New Orleans Republican.

OFFICIAL JOURNAL OF THE UNITED STATES

OFFICIAL JOURNAL OF NEW ORLEANS

THE COURTS.

United States District Court.

A panel of thirty-six petit jurors was ordered to be drawn, and Messrs. John R. Clay and Robert Watson, freeholders, were appointed to assist in forming the panel.

Supreme Court.

Not in session. Quite a number of decisions will be rendered to-day.

Superior District Court.

The case of Judge Bonner, contesting the seat of Hon. B. L. Lynch, judge of the Fourth District Court, absorbed most of the time of this court to-day.

Second District Court.

In the succession of Mary Carrol, deceased wife of John M. Shafer, Judge Tissot rendered a most exhaustive opinion yesterday on a question that was urged by William Carrol, brother of the deceased, who alleges that the will left by his sister is null and void, and of no effect. Among other causes of nullity put forward by Carrol, he lays great stress on the following:

The will states "that the said tutrix, being illiterate, has made her mark." This, he contends, is insufficient, as the Civil Code specially instructs "that the testament should be signed by the testator. If he declares that he knows not how to sign, express mention of his declaration, as also the cause that hinders him from signing, must be made in the act."

The court cites many instances and much law bearing directly on the point, showing that this article in the will does not fulfill the requirements of law; that a man can be illiterate and yet know how to sign his name.

Bouvier's Law Dictionary defines the word illiterate as "unlettered," which definition does not exclude the idea that an illiterate person could write his name. The judge, therefore, ordered that there be judgment herein, annulling and canceling the will of Mary Carrol, passed before Edward Barnett, notary, on the second day of May, 1869, and decreeing the same to be void and of no effect, and the opposition of John M. Shafer to the demand for the administration hereof maintained, in so far as its decree that there is no necessity for an administration hereof, reserving the rights of all parties to such proceedings as they be entitled to herein for the protection of their interests.

The successions of Joseph Raynor, Cuthbert H. Slocomb, Eugene Leicher and Mrs. Prosper Rideau have just been opened in this court.

Fourth District Court.

The following important decision was rendered by Judge Lynch yesterday:

Payne, Huntington & Co., vs. George W. Turner.—This action was instituted by the late commercial firm of Payne, Huntington & Co. against George W. Turner, a resident of France, for the sum of $3379 80, with interest from December 19, 1871. The indebtedness is alleged to be for moneys and supplies advanced by plaintiffs during the year 1869, for the cultivation of Point Pleasant plantation, the property of George W. Turner, situated in Tensas parish, in this State. Plaintiffs aver that said moneys and supplies were furnished at the solicitation and upon the credit of said Turner, and upon his promise that the crop raised upon the plantation during the year aforesaid would be consigned to said firm for sale, and the proceeds applied to the payment of those advances and supplies; that, notwithstanding said promise, the said George W. Turner took possession of all the crop raised upon said plantation during said year, and, with the exception of two bales of cotton which were consigned to petitioners, converted the whole to his use and benefit, and did not ship or permit the same to be shipped to plaintiffs, and that, after amicable demands, the said Turner refuses to pay.

Defendant denies any indebtedness to the plaintiffs. He says he is the owner of the said plantation, but that he did not cultivate it during the year 1869; that on the twenty-eighth of December, 1868, he leased the plantation to his son, Ernest Turner, for one year commencing January 1, 1869, which contract of lease was in writing, and duly recorded in the parish of Tensas; that the plaintiffs had notice thereof; and with full knowledge of the facts made their advances to said lessee. Defendant goes on to deny in detail every circumstance and fact having any tendency to show his liability for the demand of plaintiffs.

The case was tried before Judge Bonner, who rendered judgment for plaintiffs. It is now before me on a rule for a new trial taken by defendant's counsel.

A written agreement between George W. Turner and his son, Ernest Turner, is in evidence. It purports to be a lease of the plantation above referred to by the defendant to the latter, for and during the year 1869, at a rent of $5000. It provides that the son shall cultivate the plantation at his own expense, and to be subject to the inspection of the father, who was to have the right to visit and remain on the place as long as he might deem fit. The levees were to be kept in good order, and the buildings were to be repaired at the expense of the lessee, who was also required to keep a set of books of plantation expenses, subject to the inspection of the lessor. The plantation was not to be responsible for any debt or debts contracted by the said Ernest Turner.

Mr. Payne, one of the plaintiffs, says in his testimony: "George W. Turner came into our office with his son, Ernest Turner, and spoke to me and my partners, telling us that he came to ask us to furnish the plantation what supplies were needed for the current year. It was in the month of February, I believe. We stated to him that we were not in the habit of advancing without cotton in hand; then he said we will not require much; it is for the negroes that must have something. He stated in the course of the conversation that the plantation was to be cultivated by negroes, but that they could not get along themselves without being furnished. He said that his son would be up there to manage the place, and he wanted us to furnish the supplies; that it would not be much, and we concluded to do so. He referred to his taxes, but he said he did not think we would be called upon to pay. At any rate, he said, he would leave his son there, and whatever his son required he hoped we would furnish it. His son was present, but he had nothing to say at all. He remarked that he was going to send his son up there to try his hand to manage the place. He said his son was young, and he wanted us to furnish him, and that he would charge his son to make as little demand as possible, but what he did require, he wanted us to furnish. I never saw Mr. Ernest Turner before that time. His father told me he was his son. He directed us to fill the orders of Ernest Turner. We received an order from Ernest Turner in which he told us that the things he wanted were for himself and not for the plantation, and we refused to fill the order when he specified that it was for himself. I did not know his condition to pay, and I did not like to credit him. We paid the item of $321 85 for taxes for defendant. All the items charged here were paid. They consist of things purchased for the plantation, such as mules, plantation supplies, and various other things."

W. H. Dameron says: "George W. Turner wanted us to fill the orders made by his son, and the cotton made on the place should be shipped to us. Nothing passed leading us to suppose that his son was there in any other capacity than as the manager of the place for his father, and advances were made solely on the credit of Mr. George Turner, and, as we supposed, for his account, and on his promise that the crop should be shipped to us. We never knew that Ernest Turner rented the place, or was conducting it in any other capacity than as manager for his father, George Turner. Neither of them told us or intimated such a thing, in any way."

