHAUD, Vice-President. JOHN S. WALTON, Cashier.

DIRECTORS:

W. H. Thomas, David Wallace, Henry Peychaud, Dr. W. H. Holcombe, H. J. Mullan.

Six per cent paid on savings deposits.

Safes rented, and valuables received.

Interest on bonds collected and remitted.

Persons living in the country will find this Company a safe depository for valuables, papers, etc., at a small expense. no11 1y

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AMITE CITY, LOUISIANA,

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A limited number of boarders can be accommodated with first class accommodations.

my13 1m GEORGE H. CLARKE, Manager.

SAZARAC RESTAURANT,

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The best of everything in the market, and pure Wines and Liquors, at down town prices. Table service elegant. Waiters polite and attentive. je2

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GEORGE CRONAN,

(Successor to Bennett & Lurges,)

SOUTHERN ORNAMENTAL IRON WORKS,

Corner Magnolia and Erato streets, Near Jackson Railroad Depot, New Orleans, Louisiana.

Blacksmithing and Housework in general, Vaults, Store Fronts, etc., made to order at the shortest notice.

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DR. F. B. ALBERS,

RESIDENCE NO. 85 ERATO STREET.

Office, No. 219 Tchoupitoulas Street.

Office hours from 8 to 9 A. M., and from 6 to 8 P. M.; and 31 Canal street, from 1 to 3 o'clock. de3 1y

JOHN G. ANGELL, D. D. S.,

Has returned to the city, and is prepared to perform, without pain, all operations in Operative, MECHANICAL AND SURGICAL DENTISTRY.

Office and residence 152 Julia street, near Camp, New Orleans, Louisiana. oct4 1y

DENTIST—DR. ALLEN, NO. 12 DRYADES street, near Canal, will attend personally to all those who may require his services or advice. Dr. Allen would inform his patients that the Rubber plate hereafter made will be from a new compound, free from poisonous ingredients and twice as strong as the Vermilion Rubber. Old plates made new at twenty per cent less than the usual price. se25 1y*

DOCTOR BELDEN,

HOMEOPATHIC PHYSICIAN,

Has removed his residence to the corner of St. Joseph and Magazine streets. His office remains at No. 46 Camp street.

Office hours from 9 to 10 A. M., and from 1 to 4 P. M. From 5 P. M. to 9 A. M. he can be consulted at his house, except when engaged in visiting patients. my28 1y

SWEET QUININE IS A RECENT IMPROVEment; replaces the use of the Bitter Sulphate Quinine, with which all are familiar. Dose for dose, it is warranted fully equal in every way to Bitter Quinine, and like it, is the one

GREAT, POSITIVE AND UNFAILING CURE

For all diseases of malarious origin.

FEVER AND AGUE,
INTERMITTENT FEVER,
CHILL FEVER,
REMMITTENT FEVER,
BILLIOUS FEVER,
DUMB AGUE

And the long train of disorders following these when neglected.

SWEET QUININE

Is made solely from Peruvian Bark (so is Bitter Quinine), therefore is of vegetable origin, and not a mineral poison, but, on the contrary, is proved to be one of the elements found in the blood of all healthy persons.

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Acts as an antidote to, as well as a curer for malarial or miasmatic poison, the absorption of which by the lungs causes intermittent fevers, etc. The only advantage claimed for

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over the use of old Bitter Quinine is the entire absence of that intense, persistent bitterness which, in the latter, is an insurmountable obstacle to its use with most persons, and always with children.

SWEET QUININE

Is in two forms—in powder for the use of physicians and druggists, and fluid for use in the family, and for the general public.

STEARNS, FARR & CO., my15 Manufacturing Chemists, New York.

RUPTURE CURED.—WITH AN EXPERIENCE of more than twelve years' practice in the treatment and cure of RUPTURE and HERNIA, I will guarantee more perfect relief, comfort and security, and a more rapid improvement than can be obtained of any other person or appliance in the South, without regard to the age of the patient, or length of time afflicted. Also, instruments for the cure of every species of human deformity on hand or made to order.

Call or address, with stamps, for circular, Dr. T. ST. C. FERRIS, office No. 16 St. Charles street, up stairs. Hours from 10 A. M. to 4 P. M. my31 1y

$1000 REWARD.

DEBING'S VIA FUGA cures all Liver, Kidney and Bladder Diseases, Organic Weakness, Female Afflictions, General Debility, and all complaints of the Urinary Organs, in male and female; $1000 will also be paid for any case of Blind, Bleeding or Itching Piles that DEBING'S PILE REMEDY fails to cure. Sold everywhere. Send for Pamphlet.

Laboratory No. 142 Franklin street, my11 d&w1y Baltimore, Maryland

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BARNES' HOTEL.

MISSISSIPPI CITY, MISSISSIPPI,

J. D. Mayer & Co., Proprietors.

This long established seaside resort will be opened for the reception of visitors on the

FIFTEENTH INSTANT.

