New Orleans Republican.

LEGAL JOURNAL OF THE UNITED STATES

OFFICIAL JOURNAL OF NEW ORLEANS

AUCTION SALES THIS DAY.

BY R. M. & B. J. MONTGOMERY, at 11 o'clock, at No. 154 Camp street, contents of a furniture store.

Local Intelligence.

WAITING FOR A BLOODY ITEM.—Late Wednesday night, a reporter's lazy eyes suddenly opened by seeing a gentleman walking briskly up St. Charles street, and enter the Tattersall's shooting gallery, in an excited manner, take a pistol from his pocket, deliberately discharged it, and then had the weapon carefully reloaded. On the instant he departed, going off as if he intended to perpetrate something more than could be called genteel. The reporter followed in proper haste, but was unable to keep up with the fleeing man. The latter disappeared, entering the St. Charles Hotel. The reporter hung around, instantly expecting to hear the sweet sound of an explosion and a horrible cry. He was sadly disappointed, for he had spent his time in vain. No cards.

ODD FELLOW FINANCES.—The grand treasurer of the Grand Lodge of Odd Fellows of Louisiana, Mr. J. P. Baker, reports cash balance in the treasury, $1599 70, at the close of the year. The hard times affected the order financially and otherwise.

A SPARK OF FIRE.—The frame cottage No 292 Burgundy street, owned by Mr. Evariste Lemaitre, and occupied by Mr. Charles Singleton, was on fire yesterday, but a Babcock extinguisher put a sudden stopper on the flames before more than $100 damage had been done.

FIRE IN CARROLLTON.—Early yesterday morning the house of Mr. Milton Morris, on Jefferson, near Plum street, Carrollton, was partly destroyed by fire, with a loss of about $800.

SOMETHING ABOUT FARMING.—Nearly all gardeners have put in seed and roots for early spring vegetables and flowers. Lettuce, cabbage, spinnach, radishes, horse radish and celery are abundant and of excellent quality. All who delight in a crisp lettuce salad can now be abundantly satisfied.

SIGNS OF THE TIMES.—Retail dealers in small wares are at once barometer, thermometer and almanac. He who has no thought about St. Valentine or Mardi Gras will be reminded that those two days are near by looking at shop windows where masks and horrid pictures are displayed. As Paddy said about the fourth of July, St. Valentine's day comes on the fourteenth of February this year.

FOR MAKING A HAUL.—The name of M. J. Morris appeared on the first precinct police register, but at the time no charge was made visible. Mr. D. Hill is the complainant, and he afterward made an affidavit asserting that Morris had stolen $150 and a note for $300 from him.

PERSONAL.—Mr. A. Sambola was assailed in a public place yesterday by a person named H. C. Bull, who felt aggrieved at something Mr. Sambola had uttered in court. No blood.

Mr. Anthony Pecora, detective officer with General Badger, who has been quite sick for two weeks, was out yesterday, somewhat improved bodily.

Mr. T. P. Roache, well known for his love of horseflesh, has just raised himself out of a sick bed and now goes over to Florida to recruit his emaciated body. However, he will be back before the spring race trouble commences.

BRIEF MENTION.—J. Cowan, elegantly called Elephant Johnny for short, keeper of a double-barrel house, No. 53 Delta street, where a sleeper can procure a bed on the bare floor for ten cents and a worse on a bench for five cents, was hauled in by Corporal Clermont for keeping a disorderly house.

Algiers fire bells clatter earnestly when a chimney smokes unduly.

Alfred St. Marc added his neat name to the third precinct police album on invitation of A. J. Bacheman, who calls him an embezzler.

A pair of horses and a trio of mules, flirting around playfully on Toledano street, leave their cards at the Sixth District pound.

The *Picayune* has a ghostly ghost story, and if the world does not read it the world is at fault.

"YOU KNOW WHAT IT IS?"—Rearding the lion in his den is generally supposed to be an exceedingly dangerous experiment, but a burglar, Wednesday night, unwittingly entered the residence of Captain Boyd Robinson, No. 410 Rampart street, and on being informed that it was owned by a policeman, suddenly departed without being told to go.

THE STEAMBOAT J. T. MOORE SOLD.—The United States marshal yesterday sold the steamboat John T. Moore, the purchaser being Captain Moore, who had a claim of $18,000 on her. The price paid was $21,000.