The defendant, examined under a commission, testifies that he did not cultivate Point Pleasant plantation in 1869; that he leased said plantation for the year aforesaid to Ernest Turner for $5000; that he did not solicit advances for Ernest Turner; he had no control over the crop raised on said plantation in 1869; that he did not receive that crop or convert it to his own use; that he knows nothing of any mules, supplies, rations or advances said to have been furnished the lessee by the plaintiffs. The plaintiffs have no account against the Point Pleasant plantation. The money advanced for the payment of the tax bill should have been placed to Ernest Turner's account. I never ordered Payne, Dameron & Co. to pay the tax bill; I believe that the plaintiffs paid this draft nearly one month before they received a letter from me."

A letter to plaintiffs from defendant, dated Nice, July 6, 1869, is in evidence. The writer says: "When I left Louisiana last winter I was under the impression that I had paid the taxes due on my plantation, as I was told by the sheriff of the parish that nothing more would be called for before next October. Within a short time several notices have been presented to my son on the plantation. You will very much oblige me if you will arrange this business for me; you will be repaid out of the present crop, which, I am glad to hear, looks very well. Should the crop, however, be so injured as to turn out less than we now anticipate, I will pay the sum advanced by you for this purpose early in November, at which time I expect to be in New Orleans."

The foregoing is the material evidence adduced for and against the demand of the petitioners in this cause. The plaintiffs are merchants of well known probity and integrity, and one of them (Mr. Payne) says that he never heard a word against the character of the defendant for morality and veracity, and he always regarded Mr. Turner as a high-toned, honorable gentleman.

A statement dated December 19, 1871, signed by Ernest Turner, is in the record. It was offered in evidence by plaintiff's counsel, but objected to by the defense, and ruled out by the court. That statement I decline to take into consideration, as a decision in this matter can be arrived at without any regard to that evidence, whether it be admissible or not.

There is no doubt that the moneys and supplies were furnished to the amount alleged in plaintiff's petition, and were used for and enured to the cultivation of the Point Pleasant plantation, under the management of Ernest Turner, and the issue presented to me to pass upon is simply whether it was the defendant or his son to whom the plaintiffs gave credit, and furnished the moneys and supplies in question.

Able and earnest efforts were made in the argument of this case by defendant's counsel to show that this action was virtually for the purpose of compelling George W. Turner to pay the debt of Ernest Turner, and that the act of 1858 expressly forbids the reception of parole evidence going to show the promise of one party to pay the debt of another. It was also urged by the same counsel that the firm of Payne, Huntington & Co. had always kept their accounts with Ernest Turner; that their bills were furnished to him, and that it was only after his failure to pay that his name was erased from the books of the plaintiffs, and the bills furnished by them, and the name of G. W. Turner substituted therefor.

There is no allegation in the petition that the defendant promised to pay the debt of another, and there being no such allegation, no attempt was made by parole or other evidence to prove it. The allegation is that he himself contracted the debt, for his own benefit and use, and such being the case, parol proof would be sufficient to prove that fact. It seems to me that the evidence of the partners Paine & Dameron conclusively establish that they furnished their money and merchandise to George W. Turner, and to him alone, and that they never regarded his son in any other light than as his manager and agent; that so far from any express or implied credit being given by them to the younger Turner, in the premises, they expressly and positively refused to credit him in even a small amount, when he sought the same is in his individual name, and on his personal responsibility. A legal accountability had attached to the defendant before the firm of Payne, Dameron & Co. presented their bills to his son for payment. Such responsibility was created when, after having solicited and contracted for the moneys and supplies, he or his manager received the same from the plaintiffs. That payment was demanded of the manager and refused did not preclude the creditors from afterward making a demand on George W. Turner, the real and only debtor.

The defendant, in his evidence, contradicts the testimony of Messrs. Payne and Dameron. This may be all right, natural and correct, but when he contradicts his own testimony, as he certainly does, he is not correct, though he may be honest in his statements; and such contradictory statements can not dissipate or even weaken the evidence of the plaintiffs. He says, in his evidence given at Nice, "I never ordered Payne, Dameron & Co. to pay the tax bill; I believe that the plaintiffs paid this draft nearly one month before they received a letter from me." In the letter of the sixth of July to plaintiffs, he says, in speaking of the demand made on him for taxes, "You will very much oblige me if you will arrange this business for me." Here is a glaring contradiction. And again, he says, "You will be repaid out of the present crop." Out of what crop? The crop of the lessee? What right had he to pay his debts out of the crop of his son, if the latter was the lessee of Point Pleasant plantation at a rent of $5000 for that year? That the plaintiffs had anticipated his instructions in regard to the payment of his tax bill does not show that such instructions were not given. It shows that the firm was dealing with him, and caring for his interests while he was away in Italy. The defendant lays great stress on his contract of lease, and attributes to himself an entire immunity from responsibility because of that instrument. This lease was not known to the plaintiffs. But suppose they had known all about such lease, this would not prevent the defendant from being responsible for moneys and supplies ordered and solicited by and furnished to him, whether he afterward appropriated them to himself or gave them to another person. If it be true, as the father testifies, that he and his son were acting toward each other as lessor and lessee; that the former gave the latter the use of the plantation for one year for $5000, as though they were strangers dealing with each other, what means the promise, written at Nice, to pay his creditors out of the crop of a tenant and lessee, over which he swears he had no control, being entitled only to his rent? Various interesting legal questions were attempted to be engrafted upon this case during the argument of it by the learned counsel of each party. I am of opinion that the case presents only a question of fact, and that question once settled, the legal results growing out of it are easily seen. Plaintiffs have established the allegations of their petition beyond a doubt. I have carefully and diligently examined the case, and such examination has convinced me of the right of plaintiffs to recover. I concur in the opinion and judgment rendered by Judge Bonner, who tried this case. His judgment is, in my opinion, in conformity with the law and the evidence. I see no reason to grant a new trial.

Let the rule be dismissed.

Fifth District Court.

