New Orleans Republican.
OFFICIAL JOURNAL OF THE UNITED STATES
OFFICIAL JOURNAL OF NEW ORLEANS

AUCTION SALES THIS DAY.

BY CONSTABLE JOHN McCORMICK, at 12 o'clock, at warehouse No. 140 Girod street, lot of household furniture.

BY CHARLES E. FORTIER, at 12 o'clock, at St. Louis Auction Exchange, a lot of ground on Customhouse street, between Derbigny and Claiborne streets.

BY B. M. & B. J. MONTGOMERY, at 11 o'clock at No. 37 Natchez street, a large assortment of new and second-hand furniture, etc.

BY SHERIFF HARPER, at 12 o'clock, at Merchants and Auctioneers' Exchange, two lots of ground, adjoining, with buildings thereon, on Baronne, between Julia street and Triton walk; also, a lot of ground on Baronne, between Delord & and Calliope streets; also, undivided half of lot on Elysian Fields, between Moreau and Royal streets; also, undivided half of seven shares in Consolidated Association; also, bonds, notes, State warrants, etc.

Local Intelligence.

THE FOUR POLICE JUDGES.—Judges Gernon, Staes, Long and McCullogh yesterday called at their several offices to inform the ex-recorders that the new bill had been officially promulgated. Judge Gernon immediately assumed the responsibilities of his position, going through the docket with speed. Judge Staes took hold in the Second District with his former vigor, and the same may be said of Judge Long. Judge McCullogh was unprepared to sit yesterday, but was in his office. He will probably take charge to-day.

The new appointees were nearly talked to death by applicants for subordinate positions, but these minor places will not be filled permanently until the latter part of this week.

RATHER MOIST.—About eleven o'clock yesterday morning, just when most people were willing to seek free lunch tables, there was a regular howl for umbrellas, for the "occasional rain" predicted by old Mr. Probabilities came thundering down with the vigor of a Modoc, flooding streets and banquettes.

THAT FINE SADDLE.—The magnificent saddle and bridle presented to General Badger was manufactured by Mr. Weidig, No. 170 Poydras street, on short notice. As a specimen of home production our citizens may well feel proud of it.

MAKE YOUR RETURNS.—Administrator Sturcken (Assessments) notifies all interested and disinterested persons that the time for making returns will expire on the twenty-third instant, which is near at hand. Do not wait until the last day or hour, but attend to that duty immediately, and remember to make truthful returns. The law really permitted a delay of only ten days after the stated time, but grave considerations induced an extension of three months, and that period is about closed. Some very unaccountable returns have been made by men who would be ready to spill the last drop of blood in their veins if a poor man were to insinuate that they were false. It is a fact beyond dispute that more than one of our oldest and best have deliberately committed perjury in making their returns, and these things are liable to be exposed any day. However, it is not too late to rectify the errors. This must be taken as a warning to others not to make mistakes when in the assessor's office, for in these days of inquisitive reporters the truth is liable to be told, even though it prove disagreeable to those who have hold exceedingly high heads.

GREEN CORN.—Modocs from the lava beds or from St. Martin should visit New Orleans, as green corn is now in order. Bring your money in market baskets; take your corn away in vest pockets, which means that the price for nubbins is loity.

FIRES.—Late Sunday night a house at Milneburg, owned by the Pontchartrain Railroad Company, and occupied by Mr. Farnelll, was burned. It was used as a restaurant, and the occupant was insured.

At about four o'clock yesterday morning a fire was discovered in the unoccupied one-story frame house situated on Apollo street, between Jena and Cadiz streets, and before the flames could be stayed the building was considerably damaged. The property was owned by J. Q. A. Fellows, and was insured in the Crescent Insurance Company for $700. Fire supposed to have been the work of an incendiary.

A difficulty took place near Milneburg Sunday night between August Faveto, Baptiste Faveto and N. Banegnatolo, and Charles Wagnel and Samuel Collins. Wagnel and Collins were shot and wounded. The offending parties were arrested.

All inquiring friends of Peter Ecker are directed to plain apartments in the Parish Prison, where Peter sits hour after hour, lost in sad contemplation. His thoughts and troubles began at the hand end of a halter, thence passing along the tightly twisted strands until a connection was formed with a bit of horse flesh. Mr. H. Forbes thinks that Ecker stole the halter and equine attachment, but as the recovered beast cannot talk United States the truth may never leak out.

POSTPONED.—In consequence of an uncommon outpouring of rain yesterday morning, the German-American schools festival was postponed until next Monday, when, it is hoped, the Fair Grounds will be in excellent condition for a picnic.

Sunday morning the children of the Common and Royal streets schools joined hands in a promenade, passing through several thoroughfares, keeping step to cheerful music. They, accompanied by directors, parents and friends had a number of cars on the Esplanade line, and were quickly on the the ground, all intent on enjoying a holiday. All kinds of reasonable sports were freely indulged in, and addresses were delivered by Messrs. Buck and De Schaffrauck. After dark those who remained passed a pleasant time in the large building, dancing.