AN IMAGINARY CASE.—J. C. Blankston, the person who surrendered himself to a policeman near Dryades Market, stating that he had shot Mr. Skipwith, was the result of too many elbow crooks. His story was entirely without foundation. "Deceased" came here recently from an up-river city, and is a drug prescription clerk.

TENTH WARD CLUB.—At a meeting at the hall of the Tenth Ward Radical Republican Mother Club, on the twenty-seventh instant, the following resolutions, introduced by Mr. Battle Payne, were unanimously adopted:

"We, the members of the Tenth Ward Radical Republican Mother Club, do indorse William P. Kellogg, Governor of the State of Louisiana, for his action in having the funding bill passed, and other good laws, for the people.

"We also indorse Hon. E. Williams as a true and tried Republican, and as a man whose honesty can not be doubted.

"We also indorse Messrs. William Tostrick and H. C. Dupassan as among our true Republicans."

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 3:43 P. M., local time, yesterday, as follows:

Place.	Ther.	Wind.	Weather.
Cairo	55	S. W.	Fair.
Chicago	34	N.	Cloudy.
Cincinnati	50	S.	Fair.
Davenport	37	N. E.	Cloudy.
Fort Gibson	62	S. E.	Fair.
Fort Sully	3	N. W.	Cloudy.
Galveston	61	S. E.	Clear.
Indianola	60	S. E.	Clear.
Keokuk	49	W.	Fair.
Leavenworth	50	S.	Cloudy.
Louisville	40	S.	Clear.
Memphis	56	S. W.	Clear.
Nashville	54	S.	Clear.
New Orleans	68	E.	Clear.
Omaha	23	N. E.	Fair.
Pittsburg	37	S. W.	Fair.
Shreveport	64	S.	Clear.
St. Louis	38	S.	Fair.
St. Paul	14	N.	Cloudy.
Vicksburg	61	S. W.	Clear.
Yankton	20	N. E.	Cloudy.
Dubuque	27	N.	Cloudy.

THE RIVERS.

Stations.	Rise, Inches.	Fall, Inches.	Above low water mark. Ft.	In.
Cairo	16	..	32	4
Cincinnati	..	12	36	6
Davenport	..	3	7	10
Keokuk	..	1	3	10
Leavenworth	..	6	2	6
Dubuque	..	..	8	10
Louisville	16	..	12	0
Memphis	22	..	21	5
Nashville	..	..	..	..
New Orleans	..	1	..	..
Pittsburg	10	..	9	7
Shreveport	2	..	15	6
St. Louis	..	2	13	2
Vicksburg	..	4	30	8

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

"This is capital ale," said an old toper; "see how long it keeps its head." "Ay," said a bystander, "but see how soon it takes away yours."

[Communicated.]

THE LABOR QUESTION.

Views of a Louisiana Planter.

EDITOR REPUBLICAN:

In your issue of the twenty-seventh instant, I noticed an editorial bearing on the vexed question of sugar planting and labor. Although unskilled in the use of the quill, I can not refrain from attacking you with your own weapon, upon grounds, though, of your own choice, yet in my humble opinion untenable, because of your incompetence to judge, from the isolation of your sanctum from the rural regions where the questions you raise are being daily enacted.

Although not of your political cast, I indorse your opinion that "these questions should not be treated as political issues," and, at the same time, I would reprove your inconsistency in manifesting in almost the same breath in which you uttered the above, a strong partisan bias.

As I do not intend to enter the political arena against you, I will confine my remarks as exclusively as possible to the question financially and agriculturally.

Your first idea seems to be that something should be done, legislatively or otherwise, to secure to the laborer a better showing "in the partition of the price of sugar between the planter and laborer." I do not pretend to say that the pay of last year, $18 per month with rations, is *per se* too much for the sugar laborer. It is, in the abstract, little enough for a man to earn. But the thousands of bankrupt plantations which now encumber our State speak in voices of thunder, that it is proportionally too much; that, as little as it is, the laborer does not earn it. His labor, applied to the capital of the planter, does not produce that much.