Judge Cullom yesterday rendered the following decision, of interest to builders, mechanics and contractors:

Richards & Co. vs. James McClosky and Mrs. Murdy.—The petitioner alleges that McClosky was a builder, and that they contracted with him to furnish the house and premises of Mrs. Murdy, situated in this city, at No. 331 Constance street, on which McClosky had contracted to do certain work, with sashes, blinds and frames for them, in accordance with an annexed detailed bill made out against said James McClosky, and amounting to $150. He further alleges that these articles were to have been paid for on delivery. That they were delivered and accepted by McClosky, who repeatedly promised to pay for them. That the articles were used in the building and premises owned by Mrs. Murdy, and above described. That knowing Mrs. Murdy had money in her hands belonging to McClosky, and failing to receive the amount from him, served an attested account, as annexed, on Mrs. Murdy, on or about the sixth of September, A. D. 1872, Mrs. Murdy having funds in her hands belonging to McClosky. The attested account was recorded in the mortgage office for the purpose of retaining the lien and privilege upon Mrs. Murdy's property. He prays for judgment in solido against McClosky and Mrs. Murdy, and for a recognition of lien and privilege on Mrs. Murdy's said premises.

Mrs. Murdy appears and, answering to the plaintiff's demand, says: She contracted with McClosky to repair her house, for which she stipulated to give him $1685. He was to complete the work within seventy days; that he abandoned it about the twentieth of August, 1872, in an unfinished condition; that it cost her $975 to finish the work McClosky contracted to do; that when he abandoned the work nothing was due him. The proof corresponds with defendant's allegations as to abandonment by McClosky, and it shows that Mrs. Murdy advertised for lowest bidders to finish the work undertaken by McClosky, the lowest being $975. It shows, also, that she had paid McClosky at different times about $790. That there was no stated period at which she was to pay, but, on the contrary, that she was to pay from time to time as McClosky might require.

Richards & Co. called on Mrs. Murdy after McClosky had abandoned the work. His materials were not all used, the greater part being on hand. Mrs. Murdy was informed that plaintiffs had furnished them. They were subsequently used in the building. This suit is brought to recover their value of McClosky and Mrs. Murdy in solido, with recognition of privilege, etc., on the building.

A few leading facts determine the merits of the case.

The plaintiffs allege that they sold James McClosky the articles mentioned in the bill; they made out the bill against him, they allege that he was to have paid for them on delivery, and that he repeatedly promised to pay for them. As it is shown that there was no particular time when Mrs. Murdy was to pay McClosky, and that she did pay him about $790 during the time he worked on the premises, it is fair to conclude that in making these payments they went to the furnishing of materials to be used on her premises. She knew not but the bill sued on had been paid, as McClosky had obligated himself to complete everything in seventy days from June 6, 1872. She appears to have had no intimation of the facts alleged in the petition as to McClosky's indebtedness, until after he had received more money than was actually due him, and had abandoned the work. At the time of the abandonment, Mrs. Murdy did not owe McClosky anything. She contracted to give $1680 to complete the work and has paid more in consequence of the failure of McClosky to comply with his contract. Should she still be compelled to pay more, when it is shown that she had nothing to do with McClosky's contract in the premises? Having been paid for all the work he did, and having abandoned its further completion, thereby compelling Mrs. Murdy to hire some other person to do it, the question is, Did McClosky have any privilege on the premises?

I think not. And yet, unless he had a privilege, those who supplied him with materials can have none. The rights of such persons are payable out of any subsequent payments which may be exigible. It does not appear in this case that Mrs. Murdy departed from the terms of her contract in making her advances or payments to McClosky, and therefore the court can not consider them as having been made in anticipation to him. The plaintiffs contracted with the undertaker, McClosky, and he having been paid according to contract, and not in bad faith (which is presumed whenever payments are made in anticipation as contemplated by article 2774, C. C.), they have no right of action against the owner, Mrs. Murdy. C. C., 2773; Hen. Dig., p. 1251, No. 10.

AMUSEMENTS.

St. Charles Theatre.

The Martinetti-Ravel grand double combination will repeat "Duchalmue" this evening, and the ballet pantomime of "Stella." The whole to conclude with "Pat-a-Cake."

Academy of Music.

This evening the grand romantic drama, written expressly for Mrs. D. P. Bowers, entitled "Marie Antoinette, Queen of France," will be repeated. To-morrow evening, the great sensational drama of "Camille."

Varieties Theatre.

Mlle. Marie Aimee, the queen of opera bouffe, and her new Parisian company of sixty-five artists, will appear in "Le Petit Faust." Mlle. Aimee taking the role of *Mephisto.*

Masonic Hall.

Blind Tom, the wonderful pianist and most remarkable musical prodigy, will give his second concert at Masonic Hall this evening.

Meteorological and River Report.

The signal service, United States army, reports, for the benefit of commerce, the meteorological record, and rise or fall of the rivers, at 3:41 P. M., local time, yesterday, as follows:

Place.	Ther.	Wind.	Weather.
Cairo	40	S. E.	Cloudy.
Chicago	42	S. E.	Fair.
Cincinnati	44	S.	Cloudy.
Davenport	45	E.	Cloudy.
Galveston	61	S. E.	Fair.
Indianola	[illegible]	S. E.	Fair.
Keokuk	44	S. E.	Fair.
Leavenworth	61	S. W.	Fair.
Louisville	47	S. E.	Cloudy.
Memphis	61	S.	Fair.
Nashville	48	S. E.	Fair.
New Orleans	66	S. E.	Fair.
Omaha	57	S.	Clear.
Pittsburg	50	W.	Cloudy.
Shreveport	70	S.	Clear.
St. Louis	45	S. E.	Fair.
St. Paul	40	S. E.	Cloudy.
Vicksburg	63	W.	Cloudy.

THE RIVERS.

Stations.	Rise, inches.	Fall, inches.	Above low water mark, Ft.	In.
Davenport			4	4
Keokuk	River gorged.			
Cairo	..	..	35	3
St. Louis	..	..	12	3
Pittsburg	..	..	15	6
Cincinnati	16	..	37	1
Louisville	..	..	15	1
Memphis	..	..	25	6
Vicksburg	..	..	24	4
Shreveport	7	..	12	6
Nashville	..	..	36	7

The river here is eleven feet eight inches below high water mark of 1871.

The Temperature.

Mr. Louis Frigerio, No. 50 Chartres street, reports the weather for Sunday and yesterday as follows:

	8 A. M.	2 P. M.	6 P. M.
February 16	59	66	62
February 17	52	65	64

Lowest point during the night of February 16, 52°.