This is the largest hotel on the coast, capable of accommodating five hundred persons, is beautifully situated on the Gulf shore, with large grass lawns, well shaded by live oaks, etc., and in point of natural beauty is unsurpassed by any in the South. The house will be supplied with the best the markets afford; also, fish and oysters in abundance. The bar is furnished with the choicest liquors, wines and cigars. The music will be from the band of the French Opera of New Orleans. New slate billiard tables, ten pin alleys, etc. Picnic parties will find good accommodations. Particular attention will be given to the wants and comfort of children; the place is well suited to their pleasure and recreation.

N. B.—The hotel is situated half way between Mobile and New Orleans. Parties coming by railroad must be careful to inquire for Barnes' Hotel Station, half mile west of the main depot. This station has been given by the railroad company for the convenience of the house, and is not a hundred yards from it.

Major W. A. Hurd has charge of the office, and will welcome his numerous friends. my9 1m

AUCTION SALES.

By A. Huston.

HORSES AND MULES.

Tri-weekly sales of fine saddle and harness horses work mules, top and open buggies, harness, etc., at auction.

BY A. HUSTON, AUCTIONEER — OFFICE No. 199 Gravier street—Will be sold on TUESDAY, THURSDAY and SATURDAY of every week, at eleven o'clock A. M., at stables corner of Gravier and Baronne streets—

Fine saddle and harness HORSES and MARES, good work MULES, new and second-hand top and open buggies, wagons, etc. Out door sales attended to.

Terms—Cash in United States treasury notes. je1 1m

By C. E. Girardey & Co.

PROPERTY ON POYDRAS AND HOWARD STREETS.

SALE IN PARTITION.

MRS ALEXANDER TAYLOR, LATE WIDOW OF Michael Downey, vs Hugh McCloskey, under tutor of the minors Richard James and Mary Eliza Downey.

Second District Court for the parish of Orleans—No. 34,564.

BY C. E. GIRARDEY & CO., AUCTIONEERS—Nicholas J. Hoey, Auctioneer—Office No. 17 Exchange Place—SATURDAY, June 24, 1871, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, by virtue of two judgments rendered by the honorable the Second District Court for the parish of Orleans, on the ninth and nineteenth days of May, 1871, will be sold by public auction, in order to effect a partition in the above entitled matter—

TWO LOTS OF GROUND, with all the buildings and improvements thereon, in the First District of this city, in the square bounded by Poydras, Lafayette (late Hevia), Liberty (late St Paul) and Howard (late Gironde) streets, and designated as lots Nos. 4 and 9 of said square.

Lot No. 4 measures 26 feet 10 inches and 5 lines front on Poydras street, by 110 feet in depth, between parallel lines. The improvements comprise a one-story and attic frame cottage, with front gallery, hall and three rooms; a two-story wing to the extent of six rooms (this portion damaged by fire); yard paved, bath house, hydrant, etc. The property is known as No. 308 Poydras street.

Lot No. 9 measures 27 feet 11 inches and 5 lines front on Howard (late Gironde) street, by 107 feet 10 inches in depth, between parallel lines. On this lot is a one-story building and shed, known as No. 180 Howard street.

Terms—One-third cash, the remainder at one and two years credit in notes of the purchasers, bearing interest of eight per cent per annum from date of sale until final payment, with the penal clause of five per cent attorney's fees in event of suit to enforce payment of the notes, to be secured by special mortgage and vendor's lien on the property sold, the improvements to be kept insured and policies transferred to holders of notes, and purchasers to assume payment, over and above their bids, of all taxes for 1871.

Acts of sale and United States stamps, at the expense of the purchasers, before W. J. Castell, notary public. my21 je3 10 17 24

CRESCENT CITY RAILROAD STOCK, CITY BONDS, ETC.

SUCCESSION OF CAIRNCROSS NESBITT.

Second District Court for the parish of Orleans—No. 33,988.

BY C. E. GIRARDEY & CO., AUCTIONEERS—Nicholas J. Hoey, auctioneer—Office No. 17 Exchange Place—SATURDAY, June 10, 1871, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal, between Canal and Customhouse streets, by virtue of an order of the honorable the Second District Court for the parish of Orleans, dated May 12, 1871, will be sold by public auction, for account of the succession of Cairncross Nesbitt, the following described property, to wit—

1. ONE HUNDRED AND FIFTY SHARES of the capital stock of the Crescent City Railroad Company.

2. THREE CONSOLIDATED BONDS of the city of New Orleans, for the sum of $1000 each, Nos. 4209, 4210 and 4212.

3. THREE BONDS of the city of New Orleans, for the sum of $1000 each, bearing interest at the rate of seven per cent per annum, payable semi-annually in January and July.

4. A PROMISSORY NOTE of Ann Waters, dated January 27, 1863, payable one year after date, for the sum of $1600, with interest of eight per cent from date.