And I can see no parallel between the Terrebonne strike and that of the white laborers up North and West. In the latter instance the hire of the laborer is all in money, and is insufficient, perhaps, to sustain life; whereas in Terrebonne, as in the balance of the sugar region of our State, the laborer gets first of all, full rations of articles of subsistence, quarters for self and family, fuel at discretion, pasturage for cow, hog and pony, land for poultry yard, garden spot, and field patch with gratuitous use of team and implements for half a day or more in each week, for cultivating the same. Over and above all of this, he gets wages, one half cash monthly, the balance secured by a legal lein on the crop.

In the meantime his wife and children can be employed on this patch of land, or may be called upon by the planter as extra or day hands in cases of emergency, for which they are paid, cash in full, monthly, weekly or daily as they may choose. And "yet he is not happy;" he wants more, more wages than he produces. The egg from the goose is not enough he must needs eat the bird.

Now with all these facts in existence before you, you call upon the Legislature for a committee to examine into them. A committee perhaps of one educated office holder, and two ignorant dittoes, the sum, total of whose worldly possessions, does not pay a tax equal to their daily pay as legislators, would doubtless do much toward developing the facts of the case.

The next point which I would wish to attack is one which, naturally plain enough to a city editor in the comfortable seclusion of a cozy office, presents quite a different aspect to the ruralist in his struggles for existence against the incursions of the "much abused laborer."

You regard the cultivation of sugar as differing from other agricultural staples in one great point—that is, its value. Therefore the profits are "so great" as to justify the abolition of all minor industries, and you discern a nuisance in cereals, stock, poultry, fruit and vegetables. You believe that it is cheaper for the planter to purchase all he may need, in spite of heavy cost, merchants' charges, etc. You seem to think also that the laborer is necessarily liable to be kicked out of employment at any time, and that he despairs of surrounding himself with such necessaries, comforts and luxuries, which may be produced by himself in spare time and by his family. The head of each family, you hold, is thus per force compelled to maintain these dependents in onerous idleness, etc. A sad picture you have drawn, but let us now look upon the obverse.

Firstly—Why is it that minor farm industries are paralyzed? Why is it that the barnyard is quiet, the fount of the dairy run dry, the garden desolate? I would answer because of the depredations of the freedmen. These industries would pay well, if it was possible to engage in them with any security whatever. For a limited amount, their cost of production is little or nothing, almost. I may say, natural concomitants of a plantation, incidental to its functions, supported mostly by its waste, and contributing in a measure to its economy and better success.

And "the laborer makes no effort to plant vegetables or to surround himself with those comforts," because they can be obtained without labor and without price, in a land where there is no law for the vagrant or the criminal.

That the competition of slave-grown sugars reduces the price of the free labor product of Louisiana is in a measure accountable for the prostration of our chief industry is too patent to be entertained for discussion. The depreciation and abandonment of sugar lands, the closing up of sugarhouses, the contraction of the wages of free labor, are directly chargeable upon the dominant party. Complete the work you have begun, or give us a remedy.

You have stripped the master of his slave, the slave of his master. You have separated the two, who together were powerful and wealthy. You have made them weak and indigent. Why not protect them now from the evil consequences of your own actions, and relieve them from competition against outside slave labor. You have pronounced slavery a crime. Why now foster its fruit to the detriment of your own freedmen. Tax slave-grown sugars or liberate slavery in foreign sugar regions, and our country will recuperate, our desolate fields will smile again, and the former slave will rejoice in an advance of $8 or $10 per month in wages. But this would not be palatable to the Northern refineries, so planter and laborer will have to subside.

Therefore, the prostration of the sugar interest can be attributed to no one, nor even to all of the lesser causes which you mention. There are two causes; one of them you have advanced, viz: The competition of slave-grown sugars; the other, the want of a proper yield by the laborer. Apropos to the proper yield of the laborer, I have made a careful estimate from facts collected from reliable sources, that the sugar planter has never yet reached the proper figure for wages. In other words, he has been groping in the dark, and year by year sinking under the weight of experiments, until now inevitable ruin stares him in the face.

But you may ask, what wages can planters give that both themselves and laborers may thrive? I can reply that there are too many eventualities upon which he is dependent to fix an invariable rule.

If the laborer possessed intelligence enough to understand and appreciate the law of risks, there could be arranged a variable schedule, which would not only protect the planter but secure to the laborer, first of all a comfortable subsistence; secondly, the full benefit of his own industry; and thirdly, all of the advantages of the season and of the market. In other words, his pay would be contingent upon, and proportionate to his own production and the state of the market.