BUSINESS CHANGES.

COPARTNERSHIP.—THE UNDERSIGNED have this day entered into partnership under the firm name of CHASE & ESTLIN, for the purpose of conducting the cotton picking business in this city. We have every facility for picking, baling and repairing cotton, and will give the business our undivided attention. We respectfully solicit a share of public patronage.

C. H. CHASE,
R. W. ESTLIN.
fe12 1m

NOTICE..........NOTICE.

The death of Mr. CUTHBERT H. SLOCOMB will cause no change in the style of our firm, which will be continued as heretofore.

SLOCOMB, BALDWIN & CO.
New Orleans, February 4, 1873. fe4 1m

FOR RENT.

FOR RENT.—THE CONTINENTAL HOTEL, corner of Carondelet and Julia streets. This hotel is just now being finished, has 102 rooms and stores, built expressly for the traveling public, on the European plan, located next to the Exposition building.

To any person having means to furnish the above hotel in proper style a liberal lease for a term of years will be granted.

Also, stores to let.
Apply to GEORGE W. SOPER,
fe14 1m eod New Orleans.

FOR RENT—A RAISED COTTAGE (IN THE Sixth District), on Valence street, between Constance and Laurel, containing six rooms, front and side galleries, wood shed, large yard. Will be rented cheap. Apply on the premises, or address letter "C," this office. fe12

HOUSE FOR RENT AND FURNITURE for sale.—A comfortable two-story house, eligibly located on Camp street, with everything complete for housekeeping, and all in good order being nearly new, will be sold in block to a purchaser for his own use. The establishment is complete in all departments, having been selected by its owner for use. Will be sold on account of bad health. Furniture dealers and vendors need not apply. Address HOUSE, at this office. ja4

FOR RENT—ROOMS WITH OR WITHOUT board, in suites or single. Also, a few day boarders taken. Apply at No. 217 Camp street, near St. Joseph. de8

LOTTERIES.

LOUISIANA STATE LOTTERY

ON THE

COMBINATION PLAN.

DRAWS DAILY.

CAPITAL PRIZES

$6000,

$5000,

$4500.

All orders should be addressed to the Manager's office, corner of St. Charles and Union streets, New Orleans.

TICKETS ONLY ONE DOLLAR;

Shares in Proportion,

Sent to any address on receipt of the price of tickets or fractions.

THE POLICY PLAN

ALSO

DRAWN DAILY.

BEWARE OF BOGUS LOTTERIES.
de24 1y

DRAWING OF THE LOUISIANA STATE LOTTERY FOR FEBRUARY 17, 1873.

CLASS 40.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
46	70	45	9	70	59	41	72	8	22	52	62	—	—

The above drawings are published in the principal papers, and are drawn in public daily at the rooms of the company.

Witness our hands at New Orleans, Louisiana, this seventeenth day of February, 1873.

H. PERALTA,
ADAM GIFFEN,
Commissioners.

BEWARE OF BOGUS LOTTERIES. au22

U. S. MARSHAL'S SALES.

Althof Bergmann & Co. vs. Charles Guerineau; Henry Besela vs. Charles Guerineau—Nos. 6859 and 6862.

IN THE UNITED STATES CIRCUIT COURT FOR the Fifth Circuit and District of Louisiana.—By virtue of two writs of fieri facias to me directed in the above entitled suit, I will proceed to sell to the highest bidder, on MONDAY, February 24, 1873, at twelve o'clock M., at the store No. 130 Royal street—

THE CONTENTS OF SAID STORE, consisting of toys and fancy goods, as per inventory on file at this office.

Terms—Cash on the spot.

United States Marshal's office, New Orleans, twelfth day of February, 1873.

S. B. PACKARD,
fe12 14 15 18 21 23 United States Marshal.

S. D. Moore et al. vs. Steamboat Muta—No. 10,066.

IN THE UNITED STATES DISTRICT COURT District of Louisiana.—By virtue of a writ of venditioni exponas to me directed in the above entitled suit, I will proceed to sell to the highest bidder, on MONDAY, February 24, 1873, at twelve o'clock M., at the entrance to the Customhouse, in New Orleans—

THE STEAMBOAT MUTA, her boats, engines, tackle, apparel, etc., as she now lies at Berwick City, Louisiana.

Terms—Cash in United States funds at time of sale.

United States Marshal's office, New Orleans, seventeenth day of February, 1873.

S. B. PACKARD,
fe18 19 20 21 24 United States Marshal.

SUCCESSION NOTICES.

Succession of Emma V. Bennett—No. 36,102.

SECOND DISTRICT COURT FOR THE PARISH OF Orleans.—Whereas, John M. Gould has petitioned the court for letters of administration on the estate of the late Emma V. Bennett, deceased, intestate. Notice is hereby given to all whom it may concern, to show cause within ten days why the prayer of the said petitioner should not be granted.

By order of the Court.
fe18 22 26* FRANK PACE, JR., Clerk.

Succession of Mary Haley—No. 36,094.

SECOND DISTRICT COURT FOR THE PARISH OF Orleans.—Whereas, Nicholas Ferguson has petitioned the court for letters of administration on the estate of the late Mary Haley, deceased, intestate. Notice is hereby given to all whom it may concern, to show cause within ten days why the prayer of the said petition should not be granted.

By order of the Court.
fe12 16 20* FRANK PACE, JR., Clerk.

Succession of H. F. McKenna—No. 20,412.

SECOND DISTRICT COURT FOR THE PARISH of Orleans.—Notice is hereby given to the creditors of this estate and to all other persons herein interested, to show cause within ten days from the present notification, if any they have or can, why the account presented by J. H. Foley, executor in this estate should not be homologated and approved, and the funds distributed in accordance therewith.

By order of the Court.
fe16 19 23* FRANK PACE, JR., Clerk.

Succession of Ferdinand Nolting—No. 35,294.

SECOND DISTRICT COURT FOR THE PARISH of Orleans.—Notice is hereby given to the creditors of this estate and to all other persons herein interested to show cause, within ten days from the present notification, if any they have or can, why the account presented by the testamentary executor in this estate should not be homologated and approved, and the funds distributed in accordance therewith.

By order of the Court.
fe16 20 24 FRANK PACE, JR., Clerk.