Projected Street Railroad.

Several well known citizens recently discussed the propriety of constructing a horse car railroad along the New canal down to the lake. They concluded that the enterprise will prove profitable, and have gone so far as to have a plan drawn out on paper. It is proposed to make the starting point near St. Mary Market, out Delord street to Franklin street, up that thoroughfare to Calliope street, diverging for the purpose of avoiding piles of wood and lumber along that side of the canal. The track will continue on Calliope street out to Claiborne, where it will return toward the canal, parallel with and near the shell road to the lake, securing a depot in the front garret parlor of Hoyt's Hotel.

As the subject has been quite thoroughly canvassed it is not improbable that within less than a year's time people of limited means can visit the lake shore and return for a single dime. If our City Council grants this franchise, it is hoped a saving clause will be inserted, making it binding on the managers to commence active operations inside of six months, and let them give a guarantee that the tract shall be completed within twelve months. We remember that the right for a railroad to the lake was given or sold two or three years ago, but with no results, so far as heard from. A route of this kind is and has long been needed, especially for residents above Canal street. Our best wishes are with the enterprise.

An exchange tantalizes its readers with this atrocity: Have you heard of the man who got shot? Got shot? no: how did he get shot? He bought them.

COURT RECORD.

MONDAY, MAY 19, 1873.

Supreme Court.

The following decisions were read:

BY CHIEF JUSTICE LUDELING.

No. 2956, James H. Harvey, appellant, vs. B. Margot et al.—From Second Judicial District. We are unable to discover that the accidental destruction of the boat by fire is attributable to the fault of the defendants. Judgment affirmed.

No. 4375, Succession of Mariette Dubreuil.—From Second District Court of Orleans. Judgment amended and affirmed.

No. 4763, Miguel Gonero de Lizardi vs. New Orleans Canal and Banking Company, appellant.—From Fourth District Court of Orleans. Verdict set aside and judgment annulled. Decree in favor of plaintiff for $295 71.

No. 4631, J. M. Caballero vs. judge of the Second District Court.—Writ of prohibition refused.

No. 2976, Charles J. O'Donnell vs. William Durbridge, appellant.—From the Fifth District Court of Orleans. Judgment affirmed.

No. 4657, Merchants' Mutual Insurance Company vs. Samuel Jamison, appellant.—From the Sixth District Court of Orleans. Judgment set aside.

No. 2967, A. Torre & Co. vs. Thiele, Seiler & Co., appellants.—From the Seventh District Court of Orleans. Judgment reversed.

No. 2890, Aug. Bohn vs. Cleaver & Lindsay, appellants.—From the Sixth District Court of Orleans. Judgment reversed, Justices Taliaferro and Morgan dissenting.

BY JUSTICE TALIAFERRO.

No. 2919, Ellison, Creevy & Emly vs. Jules Schneider et al., appellants.—From Fourth District Court of Orleans. Judgment affirmed.

No. 2920, Same vs. Same.—Judgment affirmed.

No. 4086, State ex rel. Trustees of Straight University vs. James Graham, auditor appellant.—The act of March 9, 1870, appropriated $35,000 to the university. The Eighth District Court granted a mandamus on the Auditor to issue the warrants. He pleaded the constitutional prohibition to the legislation forbidding appropriations for any private school. The Straight University is not a public institution of learning. Dartmouth College case, 4 Wheat 635. Judgment reversed.

No. 2931, Tabony & Amory, appellants, vs. T. F. Thieneman.—From the Fourth District Court of Orleans. Judgment affirmed.

No. 4352, Succession of Henry J. Forstall.—Opposition of Oscar Forstall, appellant. From the Second District Court of Orleans. Judgment affirmed.

No. 3966, State vs. James H. Henry, appellant. Embezzlement. From the First District Court of Orleans. Judgment affirmed.

No. 4522, Amos T. Dwight vs. R. R. Barrow, appellant.—From Fifteenth Judicial District. Motion to dismiss appeal. Appellant neglected to furnish the required bond. Appeal dismissed.

BY JUSTICE HOWELL.

No. 4109, Jurey & Harris vs. Mrs. Mary J. Wood et al., appellants.—From Fourth District Court of Orleans. Judgment dismissing intervention reversed.

No. 4627, State ex rel. M. Phillips vs. New Orleans Gaslight Company, appellant.—Judgment affirmed.

No. 4164, State vs. Julius Socha, appellant.—From First District Court of Orleans. The case should have been brought before us by bill of exceptions, only errors of law in a motion for a new trial can be revised, not the facts. Judgment affirmed.