For instance, if the planter secures a yield of ten hogsheads to the hand, which is a very reasonable one, and which can and ought to be had and sells his crop at six cents for sugar and forty-five cents for molasses, he could afford to give his laborers $20 per month, with rations.

But the sugar crop of the past year throughout the State, I will venture to say, did not exceed five hogsheads to the hand. For this the planter could not afford to pay more than $6 per month, with rations. But the rates were fixed at $18 per month and rations, and hence the general distress among planters.

For the coming year appearances indicate that wages for sugar hands will be $13 per month, with subsistence, as usual. For this the labor will have to produce seven and a half hogsheads to the hand and meet a market at six cents. If both or either of these fail, the producer will find himself at the end of the year under the sheriff's hammer.

The calculation for the above is based on the "one-third share system," which means that "one-third" of the proceeds of the crop should go to the laborer, "one-third" to the contingent expenses of the plantation, and "one-third" to the planter, as interest on his capital, value of his own services, support of his family, etc.

I feel secure in saying that the above system is in the main correct, and from it may be deduced a safe rule which I think planters may well observe, and that is this: "Whenever the wages (pay and subsistence) of the laborers consume over one-third of the gross income of the crop the planter has lost money."

Finally, Mr. Editor, permit me to quote from you: "The laborers can not intend a systematic raid upon the planters, since to break them up would be to deprive themselves of wages." This is good, very good indeed; but it is to be deprecated that the very reverse has been preached to the laborers by evil designers for years past. The negroes have been taught that the white man owes them a living, and they must get it out of him as best they can, with as little return of labor as possible; that they must clamor incessantly for increase of pay; that the planter must be broken up and sold out. This accomplished the land will come into their possession and they will be independent and happy.

The miscreants who affect to be the friends and advisers of the laborers, have well nigh ruined them, as well as the planter.

And now, Mr. Editor, I think that I have bothered you long enough. If I have been severe on you or on your party, it is because I think that you are not entirely blameless in this matter; and if I have been unnecessarily so, then I beg that you will charge it to my ignorance of the code of newspaper discussions, and believe that I am not quarrelsome, but only over-enthusiastic in the defense of what I consider right.

E. GOURRIER.

Plaquemine, Iberville parish, Louisiana, January 29, 1874.

COURT RECORD.

THURSDAY, JANUARY 29, 1874.

United States Circuit Court.

Present—Hon. W. B. Woods, circuit judge.

The following order was issued Monday: Frank M. Ames vs. New Orleans, Mobile and Texas Railroad Company, New Orleans and Texas Railroad Company, William P. Kellogg and Albert Baldwin.—The court orders that an injunction issue, according to the prayer of the supplemental bill, that plaintiff be confirmed in his possession, control and management of the said property during the continuance of this suit, and in the powers hereinbefore granted for improvements and additions, subject to the conditions of the order, and that the defendants be enjoined and restrained from interfering with the said plaintiff, or with the property described in the deeds of trust conformably to the prayer of the said bill.

A venire of grand jurors has been ordered, returnable March 1, 1874.

Superior District Court.

Louis de Rego vs. city of New Orleans.—Petitioner alleges that his cigar store, corner of Canal and Dauphine streets, was broken open by a riotous mob last November, and its contents rifled. Damages laid at $2612.

First District Court.

State vs. François Azrno and Armastine Yacinte.—Larceny. Accused surrendered by bondsmen.

State vs. Victor Fauvres.—Obtaining money, etc., and embezzlement. Affidavit dismissed.

State vs. Raphael Sirpas and L. Laverish.—Murder and accessory thereto. On trial. Ten jurors obtained, and twenty-five talesmen ordered for to-morrow.

Second District Court.

Successions of Jacob Ulmer, Adolph Simon, Jacques Tiblier, John A. Griswold and Felix Delille opened.

Richard P. Keenan, Maris Riehl and Louis Borde pray to be emancipated.

Fifth District Court.

Judge Cullom rendered the following decision.