Succession of Caroline Gay, deceased wife of Henry Hoffner—No. 35,227.

SECOND DISTRICT COURT FOR THE PARISH OF Orleans.—Notice is hereby given to the creditors of this estate and to all other persons herein interested, to show cause within ten days from the present notification, if any they have or can, why the account presented by the tutor and testamentary executor in this estate should not be homologated and approved, and the funds distributed in accordance therewith.

By order of the Court.
fe16 20 24 FRANK PACE, JR., Clerk.

Succession of B. G. Davenport—No. 35,254.

SECOND DISTRICT COURT FOR THE PARISH of Orleans.—Notice is hereby given to the creditors of this estate and to all other persons herein interested, to show cause within ten days from the present notification, if any they have or can, why the account presented by the testamentary executors of this estate should not be homologated and approved, and the funds distributed in accordance therewith.

By order of the Court.
fe 6 9 23* FRANK PACE, JR., Clerk.

Succession of Henry Degro and Marie Bandy, his wife—No. [illegible].

SECOND DISTRICT COURT FOR THE PARISH of Orleans.—Whereas, Henry Degro has petitioned the court for letters of administration on the estates of his deceased parents, Henry Degro and Marie Bandy. Notice is hereby given to all whom it may concern, to show cause within ten days why the prayer of the said petitioner should not be granted.

By order of the Court.
fe13 17 21* FRANK PACE, JR., Clerk.

Succession of Julian Valdes—No. 35,998.

SECOND DISTRICT COURT FOR THE PARISH of Orleans.—The creditors of this estate are notified to meet at the office of A. J. Lewis, notary public, corner of Exchange alley and Customhouse street on Wednesday, the twenty-sixth day of February, 1873, at twelve o'clock M., for the purpose of fixing the terms and conditions of the sale of the assets belonging to this estate.

New Orleans, February 14, 1873.
fe15 18 22 FRANK PACE, JR., Clerk.

MISCELLANEOUS.

NOTICE..........NOTICE

Parties having Pledges at HART'S LOAN OFFICE, upon which interest is due, are requested to settle the same on or before the twentieth day of February, 1873, otherwise said Pledges will be sold.

N. B.—Due notice will be given of auction sale.

J. HART,
No. 48 St. Charles street, corner Gravier.
fe9 12 16 20

ASTROLOGY..........ASTROLOGY

$5000..........$5000

TO ANY ONE WHO CAN EQUAL

THE WONDERFUL MADAME ROSS,

Doctress, Astrologist and Healing Medium,

Who can be consulted at No. 20 Rampart street, near Customhouse, New Orleans, on all the affairs of life. As a female physician she is the best in the country. Those living at a distance, by sending their names and ages in full, with $2, can get by return of mail a full outline of their life. Those contemplating business will find it to their advantage to consult Madame ROSS. Consultation fees: Ladies $1 50; gentlemen $2. fe9 3m

GREAT REDUCTION IN PRICE.

SELTZ WATER.

In order to suit the times we have reduced our prices to be able to meet the demands of all. We are now prepared to deliver to any part of the city Seltz Water at the rate of seventy-five cents per dozen.

JOHN COMMUNY,
Seltz Water Manufactory, No. 260 Rampart street.
VICTOR LSTOREY,
fe2 3t No. 51 Poeyfarre street.

HIDES..........SKINS..........FURS

JOSEPH B. WILKINSON, JR.,

Dealer in

Hides, Skins and Furs, Moss, Wool, Tallow, Etc.,

No. 29 Peters street, near the Customhouse, New Orleans, Louisiana.

Liberal advancement made on consignments.
ja 4 1y

THE ONLY PARIS COSTUMER.

MME. GIROUX, NO. 93 CONTI STREET, (Between Bourbon and Dauphine),

Has just received her fresh supplies, direct from Paris. All who have patronized her during the past twenty-five years will understand that there is nothing fashionable, new or beautiful worn in Paris which has been forgotten. She has an abundance of the latest styles of materials to make costumes to order for both sexes. Prices always reasonable. de31 t mr19

THE BABCOCK SELF-ACTING

FIRE ENGINE,

FOR CITY, TOWNS AND VILLAGE USE.

This Engine carries its own EXTINGUISHING MATERIAL (Carbonic Acid Gas and Water), and is ready to play upon the fire at the instant its light hose, carried on the machine, is unreeled and connected. Its fountains of water, when converted into gas, being equivalent to 3000 gallons of water, as ordinarily used, the duplicate tanks permitting the continuous use of the Engine at a fire by refilling one while the other is discharging.

A. M. GRANGER, General Agent,
fe4 1m No. 19 Canal street.

L. GERTEIS, AGENT,

GUNMAKER,

JOBBER AND DEALER IN FIREARMS,

Ammunition of Every Description

AND SPORTING AND FISHING TACKLE,

No. 130 Common street.

Special attention paid to altering muzzle to breech-loaders and repairing firearms of all kinds.
ja26 1y

McCLELLAN SADDLES AT $5 EACH.

Five Dollars Each.

500 McCLELLAN SADDLES at $5 each.
500 BRIDLES at $1 each.
500 HALTERS at fifty cents each.
IN SPLENDID ORDER.

For sale by S. B. CHURCHILL,
No. 40 Magazine street,
Between Gravier and Natchez,
an19 1y Under St. James Hotel.

GET YOUR TRUSSES AND BRACES

WHERE THEY ARE MADE AND FITTED.

H. SPILLMAN.

93..........Baronne Street..........93

Manufacturer and Applier.

The best trusses and braces, abdominal and uterine supporters (for the falling of the womb) in America or Europe, can be had, and be applied by the inventor, patentee and manufacturer, whose motto is "honest dealing will last longest." The highest honors awarded at the St. Louis, Missouri, Jackson, Mississippi, Houston, Texas, and New Orleans State fairs. My instruments are recommended by all leading surgeons and physicians. Twenty-six different patterns of trusses on hand. Send, with stamp, for circular. no26 6m 1st2p

ITEMS ABOUT "THE TIMES."

THE TIMES COOKING STOVE

Will save its cost in fuel in one year.

It will outlast any other as it contains twice the metal.

It will cook meats and breads in a shorter time.

It will broil as well as a range.

And it is the cheapest stove in the market.