No. 4068, O. L. Blanchard vs. M. Kenlsen, appellant.—From Fourth District Court of Orleans. Motion to dismiss appeal for want of jurisdiction. Plaintiff sued for $473. Defendant reconvened for $10,200. Judgment was rendered in favor of plaintiff, and defendant allowed a suspensive appeal. The amount in dispute is less than $500. The appeal can not be maintained as to the reconventional demand, as no appeal was taken therefrom. Appeal dismissed.

No. 2914, Olympe de la Grange vs. Southwestern Telegraph Company, appellants.—From Fifth District Court of Orleans. Error in dispatch. A different company transmitted the message a portion of the way. The plaintiff sent goods according to instructions received through defendants who are responsible for the damage. Judgment affirmed.

No. 3892, New Orleans Mobile and Chattanooga Railroad Company vs. city of New Orleans, appellant.—From Eighth District Court of Orleans. The question is, had the Legislature General Assembly the right to grant to the New Orleans, Mobile and Chattanooga Railroad, for eight depot passenger depots, the property in quest on. It is shown the State had no title whatever to the property. Its use is necessary to the public. The title of the city is clear. In re De Armas, 5 L. 207. The question is can the State give the property of the city to the railroad. The inhabitants of a town can not be deprived of their streets. 10 Peters, 662. If the State could grant part of the quays and and street it could grant the whole. It could grant all the streets, and virtually make its inhabitants prisoners in their houses. The grant to the plaintiff differs from this only in the degree of the injury and not in the principle. The State has the power to revoke the charter of the city, but it by no means follows the property of the corporation would pass thereby to the State. 2 Kent, 305. Its property is protected like that of other persons. Story, Con. sections 1298, 1299; 2 Peters, 309, 312, 413, 627, 657; 6 Cranch, 87, 134; 4 Hill, 144; 3 Dallas, 306; 8 Wend, 85; 15 Wend, 56, 61, 63; Croy Lim., 467; 21 Penn, 147; 7 Wall, 22; 9 Cranch, 292; 5 Paige, 147; 11 Wend, 151; 53 Barbour; Con. art. 10; Constitution United States art. 1, sec. 10. The plaintiffs must fall. First—Because the Legislature could not change the destination of these public plans.

2. Because if it could, it could not have granted the property.

Judgment annulled and injunction dissolved. Ordered that plaintiff be restrained and inabilited from occupying the property. Chief Justice Ludeling dissenting.

No. 4700, John B. Breaux vs. J. B. Lejeune, appellant.—From seventh Judicial District. Controversy for office of Sheriff. The plaintiff has mistaken his remedy and must proceed under the intrusion act. 21 A. 655, 710; 23 A. 794. Judgment annulled.

No. 4067, Ellen Fitzpatrick executrix, appellant, vs. Mutual Aid and Benevolent Life Insurance Company.—From Seventh District Court of Orleans. Reversing. The notice of assessment was only published for seven days. The forfeiture was declared before thirty days had elapsed. While the endorsement remained unencelled it must be regarded as a voluntary extension of the time. Judgment of this court of January 13, 1873, set aside. Plaintiff to have judgment for $3000.

No. 4321, State vs. Henry Petrie, appellant.—From First District Court of Orleans. Until the box is exhausted the jury may be drawn therefrom, even though fifteen months have elapsed since the list of jurors was furnished by the sheriff. The form of the indictment was sufficient. Judgment affirmed.

No. 2561, New Orleans, Mobile and Chattanooga Railroad Company vs. city of New Orleans, appellant, and Charles Morgan, intervenor.—From Eighth District Court of Orleans. Judgment annulled and praver of intervenor granted.

No. 2866, W. B. Whitehead vs. Thomas S. Duggan, appellant.—From Seventh District Court of Orleans. Damages alleged for trespass of defendant's laborers $3115 90. Court below gave $544 50. Judgment annulled.

No. 4660, State ex rel. J. O. Nixon vs. James Graham, Auditor, State of Louisiana, intervenor and appellant.—From Eighth District Court of Orleans. We do not recognize the right of the Attorney General, whose term is about expiring, to make an agreement not to take an appeal in a case. On the merits, the case is the same as Solomon vs. the Auditor, 23 A. 402. It is the same claim in the hands of another. It is proved the State debt exceeded $25,000,000 when the act for the relief of J. O. Nixon was passed. Judgment overruled and judgment for intervenor.

No. 2915, Martin Bee, John O'Niel, executor, vs. Star Mutual Insurance Company, appellant.—From Seventh District Court of Orleans. Judgment amended and affirmed.

No. 4326, Charles A. M. Poutz vs. August Reggio et al., appellants.—From Seventh District Court of Orleans. Judgment affirmed.

No. 3970, George Wharton vs. Jessie R. Irwin, natural tutor, appellant.—From Seventh District Court of Orleans. Judgment affirmed.

No. 4045, Magdalena Lancret et al. vs. New Orleans Jackson and Great Northern Railroad Company et al.—From Second Judicial District. No lot to dismiss appeal denied, the fault in not filing the return day being an error of the judge. 10 A. 779.