Terms—Cash. my23 je3 4 10

CHOICE CANAL STREET PROPERTY,

CORNER OF JOHNSON STREET.

SUCCESSION OF OCTAVE H. DESFORGES.

C. M. TARUT, TUTOR, VS. MR. AND MRS. H. ROLLING.

SALE IN PARTITION.

Second District Court for the parish of Orleans, No. 34,435.

BY C. E. GIRARDEY & CO., AUCTIONEERS—Nicholas J. Hoey, auctioneer—Office No. 17 Exchange place—SATURDAY, June 24, 1871, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, by virtue of a judgment of the honorable the Second District Court for the parish of Orleans, rendered May 19, 1871, in the above entitled matter, will be sold by public auction, in order to effect a partition, the following described property, to wit—

TWO LOTS OF GROUND, in the First District of this city, in the square bounded by Canal, Jackson (now Gasquet), Prytania and Johnson streets, designated as lots Nos. 9 and 10 on a plan annexed to an act before Theo. Guyot, notary public, on May 29, 1857. Said lots adjoin each other, and measure as follows, in American measure, to wit:

Lot No. 9 has 29 feet 8 inches and 7 lines front on Canal street, by 159 feet 10 inches and 3 lines in depth, between parallel lines; and lot No. 10 has 29 feet 9 inches and 4 lines front on Canal street, by 159 feet 10 inches and 3 lines in depth and front on John son street, and forming the corner of Canal and Johnson streets. The improvements on said lot comprise a small one-story house on the rear of the lots, curb and brick banquettes on both streets, and lots under a good fence.

Terms of sale—Two-eighths in cash, and the remaining six-eighths on a credit of one, two and three years in notes of the purchaser bearing interest of eight per cent per annum from date of sale until final payment, with penal clause of five per cent attorney's fees, in event of suit to enforce payment of the notes, and secured by special mortgage and vendor's lien on the property sold, and purchasers to assume payment of all taxes for the year 1871.

Acts of sale and United States stamps at the expense of the purchaser, before A. Doriocourt, notary public. my23 je3 10 17 24

By Louis Stern & Bros.

EIGHT HUNDRED CASES BOOTS, SHOES AND BROGANS.

BY LOUIS STERN & BROS.—M. STERN, Auctioneer — FRIDAY, June 2, 1871, at 10 o'clock A. M., at their salesroom No. 16 Chartres street, will be sold without limit or reserve—

800 CASES BOOTS, SHOES AND BROGANS, comprising an assortment suitable for men's, boys', ladies', misses' and childrens' wear, and suitable for city and country trade

Terms—At sale. de 28

By E. A. Deslonde.

SUCCESSION OF WILLIAM G. BROTHERS.

Second District Court for the parish of Orleans, No. 29,499.

BY E. A. DESLONDE, AUCTIONEER—Office No. 9 Union street—THURSDAY, June 29, 1871, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, by virtue and in pursuance of an order of the Honorable Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, dated May 25, 1871, will be sold, for account of the succession of William Brothers, deceased—

A LOT OF GROUND, situated in Constance street, described as a certain lot of ground situated in the suburb Lacoste, in square No. 39, bounded by Constance, Basin, Edward and Annunciation streets, measuring, in English measure, 34 feet front on Constance street by 100 feet in depth, between parallel lines, being composed of the whole of lot No. 22 and a strip of 9 feet taken from lot No. 21, in said square 39, as per plan of C. F. Zimple, dated third January, 1833, and deposited in the office of Jules Mossy, notary. Together with all the improvements thereon.

Terms and Conditions of Sale—Three thousand ($3000) dollars cash in United States treasury notes, balance on a credit of one and two years, in the notes of the purchaser, bearing eight per cent interest from date until final payment; payable to his own order, and by him indorsed, the notes to be secured by special mortgage upon the property, and the mortgage to contain the clause of five per cent for attorneys' fees in case of suit to enforce payment; the buildings to be insured to the amount of the notes and the policy of insurance to be transferred.

my27 je3 10 17 24 29

AUCTION SALES.

By Charles E. Fortier.

VALUABLE PROPERTY, NO. 166 ST. FERDINAND STREET.

BY CHARLES E. FORTIER, AUCTIONEER, Office No. 25 Exchange place—SATURDAY, June 3, 1871, at 12 M., will be sold at the Royal Street Auction Exchange, corner of Royal and Conti streets—

A LOT OF GROUND in square No. 15, bounded by St. Ferdinand, Port Urquhart and Morales streets, and designated as lot No. 12, and measures 28 feet 7 inches and 4 lines front on St. Ferdinand street, by 131 feet 6 inches and 2 lines in depth, together with all the buildings and improvements thereon.

Terms—One-half cash, balance at one year, for note with mortgage and eight per cent interest; five per cent attorney's fees in case of suit; buildings insured and policy transferred;