HENRY PERRY,
Agent for the Times Cooking Stove,
mh9 1y 3t 2p No. 141 Poydras street.

MEDICAL.

IMPORTANT MEDICAL NOTICE.

DR. E. DE F. CURTIS,

AUTHOR OF MANHOOD—MEDICAL ESSAYS ON MARRIAGE, ETC.,

Begs to inform his Southern patients that he has been called to New Orleans to attend upon an important case there which will detain him for about one month in the city, and that he can be consulted at

No. 9 Rampart Street,

Between Canal and Customhouse,

Daily from 10 A. M. to 3 P. M.; from 6 to 9 P. M. On Sundays from 11 A. M. to 2 P. M. only.

DR. CURTIS has devoted twenty years of his practice entirely to the treatment of

NERVOUS DISEASES,

ARISING FROM PHYSICAL DEBILITY,

EXHAUSTED VITALITY,

ABUSES OF THE SYSTEM,

AND OTHERS APPERTAINING THERETO.

DR. CURTIS addresses those particularly who have placed themselves under the care of ignorant advertising charlatans, from whom they have received no relief, and who, in fact, have done them more harm than good. Medicine, like all other sciences, is progressive, and every year demonstrates an advance, by a combination of remedies of great curative power. Dr. CURTIS has so arranged his treatment that it will afford not alone immediate relief but permanent cure.

The Medical Times says: "Dr. Curtis' system, the result of twenty years' successful practice, differs from all others in general use, and commends itself to the afflicted as the only true source of relief. Many cases pronounced incurable have yielded successfully to the remedies employed by him."

MANHOOD,

Two Hundredth Edition.

Revised and corrected by the author, E. de F. Curtis, M. D., F. R. C. S., etc.

(Late Surgeon Turkish Contingent.)

A medical essay on the cause and cure of premature decline in man, showing how health is lost, and how regained. It gives a clear synopsis to the impediments to marriage, the treatment of exhausted vitality, etc., the results of twenty years successful practice.

CURTIS ON MANHOOD.—There is no member of society by whom this book will not be found useful, whether he be parent, preceptor or clergyman.—London Times.

CURTIS ON MANHOOD.—This book should be read by the young for instruction, and by the afflicted for relief. It will injure no one.—London Medical Gazette.

Price fifty cents by mail. Address the author, DR. CURTIS, No. 9 Rampart street, New Orleans.

Dr. Curtis would once more impress upon those patients who have corresponded with him the necessity of a personal interview. He never leaves his home practice, and his stay in New Orleans is necessarily limited to one month.
ja25 1m 2t 2p

CIGARS.

JAYME MAGI,

IMPORTER OF HAVANA CIGARS,

Wholesale and Retail Store,

Southeast Corner of St. Charles and Common Streets.

Constantly on hand a very large and selected stock of the best known brands and sizes, for sale at moderate prices. a 3m

CONSTABLES' SALES.

Jules C. Denis vs. Paul H. Lewis—Second Justice Court for the Parish of Orleans, No. 2932.

BY VIRTUE OF A WRIT OF FIERI FACIAS TO me directed by the honorable the Second Justice of the Peace for the parish of Orleans, I will proceed to sell at my office, No. 31 Commercial place, on TUESDAY, February 18, 1873, at twelve o'clock M.—

ALL THE RIGHT TITLE AND INTEREST of Paul H. Lewis in and to a certain judgment rendered in the United States Circuit Court for the fifth circuit and district of Louisiana, rendered on the twenty-second of March, 1872, and signed March 27, 1872, in suit No. 4873 of the docket entitled John G. Cocks vs. Charles Izard, to which the defendant, Paul H. Lewis, has been subrogated.

Seized in the above numbered and entitled suit.

Terms—Cash on spot in United States notes.
fe3 11 18 JOHN McCORMICK, Constable.

Henry Reguer vs. the Combination Propelling Company, Alex. Hay, President—First Justice Court for the Parish of Orleans, No. 143.

BY VIRTUE OF A WRIT OF FIERI FACIAS to me directed by the Hon. W. T. Houston, First Justice of the Peace in and for the parish of Orleans, I will proceed to sell at public auction, on MONDAY, February 24, 1873, at twelve o'clock M., on the corner of Carondelet and Eighth streets, the following described property, to wit—

ONE RAILROAD CAR.

Seized in the above entitled and numbered suit.

Terms—Cash on the spot.
fe13 18 23 JOHN HURLEY, Constable.

Peter Ford vs. Mr. and Mrs. Mendleton—Third Justice Court for the parish of Orleans, No. 190.

BY VIRTUE OF A WRIT OF FIERI FACIAS TO me directed by the Hon. John L. Lareche, Third Justice of the Peace in and for the parish of Orleans, I will proceed to sell at public auction, at my warehouse, No. 65 Bienville street, on THURSDAY, February 20, 1873, at twelve o'clock M., the following described property, to wit:

A LOT FURNITURE, AND ONE PIANO.

Seized in the above suit.

Terms—Cash in United States treasury notes.
fe11 16 20 WILLIAM EGAN, Constable.

BANKS AND BANKING.

TEUTONIA NATIONAL BANK.

CHARLES POTTHOFF, President.
J. R. WILDERMANN, Vice President.
J. M. WAGNER, Cashier.

Directors:

J. H. BRIGHT,	E. PRAGST,
P. KLOPMAN,	L. REDER,
A. LEVI,	K. SIEG,
G. L. L. MAYER,	C. WEISHAAR,
E. NEWMAN,	J. R. WILDERMANN,
C. POTTHOFF,	E. S. WURZBURGER.

Discount days—Tuesdays and Fridays.
Offering days—Mondays and Thursdays.
Exchange on all parts of Germany sold in sums to suit. ja21 1m

STATEMENT OF THE LOUISIANA SAVINGS BANK AND SAFE DEPOSIT COMPANY,

51..........Camp Street..........51

January 17, 1873.