No. 2917, Steamboat Nick Longworth vs. Joseph N. Scawlan, appellant.—From Fourth District Court of Orleans. Judgment affirmed.

No. 2918, Felix Pecoul, appellant, vs. J. B. Vanhorn et als.—From Second District Court of Orleans. Judgment affirmed.

No. 2914, Powhatan Woodbridge vs. E. Montague, appellant.—From Sixth District Court of Orleans. Judgment affirmed.

No. 4657, State ex rel. F. C. Mahan vs. Judge of the Superior Court.—Rule for a mandamus to compel defendant to allow an appeal on the security offered. Rule refused.

No. 4617, State ex rel. Louisiana Levee Company vs. Charles Clinton Auditor, appellant.—From the Superior District Court of Orleans. The law creating the Levee Company does not violate the constitutional limit to the State debt. We can not determine whether the payments are demanded on a valid consideration. The objection to act No. 29, ratifying the contract between the company and the Governor are not of much force. We are only called upon to decide if the acts are constitutional. Judgment affirmed.

No. 2755, John Hallday vs. A. Lanata, appellant.—From the Sixth District Court of Orleans. Rehearing. Judgment reversed.

No. 4445, State vs. Edward Kelley, alias Jack Toby.—Entering a vessel in the day time with intent to steal. From First District Court of Orleans. The statute permitting prosecution for infamous crimes by information is not unconstitutional. 21 A. 574. It was not necessary that the accused should be served with witnesses or counsel. He could be heard for himself and counsel can not be forced on a prisoner. It is not necessary to set forth what he intended to steal. Judgment affirmed.

No. 4506, Francis Dessbery vs. Roman Seniister et al., appellant's.—From Fifth Judicial District. Judgment reversed.

No. 2934, John Ellis, Tassel et al. vs. Firemen's Charitable Association and city of New Orleans, appellants.—From the Sixth District Court of Orleans. On May 15, 1867, a fire broke out near plaintiff's property and destroyed it. The fire department, by permission of defendants, was miles from the fire. The engineman of be looked upon in the night of an hostlets. There is no contract on the part of the association whereby they agree to put out all fires. Judgment reversed.

Superior District Court.

John Hill, Jr., vs Mississippi and Mexican Gulf Ship Canal Company.—Motion by defendant for new trial refused.

State ex rel. J. A. Green vs Antoine Dubuclet.—Rule taken on plaintiff for contempt discharged.

Sam Smith vs. New Orleans Jackson and Great Northern Railroad Company.—Exception sustained and suit dismissed.

First District Court.

State vs. Fernando Grand.—Assault and battery. Plea of not guilty.

State vs. Francis Pinkibon.—Assault and battery. Plea of not guilty.

State vs. William Price.—Assault and battery.—Plea of not guilty.

State vs. Mike Moran.—False imprisonment. On trial.

Second District Court.

P. Harman vs. John Davidson.—It is strenuously contended in this case that the Administrator had no right to enforce the rule requiring bidders to deposit the amount stipulated in the advertisement for proposals. That under the charter, the person making the proposal could only be required to furnish security satisfactory to the Council after the contract was adjudicated to him. I can not conceive that the position is tenable. I think that the Administrator had a right in the protection of the interests of the city against straw bids. Judgment for plaintiff.

Fourth District Court.

R. Stuart Dennee being adjudged guilty of a contempt, was sentenced to forty-eight hours' confinement in the Parish Prison.

Charles A. Bessac vs. John W. Cannon, master and owner of steamboat Robert E. Lee.—This is an action brought by Charles A. Bessac, a resident of Natchez, Mississippi, against John W. Cannon, master and part owner of the steamboat Robert E. Lee, for the sum of $150. Plaintiff alleges that the said steamboat was engaged during the month of March, 1871, in carrying passengers and freight for hire between the ports of New Orleans and Natchez; that on the seventh day of March, 1871, he caused a package marked 'C. A. Bessac, Natchez, Mississippi' to be delivered to the said steamboat, to be by the said steamboat carried and delivered to plaintiff at Natchez, Mississippi; that said package was of the value of $150; that plaintiff has in vain frequently demanded delivery of the same from the proper officers of the said steamboat; that defendant refuses to pay the value of said package." Judgment is prayed for against the defendant, individually, and as master and owner of said steamboat.

The defendant's answer denies all and singular the statements in the petition of plaintiff contained, and further answering defendant pleads "that at or about the time mentioned in the petition a package was delivered on board the R. E. Lee to be transported to Natchez and there delivered to plaintiff; that the said package did not in any manner show that the contents were in any way valuable, or required any extra or particular care in its transportation other than packages of similar appearance; that there was nothing in its appearance to indicate or show its value, and the defendant was not informed of its contents; that defendant had then no knowledge whatever of the contents or of the value of said package, but soon after the arrival of the Robert E. Lee at Natchez, the said package was delivered to the said Bessac in the same condition in which it was received on board said boat; that the said package was not opened on board the boat, and whatever its contents were when it was received on board the whole was delivered to the said Bessac, who received the same without any objection, and paid the freight thereon and made no claim until this suit was brought."