Patrick Bourke vs. E. Wood Perry, et al.—Plaintiff says he is the owner of a lot of ground in the First District of this city. He claims a right of way through three adjacent and contiguous lots, on the square bounded by Common, Claiborne, Gravier and Magdalen streets, on the ground, as he avers, that the same was expropriated for the purpose of opening Claiborne street. This narrow strip of ground he denominates a common alley, and says it is owned by E. Wood Perry, Patrick Murphy, Augusta Defaesse and Mrs. Campson. He alleges that his lot, as well as those of the above named parties, are contiguous to each other, and are bounded in the rear by said alley, which is common to all said parties; that it is about five feet wide, and runs from Claiborne to Gravier street; that no portion of said alley was sold to or purchased by said parties, and that it was dedicated to the common use of all the contiguous lots. He alleges that he is entitled to the free use of said alley as owner of his said lot; that the other proprietors have taken possession of said common alley, as if the property in the same belonged to them; that they have obstructed the use of it so as to prevent him from using it, thereby causing him damages in the sum of $680, for which he prays for judgment in solido against said parties. He further prays that they be ordered to remove all the buildings and obstructions placed upon said alleyway, so as to open it for his and their common use.

George Tate, one of the defendants, files an exception, alleging that plaintiff has no title to the lot of ground which he claims, and prays that his suit be dismissed.

On examination of his title, I perceive that on the twenty-eighth day of March, 1870, Paul Shean, Mrs. Ellen Shean, wife of Andrew Parle, and Miss Annie Shean, of age, sold him the lot of ground which he now claims, and which is described as "facing in the rear an alley about five feet wide, running from Gravier to Claiborne street, common to said lots and others; the rear and front lines of said portion of ground converging and coming to a point at the intersection of said common alley with Claiborne street." Said lot was acquired by Moses Shean by purchase from the syndic of the creditors of John Patrick Kirwan, by an act passed before Richard Brenan, notary public, on the twelfth day of February, A. D. 1853, and by an act passed before the same notary on the sixth day of February, A. D. 1854. Thomas Allen Clarke was the syndic of the creditors of John Patrick Kirwan, an insolvent debtor.

By the act of February 12, 1853, "two lots of ground, together with all the buildings and improvements thereon, and all the rights, privileges, customs, ways, servitudes and appurtenances thereunto belonging," situated in the First District of this city, in the square bounded by Common, Magdalen, Gravier and St. Marc streets, and designated by the numbers "two and twenty-nine on a certain plan drawn by C. A. Hedin, civil engineer, on the twenty-third day of December, 1851," were conveyed unto George Tate, Sr. I have nothing before me to show that George Tate, Sr., ever sold any portion of these lots to the present plaintiff. And as he alleges that he "derives his title to the lot from the syndic of the creditors of John Patrick Kirwan," I think it was incumbent on him to show the fact. The exception required him to do so. His title goes no farther than to his vendors, Paul and Annie Shean and Mrs. Ellen Parle. I have nothing to show that they had any title whatever, and, so far as the evidence goes, they appear to have sold that which they had no legal title to. I think, therefore, that the exception is well taken.

On the merits, I will remark that the alley way, to reopen which this suit is brought, was never dedicated to the public use, by expropriation or otherwise. It was used by the proprietors of four contiguous and adjacent lots for their common benefit and advantage until the opening of Claiborne street. After that event, to wit: On the fifteenth day of April, A. D. 1861, E. Wood Perry, A. Parle, A. Defrasse, George Tate, Sr. and Augustus D. Holmes, represented by E. Wood Perry, by power of attorney, dated twenty-sixth September, 1860, evidenced by an act passed before Charles E. Fortier, notary public, did mutually agree to close the said alley, so that each of them will have that portion of said alley which is situated in the rear of their respective lots of ground.

The alley had been a mere personal servitude, which might at any time be waived or discontinued by mutual consent of the parties entitled to the benefit of it. It was a conventional or voluntary servitude which the interested parties were at liberty to renounce by a tacit or express remission of their rights. This they appear to have done, nearly nine years before the present plaintiff acquired any manner of title; C. C. 783, sec. 5. Admitting, therefore, that his chain of titles is complete, it was impossible for him to acquire any better or greater rights than his vendor had. The alley was closed by common consent at the time plaintiff purchased, to wit: March 28, 1870, and the obstructions now complained of were then on the premises and plainly visible. He can not be presumed to have been ignorant of these facts, and if he, in reality was, the fault was his own. After the opening of Claiborne street there was no real necessity for the alleyway. E. Wood Perry claims attorney's fees, but as he appeared in propria personæ, he is not entitled to them. There must be judgment for the defendants for costs against plaintiff.