ASSETS:

Cash, currency	$97,297 23	
Checks on local banks	69,459 62	—$166,756 85
Due from banks and bankers		157,787 94
Notes and bills discounted		282,653 25
Notes protested		3,750 00
Call loans		10,500 00
Loans on mortgage		50,760 56
Stocks and bonds		156,193 23
Safe deposit vault		50,000 00
Banking house and furniture		52,000 00
Expenses		150 07
Total		$970,003 29

LIABILITIES:

Capital stock		$150,000 00
Individual deposits—		
Savings department	$245,091 44	
Banking department	273,386 61	—$518,478 05
Due banks and bankers		250,760 24
Unpaid dividends		[illegible]
Bills payable, mortgage on banking house		8,333 33
Surplus fund		30,000 00
Profit and loss	$921 12	
Interest	331 29	
Exchange	47 66	— 1,300 07
Total		$970,003 29

fe19 1m JOHN S. WALTON, Cashier.

SECOND SEMI-ANNUAL STATEMENT OF THE MUTUAL NATIONAL BANK OF NEW ORLEANS,

106..........Canal Street..........106

At the close of business, Tuesday, December 31, 1872.

RESOURCES.

Cash—Currency	$732,744 45
Cash—Gold coin	104,372 38
Loans and discounts	1,049,061 65
United States bonds to secure circulation	400,000 00
Other stocks, bonds and mortgages	3,000 00
Due from redeeming and reserve agents	291,567 1[illegible]
Due from other banks and bankers	10,619 59
Banking house	7,670 00
Furniture and fixtures	16,354 61
Premium on United States bonds	72,247 50
Premium on gold	1,528 51
Total	$2,725,876 84

LIABILITIES.

Capital stock paid in	$500,000 00
Surplus fund	16,583 76
Circulation	419,000 00
Dividends unclaimed	391 34
Individual deposits	1,736,440 97
Due to other banks and bankers	2 63
Profit and loss	49,455 24
Total	$2,725,876 84

ALL DEPOSITORS PARTICIPATE IN THE PROFITS

Second Semi-Annual Dividend,

Declared December 31, 1872.

6½ per cent to Stockholders.
1½ per cent to Depositors.

PAUL FOURCHY, President.
ALBERT BALDWIN, Vice President.
JOSEPH MITCHELL, Cashier.

Directors:

P. Maspero,	John T. Hardie,
John D. Cobb,	Charles Lafitte,
Adolph Meyer,	P. Poursine,
Albert Baldwin,	Paul Fourchy,
Ernest Miltenberger.	

ja9 3m

INSURANCE.

NEW ORLEANS MUTUAL INSURANCE COMPANY.

Office Corner of Camp and Canal Streets.

Capital	$500,000 00
Assets December 31, 1872	735,841 21

Insures Fire, Marine and River Risks, dividing the profits separately on each department to the insured.

For the accommodation of its customers, the Company will make marine losses payable in London.

J. TUYES, President.
J. W. Hincks, Secretary.

Directors.

George Urquhart,	M. Parra,
C. T. Dugazon,	Placide Forstall,
G. W. Dabeock,	A. [illegible],
T. Bailly Blanchard,	L. Miltenberger,
A. Schreiber,	W. R. Schmidt,
Charles Lafitte,	J. Tuyes.

fe14 1y

TEUTONIA INSURANCE COMPANY,

No. 111 Gravier Street.

Insures against

Fire, Marine and River Risks,

At the Lowest Tariff Rates.

A. EIMER BADER, President.
CHAS. ENGSTFELD, Vice President.
GEORGE STROMEYER, Secretary.

First Fiscal Year.

Premiums received	$157,125 73
Fire, marine and river losses paid	$54,847 69
Reinsurances, rebates, expenses, etc.	[illegible]—121,00[illegible] 54
	$[illegible]
Total amount of assets	$[illegible]

DECLARED:

Interest on capital paid in, ten per cent.
Dividend on capital paid in, eight per cent.
Dividend on premiums paid, sixteen per cent.

TRUSTEES.

Henry Abraham,	S. Katz,
Louis Schneider,	A. Eimer Bader,
Joseph Keller,	W. B. Schmidt,
N. A. Baumgarden,	Theodore Lilienthal,
B. Sieg,	F. F. Del Bondio,
C. H. Miller,	Isaac Scherck,
H. Eicke,	S. L. Nasits,
J. N. Schwartz,	Charles Engstfeld,
H. Pohlman,	Louis Schwarz,
M. Frank,	F. Rickert,
X. Weissenbach,	B. R. Gingrere,
F. Roder,	J. R. Wildermann

oc22 11m

AMERICAN MUTUAL INSURANCE ASSOCIATION OF NEW ORLEANS,

25..........Commercial Place..........25

Between Camp and St. Charles streets.

CAPITAL, $500,000.

(Strictly Fire.)

Parties desirous of insurance have the privilege of making two half yearly payments, and are entitled to an equal portion of the dividends at the end of the year, or in lieu thereof the usual rebate. Insures against fire risks exclusively, in city or country, at the lowest rates of premiums.

D. LEUBRIE, President.
O. S. ASCH,
Superintendent of Agencies.
B. MEYER, Secretary.

TRUSTEES:

F. Belleg,	P. S. Anderson,
S. E. Loeb,	P. Blaise,
H. Weber,	C. Jacob,
F. Robbert,	M. Azcona,
B. Broderick,	H. Marquart,
William Hipper,	L. Schormann,
H. Hafner,	J. B. Verges,
W. Leonard,	J. Buckley,
M. Pokorny,	F. Hollander,
A. S. Cutler,	Hugo Redwitz.

de29 3m

SUN MUTUAL INSURANCE COMPANY.

Paid Up Capital $500,000.

ANNUAL STATEMENT FOR THE YEAR 1872.

Amount of premiums for the year		$[illegible]
Less unterminated risks and return premiums		[illegible]
Net earned premiums		$[illegible]
Losses paid, reserve fund, reinsurances and unadjusted losses	$97,656 19	
General expenses, taxes and int. on capital	$57,322 27	
Less discount and interest	40,569 59—38,952 [illegible]	[illegible]
Net profit		$[illegible]

Assets of the Company estimated at their market values—

Bonds, stocks and scrips	$[illegible]
Loans on pledge and mortgage	[illegible]
Bills receivable and premiums due	[illegible]
Cash on hand	[illegible]
Total	$[illegible]

The Board of Directors have declared a cash dividend of THIRTY PER CENT on the net earned participating premiums for the year ending December 31, 1872, payable on the twenty-seventh January, 1873; also, to stockholders TEN PER CENT upon the capital stock, payable on demand.