John P. Fellowes, a resident of the city of New York, examined under a commission from this court in behalf of plaintiff, says he is a member of the firm of Fellowes & Co., doing business at No. 17 Maidenlane in said city; that on the third day of March, 1871, his firm forwarded by express a package to Charles A. Bessac of Natchez, Mississippi, to the care of Blake & Tower, New Orleans; that the contents of said package was one gold watch; that it was well and carefully packed in a box, which was wrapped with paper and tied with twine; that Mr. Bessac was advised by his firm on the day of shipment by letters sent to him; that the package referred to was sent by Adams & Co.'s express, and they now hold their receipt for the package; that he estimates the value of the watch at at least $100, though many persons might value it at a higher price; that the package was marked "C. A. Bessac, care of Blake & Tower, New Orleans, Louisiana."

James E. Weir, another member of the firm of Fellowes & Co., testifies that on the third of March, 1871, he forwarded for Mr. Bessac a package by express to Charles A. Bessac, of Natchez, Mississippi, to care of Blake & Tower, New Orleans; that the contents of said package consisted of a gold hunting watch; that he put up the package himself.

James H. Towle, another member of the said firm, corroborates the testimony of Fellowes and Weir, from entries which he found on the books of the partnership.

The following is the letter of advice above referred to:

NEW YORK, March 3, 1871.

C. A. Bessac, Esq.:

DEAR SIR.—We forward gold case by to-day's express, and inclose invoice, $30. We send it by express care of Blake & Tower, New Orleans, as we don't think it safe by registered mail.

FELLOWES & CO.

Blake & Tower on receipt of the package, forwarded it to Natchez by said steamboat. The receipt given for it at the office of the boat by the clerk, was signed by Thos. Tobias & Co., makers." It was worth, he says, in good order, with new dial and gold cases in March, 1871, in Natchez, at least $150. The package was not marked off the freight book as having been delivered. The freight bill of fifty cents was paid on the ninth or tenth of March. Several demands for the miss ing package were made of the officers of the boat thereafter and before this suit was instituted. Two witnesses, Charles V. Taylor and J. W. C. Love, corroborate the evidence of Bessac as to the failure of the boat to deliver the package up to the twentieth of March or thereafter, part of April of said year. It is only proven that the package in controversy, after its delivery in New Orleans by express, was placed on board of the said steamer on the seventh of March, by Blake & Tower, and that it was then in good order. It was taken to the office of the boat and handed to one of the clerks therein, the latter giving a receipt for it. The package was not entered on the boat's manifest; it was never delivered to Bessac or to any one authorized by him to receive it.

The defendant urges the fact of the payment of the freight bill at Natchez as evidence, or at least a presumption, that Bessac received the package, for if he had not received it he would not have paid the freight bill. The payment of the freight, to be sure, would create a presumption of delivery, but only a presumption, which could be easily dispelled by positive evidence. It appears that Bessac had had other business with the said boat; that he had received other parcels and freight by it, and when the bill referred to was presented, it was not strange that he paid it without having demanded the parcel in suit. Such premature payment shows nothing incompatible with his theory of non delivery. It only shows that he had confidence in Captain Cannon as a reliable carrier, and his expectation that the package would eventually reach its destination. But there is abundant positive evidence that the boat never delivered the package to Bessac, notwithstanding the allegation of defendant to the contrary, in his answer. His counsel in the argument of the case virtually abandoned that point of his defense. The principal ground of defense to plaintiff's demand is based on the principle that, where a package is of such value as to require special care, the carrier is entitled to notice, so that he may keep it under lock and key, and that if such notice be not given, the carrier is not responsible for the loss. In connection with that view of responsibility, it was proved that if the package had been declared valuable, or marked "valuable," it would have been put in the safe, and would have been delivered by the first clerk to the agent of the boat, and a receipt taken for it. I can not assent to this principle. I do not think that every valuable parcel sent by a steamboat must necessarily be put under lock and key to insure its safe transportation and delivery. Such a presumption would create extraordinary care, and under the circumstances attending the delivery of the said package to the clerk in the office of the boat, the carrier would be bound to show only ordinary care. Has he shown ordinary care? From the evidence I am constrained to say he has not. The clerk having been sought by messenger of Blake & Tower and the package given to the clerk in the office of the boat, the smallness of the parcel, and the fact of its having been brought to New Orleans by express, ought, it seems to me, to have indicated to the mind of the clerk that it was a valuable package. It was treated as such impliedly, at least, by the transaction of the messenger of the express company, who delivered it only in the office, and into the hands of the clerk. I will not say that the clerk was bound to lock it in his safe, but he had it in his office, and he was obliged to take care of it, even if its contents were comparatively of little value. If the package, instead of being stolen or secreted, had been lost, or had been injured in the handling of it, the boat would not, perhaps, be liable for such injury, because of the failure of the shipper to disclose the quality of its contents; but the loss of the parcel after delivery to the clerk can not be regarded only as no more than as a negligence which begets responsibility on the part of the carrier to him whom such negligence has deprived of his property.