JAMES I. DAY, President.
THOMAS ANDERSON, Secretary.

Parties desiring insurance are requested to notice that this OLD and RELIABLE Company is issuing policies on fire, river and marine risks upon the most favorable terms; and, under their AMENDED CHARTER, insurers will, if they so elect, receive dividends of their proportions of profits of the Company in cash, without the requirements of becoming a stockholder, or a cash rebate of fifteen per cent in lieu thereof, and they are assured of the utmost liberality in the adjustment and settlement of losses.

Office No. 61 Camp street, corner of Commercial alley, New Orleans. ja26 3m Su We Sa

LAFAYETTE FIRE INSURANCE COMPANY OF NEW ORLEANS.

Third Annual Statement—1872.

In conformity with the requirements of their charter, the Company publish the following statement of their business for the year ending December 31, 1872.

Amount of premiums on fire risks during the year, including unearned premiums of 1871		$[illegible]
Less unearned premiums of 1872	$[illegible]	
Rebate of fifteen per cent	[illegible]	
Return premiums	[illegible]	
Reinsurances	[illegible]	—[illegible]
Net earned premiums		$[illegible]
Add interest	$[illegible]	
Profit and loss	[illegible]	—[illegible]
		$[illegible]
Fire losses paid	$[illegible]	
Licenses and taxes	[illegible]	
Salaries	[illegible]	
Rent	[illegible]	
Advertisements, stationery and miscellaneous expenses	[illegible]	—[illegible]
Net profit		$[illegible]

ASSETS.

Stock notes	$[illegible]
Cash	[illegible]
Loans on first mortgage	[illegible]
Loans on collaterals	[illegible]
Hibernia Bank stock	[illegible]
New Orleans Mutual Insurance association stock	[illegible]
City seven and ten per cent bonds	[illegible]
Furniture, fixtures, etc	[illegible]
Premiums in course of collection	[illegible]
Total	$[illegible]

The above statement is a true and correct transcript from the books of the company.

KASPAR AUCH, President.
LOUIS MATHIS, Secretary.

State of Louisiana, Parish of Orleans, City of New Orleans.

Sworn to and subscribed before me this twenty-second day of January, 1873. JOHN DALY,
Sixth Justice of the Peace, Parish of Orleans.

At a meeting of the Board of Directors, held on the twentieth day of January, 1873, it was resolved to declare a dividend of SIXTY EIGHT PER CENT on amount paid in, to be credited on stock notes.

KASPAR AUCH, President.
LOUIS MATHIS, Secretary.

At the annual election, held on the thirteenth instant, the following gentlemen were elected directors, to serve during the ensuing year:

Kasper Auch,	J. H. Keller,
O. F. Theisman,	Henry Bensel, Jr.,
Philipp Drumm,	John Scheling,
Gustave Beck,	William Mehle,
Louis Faessel,	J. E. Kraus,
B. H. Schene,	Basile Daunt,
Robert Jackson,	F. H. Burton,
Henry Rice,	J. B. Cotton,
Louis Mathis,	Dr. S. S. Wood,
John Purcell,	J. H. Norton,
W. R. Fish,	J. M. Demarest,
E. R. Chevalley,	Daniel Holderith,
Henry Ellermann.	

And at a meeting of the Board, held on the twentieth instant, KASPAR AUCH, Esq., was unanimously re-elected President, ROBERT JACKSON, Esq., Vice President, and JOHN PURCELL, Esq., Inspector.

LOUIS MATHIS, Secretary.
ad3 1m

MERCHANTS' MUTUAL INSURANCE COMPANY OF NEW ORLEANS,

104..........Canal Street..........104

EIGHTEENTH ANNUAL STATEMENT.

In conformity with the requirements of their Charter, the company publish the following statement:

Premiums received during the year ending 31, 1872, including unearned premiums of the previous year—

On fire risks		$[illegible] 57
On marine risks		[illegible]
On river risks		[illegible]
Total premiums		$[illegible]
Less unearned premiums		[illegible]
Net earned premiums May 31, 1872		$[illegible]
Losses paid—		
On fire risks	$[illegible]	
On marine risks	[illegible]	
On river risks	[illegible]	
	$[illegible]	
Taxes	21,557 41	
Reinsurances, return premiums, and profit and loss	36,416 21	
Total	$[illegible]	
Deduct interest, less expenses	[illegible]	—[illegible]
Profits		$[illegible]

The company have the following assets:

Real estate	$[illegible]
City bonds	[illegible]
Bank and railroad stocks	[illegible]
Notes secured by mortgage	[illegible]
Notes secured by pledge	[illegible]
Bills receivable	[illegible]
Premiums in course of collection	[illegible]
State bonds	[illegible]
Scrip and stock of other companies	[illegible]
Stock of Valette Dry Dock Company	[illegible]
Stock of Levee Steam Cotton Press	[illegible]
Stock of Marine Dry Dock and Ship Yard Company	[illegible]
Harbor Protection Company	[illegible]
Mortgage bonds Turners' Association	[illegible]
Mortgage bonds Odd Fellows' Hall	[illegible]
Cash on hand	[illegible]
New Orleans, Florida and Havana Steamship Company	[illegible]
St. Louis Hotel Association	[illegible]
Total assets	$[illegible]

The above statement is a just, true and correct transcript from the books of the company.

PAUL FOURCHY, President.
G. W. NOTT, Secretary.

State of Louisiana, Parish of Orleans, City of New Orleans.

Sworn to and subscribed before me this [illegible] day of June, 1872.

P. CHS. CUVELLIER, Notary Public.

At a meeting of the Board of Directors held on the tenth day of June, 1872, it was resolved to pay A CASH DIVIDEND OF THIRTY PER CENT on the net earned participating premiums for the year ending May 31, 1872, payable on the [illegible] of July next. Also, to pay on demand [illegible] interest to the scrip holders upon [illegible] their scrip into capital stock, as per [illegible] charter of the company.

Directors:

P. MASPERO,	DAVID McCOARD,
S. Z. RELF,	L. F. GENERES,
M. PUIG,	P. FOURCHY,
P. S. WILTZ,	J. J. FERNANDEZ,
D. A. CHAFFRAIX,	J. M. ALLEN,
	CHARLES LAFITTE.

je11 1y