The defendant contends that even if he be responsible for the value of the package aforesaid, he is only bound for the sum of $30, because the letter of advice above set forth has reference only to a gold case, invoiced at $30, and makes no mention of a watch as being the contents of the package. The transaction of Fellowes & Co. with Bessac embraced only the matter of the gold case, and its acting to the watch forwarded to them by Bessac, and it is only natural that in their letter they confined themselves to the matter of business between them and Bessac. There was no excuse on their part to refer to a watch they had not furnished it, and were not asking for it. Their reference to the gold case does not preclude the assumption that it contained the machinery sent to them to be encased by it. But nothing in this regard is left to implication or surmise, as in their evidence they swear that they packed a good watch, and forwarded the same by express to Bessac. The theory of the value of the lost package being only $30, is entirely untenable.

Upon over the allegations of plaintiffs' petition fully established, the evidence. The want of care on the part of the person or persons charged with the care of the watch aforesaid, who suffered it to be lost to its owner, brings a legal accountability on the part of the owner or owners of the said steamboat for the full value of the thing lost. This value is sworn to be $150.

There is error in the judgment for plaintiff as prayed for.

Fifth District Court.

State ex rel. R. S. Dennee.—Habeas corpus. Relator alleges that he is in custody of the sheriff by virtue of an order of the Fourth District Court. That the said order does not show any good reason for his confinement for forty-eight hours. The court agreed with the relator in the view that it was apparent the Fourth Court had exceeded its authority in imprisoning for that time if he had shown the commitment was for one offense. The counsel agreed with the counsel for the State that the application for the writ was premature, and could only be entertained at the expiration of the legal term of twenty-four hours. The court has no power to issue such a decree of the Fourth Court. Writ refused.

Court Items.

In the Superior Court, yesterday, Judge Hawkins ordered the defendant's exceptions in the case of the State vs. Frank McGloin to be thrown out, as impertinent and insulting.

In the United States Commissioner's Court, Judge Shannon was compelled to continue the case of DeBlanc and others till Thursday next, on account of the absence of witnesses.

The Supreme Court will sit to-day to hear arguments, and afterward adjourn to Friday next, when opinions will be read.

The Ancient and Honorable Artillery met in Boston on the evening of Monday week, to make arrangements for the coming two hundred and thirty-sixth anniversary.

VALUABLE IMPROVED AND VACANT REAL ESTATE, BONDS AND MORTGAGE NOTES AT AUCTION BY THE SHERIFF.—Particular attention is called to the sales at auction to be made this day at noon, at the Merchants and Auctioneers' Exchange, Royal street, by the sheriff of the parish of Orleans. Said sales comprise:

1. Two lots of ground adjoining each other, with all the buildings and improvements thereon, situated in the First District of this city, on Baronne street, between Julia street and Triton walk.

2. A lot of ground situated in the same district, on Baronne street, between Delord and Calliope streets.

3. The one undivided half of a lot of ground situated in the Third District of this city, on Elysian Fields street, between Moreau (or Charters) and Casacalvo (or Royal) streets. Also the undivided half of seven shares of the capital stock of the Consolidated Association.

4. Seven bonds of the parish of St. Bernard, amounting together to the sum of $27,300.

5. And a promissory note for $900, secured by mortgage. Also three State warrants.

For full particulars and terms see advertisements.

A Detroit German thus expresses his opinion of buffalo meat, now very plentiful in the markets of that city: "I shall not puy dot meat vot ish bison. Nein. Ven I kills myself I buys strechnine and pe done mit it."

SPECIAL NOTICES.

Southern Bank, New Orleans, April 26, 1873.—The general meeting of the stockholders of this bank will be held at its banking house, at twelve o'clock M., on May 23, 1873.

By order of the Board of Directors.

THOMAS LAYTON, President.

apr27 td

Batchelor's Hair Dye.—This splendid Hair Dye is the best in the world. The only true and perfect dye. Harmless, reliable and instantaneous; no disappointment; no ridiculous tints or unpleasant odor. Remedies the ill effects of bad dyes and washes. Produces immediately a superb black or natural brown, and leaves the hair clean, soft and beautiful. The genuine, signed by W. A. Batchelor. Sold by all druggists.

CHARLES BATCHELOR,
Proprietor, New York.

nc3 1y

Office Mississippi and Mexican Gulf Ship Canal Company, New Orleans, May 15, 1873.—The annual meeting of stockholders for the election of directors of this company will be held at the office of the company, No. 18½ Common street, on MONDAY, June 2, 1873, from 11 A. M. until 2 P. M.

may16 td L. E. LeMARIE, Secretary pro tem.

CONSTABLES' SALES.

Henry Denis vs. Mrs. Mary M. Maher and her husband—Third Justice Court for the parish of Orleans—No. 14.

BY VIRTUE OF A WRIT OF FIERI FACIAS to me directed by the Hon. John L. Laresche, Third Justice of the Peace in and for the parish of Orleans, I will proceed to sell at public auction, on THURSDAY, May 29, 1873, at twelve o'clock M., on Canal street, near Rampart, the following property:

ONE MILLINERY STORE AND CONTENTS.

Seized in the above suit.

Terms—Cash in United States treasury notes.

may20 25 29 WILLIAM EGAN, Constable.

Mrs. M. Barringer, Authorized, vs. O. H. Hempstead—First Justice Court for the Parish of Orleans, No. 2889.

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 my warehouse, No. 138 Julia street, on MONDAY, May 26, 1873, at twelve o'clock M., the following described property, to wit—

ONE LARGE LOT OF HOUSEHOLD FURNITURE.

Seized in the above entitled suit.

Terms—Cash on the spot.

may14 20 25 JOHN BURLEY, Constable.

Edward Thompson vs. Henry Redmond. First Justice Court for the Parish of Orleans, No. 692.

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, at my warehouse, No. 138 Julia street, on MONDAY, May 26, 1873, at twelve o'clock M., the following described property, to wit—

ONE LOT OF HOUSEHOLD FURNITURE.

Seized in the above entitled suit.

Terms—Cash on the spot.

may15 20 25 JOHN BURLEY, Constable.

Mr. and Mrs. R. Baquiet vs. Martha Stars—Second Justice Court for the Parish of Orleans, No. 2[illegible].

BY VIRTUE OF A WRIT OF FIERI FACIAS TO me directed by the Hon. W. L. Evans, Second Justice of the Peace in and for the parish of Orleans, in the above numbered and entitled suit, I will proceed to sell at public auction, at my warehouse, No. 140 Girod street, between Camp and Chartres streets, on TUESDAY, May 20, 1873, at twelve o'clock M.—

A LOT OF HOUSEHOLD FURNITURE.

Seized in the above numbered and entitled suit.

Terms—Cash on the spot.

may14 19 20 JOHN McCORMICK, Constable.

LEGAL NOTICES.

THE STATE OF LOUISIANA.

SIXTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

MARIE ELIZABETH MARTIN VS. JOHN DAWSON—No. 3627.

I HEREBY CERTIFY THAT ON THE TWENTY-sixth day of April, 1873, judgment was rendered in this court in the following entitled suit in the words and figures following, to wit:

Marie Elizabeth Martin vs. John Dawson—No. 4627.

In this case, the court considering the law and the evidence sustains plaintiff's demand, it is ordered, adjudged and decreed that the judgment by default herein entered on the twenty-second instant be confirmed; that there be judgment in favor of plaintiff, Marie Elizabeth Martin, and against defendant, John Dawson, her husband, decreeing a separation of property between the said parties, and that plaintiff do recover of defendant, her said husband, the sum of sixty-seven hundred and seventy-three dollars and twenty-five cents, with interest thereon at the legal rate until paid, with the mortgage and privilege accorded by law to married women, dating from the twenty-eighth of February, 1871, and that plaintiff have the control of her dotal and paraphernal property. It is further ordered that defendant be condemned to pay the costs of this suit.

Judgment signed May 3, 1873.

A. SAUCIER, Judge.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at the city of New Orleans, on the sixteenth day of May, in the year of our Lord one thousand eight hundred and seventy-three and the ninety-seventh year of the independence of the United States.

may17 EDWARD SAKSA, Deputy Clerk.

STATE OF LOUISIANA.

FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

SALLIE H. ALLEN, WIFE OF JOHN N. HARRISON, vs. JOHN N. HARRISON—No. 4[illegible].

I HEREBY CERTIFY THAT ON THE SIXTH day of March, 1873, judgment was rendered in this court, in the following entitled suit, in the words and figures following, to wit:

Sallie H. Allen, wife of John N. Harrison, vs. her husband—No. 4[illegible].

In this case, the court considering the law and evidence to be in favor of plaintiff, it is ordered, adjudged and decreed that there be judgment in favor of plaintiff, Sallie H. Allen, and against defendant, John N. Harrison, her husband, decreeing a separation of property and a dissolution of the community of acquets and gains heretofore existing between the said parties, that the said plaintiff do maintain her own separate estate, and that she receive from the defendant, her husband, the sum of two thousand dollars, with legal interest thereon from date of demand, to wit, February 9, 1873, with costs and costs of suit, with privilege and mortgage allowed by law to married women on the property of their husbands.

Judgment rendered March 6, 1873.

E. NORTH CULLOM, Judge.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court, at the city of New Orleans, on the sixteen day of April in the year of our Lord one thousand eight hundred and seventy-three and the ninety-seventh year of the independence of the United States.

may17 EDWARD SAKSA, Deputy Clerk.

UNITED STATES DISTRICT COURT.

DISTRICT OF LOUISIANA.

IN THE MATTER OF G. G. GORDIN & CO., BANKRUPTS.

In Bankruptcy—No. 1241.

WHEREAS, GEORGE G. GORDIN, INDIVIDUALLY, and as a member of the firm of New Orleans and Boston, stands duly adjudged bankrupt upon the petition of Creditors, filed in the day filed in said court a petition praying for a discharge and certificate thereof from all the debts and other claims provable under said bankrupt law.

Notice is therefore given to all creditors who have proved their debts, and to all other persons in interest, that the seventh day of June, 1873, at 11 A. M., is assigned for the hearing of the same, and that they may then and there attend and show cause, if any they have, why the prayer of the said petitioner should not be granted, and further notice is given that the bankrupt will undergo an examination before Register Kellogg, on the ninth day of June, A. D. 1873, at 11 A. M., at his office, Customhouse building.

Clerk's office, New Orleans, May 19, 1873.

may20 27 jel E. LOEW, Deputy Clerk.

OFFICIAL NOTICES.

NOTICE.

TREASURY DEPARTMENT,
Office of the Controller of the Currency,
Washington, March 21, 1873.

NOTICE IS HEREBY GIVEN TO ALL PERSONS who may have claims against the Crescent City National Bank of New Orleans, Louisiana, that they are called upon to present the same and to make legal proof thereof to Charles Case, receiver, at the office of said receiver, No. 36 Natchez street, New Orleans, Louisiana.

JOHN JAY KNOX,
Controller of the Currency.

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CITY TAXES OF 1873.

DEPARTMENT OF FINANCE,
New Orleans, May 17, 1873.

A DISCOUNT OF TWO PER CENT ON THE cash portion of the bill will be allowed to all persons who pay their city taxes for 1873 on or before June 15, 1873.

LOUIS SCHNEIDER,
Administrator.

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PROPOSALS.

DEPARTMENT OF COMMERCE,
New Orleans, May 15, 1873.

SEALED PROPOSALS WILL BE RECEIVED BY the undersigned until the twenty-fifth day of May, 1873, at twelve o'clock M., to establish a skiff ferry at the foot of Louisiana avenue, Sixth District, as per ordinance No. 2129, Administration series.

B. M. TURNBULL,
Administrator of Commerce.

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NOTICE TO TAXPAYERS.

OFFICE STATE TAX COLLECTOR, THIRD DISTRICT,
No. 9 Esplanade street,
New Orleans, April 27, 1873.

AS I AM PREPARED TO ISSUE TAX RECEIPTS for back taxes of 1870, 1871 and 1872 and licenses for 1873, taxpayers are respectfully reminded that early settlements will prevent costs, etc., as the laws governing the collection of taxes are very rigid.

C. J. ADOLPHE,
State Tax Collector, Third District.

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PROPOSALS FOR MILITARY SUPPLIES.

HEADQUARTERS DEPARTMENT OF THE SOUTH,
Office Chief Quartermaster,
Louisville, Ky., May 12, 1873.

SEALED PROPOSALS, IN TRIPLICATE, UNDER the usual conditions, will be received at this office, and also at the offices of the United States Quartermasters at the several posts named below, until twelve o'clock M., on WEDNESDAY, June 18, 1873, for furnishing military supplies during the fiscal year beginning July 1, 1873, and ending June 30, 1874, as follows:

AT ATLANTA, GEORGIA.

600 cords Wood, 15,000 pounds Corn, 55,000 pounds Oats, 125,000 pounds Hay, 60,000 pounds Straw.

AT AUGUSTA, GEORGIA.

75 cords Wood, 2000 pounds Corn, 7000 pounds Oats, 11,000 pounds Hay, 5000 pounds Straw.

AT CHARLESTON, SOUTH CAROLINA.

500 cords Wood, 200,000 pounds Anthracite Coal, 500,000 pounds Oats, 400,000 pounds Hay, 100,000 pounds Straw. [Proposals will state the prices delivered at the yard or depot, also, the prices for wood and coal delivered where required within the city limits, and for forage and straw delivered either at the wharf or railroad depot, free of expense to the United States.]

AT CHATTANOOGA, TENNESSEE.

200 cords Wood, 250,000 pounds Bituminous Coal, 10,000 pounds Corn, 100,000 pounds Oats, 130,000 pounds Hay, 40,000 pounds Straw.

AT COLUMBIA