[Copy of Telegram.]

VICKSBURG, January 28, 1874.

To W. H. Bofinger, No. 104 Common street:

Mary Houston will arrive Friday morning, and leave Friday evening, positively.

CHARLES MILLER, Master.

The Temperature.

The thermometer at Louis Frigerio's, No. 59 Chartres street, on January 29, stood as follows: At 8 A. M., 42°; at 2 P. M., 58°; at 6 P. M., 57°. Lowest point during the night of January 28, 40°.

SPECIAL NOTICES.

Notice.—Metropolitan Savings Bank, No. 14 Camp street, January 29, 1874.—A sale of all pledges to this Bank upon which the interest has not been paid, will be made by R. M. & B. J. Montgomery, auctioneers, on FRIDAY, SATURDAY and MONDAY, February 13, 14 and 16, 1874. All persons interested will take due notice, and govern themselves accordingly. T. B. VAN HORN, Cashier.
ja30 10t

Southern Bank, New Orleans, July 12, 1873.—Notice is hereby given that the unredeemed notes issued by the old "Southern Bank" must be presented for payment within one year from the first publication of this notice, at the office of the Auditor of this State, who, on receiving satisfactory proof of the publication of this notice for one year, as aforesaid, will surrender any funds he may hold for the payment of the said unredeemed notes.
ja13 eowly J. GARR, Cashier.

Notice.—Republicans of the eleventh ward there will be a meeting on thirtieth, January, at 7 P. M. Important business.
ja30 1t E. WILLIAMS, President.

Office of the Delta Insurance Company. New Orleans, January 27, 1874.—At the first regular meeting of the Board of Trustees of this Company, held on the twenty-sixth instant, Mr. E. GANUCHEAU was elected President, Mr. A. BALDWIN Vice President, and L. W. BAQUIE, Secretary.
ja29

Grand Division Sons of Temperance, New Orleans, January 28, 1874.—An adjourned annual meeting of the Grand Division will be held on FRIDAY EVENING, the thirtieth instant, at seven o'clock, in the Bible House, No. 463 Camp street. A full attendance is requested.
By order of the G. W. P.
ja29 2t* J. E. CHILLETT, Grand Scribe.

Special Notice.—Accommodation Bank, corner of St. Charles and Perdido streets, New Orleans, La., January 21, 1874.—All persons having pledges at the Loan and Pledge Association, now called "Accommodation Bank," are hereby notified that no extension of time for payment or redemption will hereafter be given, and that all such pledges must be redeemed on or before the TWENTY-EIGHTH DAY OF FEBRUARY, 1874, otherwise they will be forfeited to said Accommodation Bank, and sold at public auction.
D. URBAN, Receiver of Loan and Pledge Association, now called Accommodation Bank.
ja22 6d

Notice.—New Orleans Mutual Insurance Association, New Orleans, December 27, 1873.—In accordance with the recommendation contained in the report of the Committee of Investigation, and accepted by stockholders at a meeting held on the 1st day of December last, and now subject to ratification by the stockholders to be soon convened to vote upon contemplated amendments to the charter, notice is hereby given that premiums of insurance on policies effected in this association, on and after the FIRST OF JANUARY, 1874, will be due and payable at the end of each month, less fifteen per cent on fire, inland navigation, railroad and marine risks, and twenty per cent on marine cotton risks, to all insurers, including stockholders, without forfeit by the latter of their claim to any further participation in the profits of the association, in the proportion of their earned premiums, at the close of each fiscal year, ending on the thirty first of December.
M. MUSSON, President.
G. LANARE, Secretary. dc31 1m

POLITICAL NOTICES.

Hall Thirteenth Ward Charles Sumner Radical Republican Club, New Orleans, La., January 26, 1874.—At a meeting of the above club, held this day, the following resolutions, offered by the Hon. J. B. Gendet, were unanimously adopted:

WHEREAS, It is self-evident that the several Republican clubs throughout the city and State have manifested their approbation or disapprobation of the course that is being pursued by their respective representatives occupying official positions; and

Whereas, This club has heretofore been silent on the subject, and believing that the time has arrived for the members of this club to express their sentiments in regard to the course and conduct of those who represent our interest, therefore be it

Resolved by the members of the Thirteenth Ward Charles Sumner Radical Republican Club, That we do hereby, collectively and individually, cheerfully indorse the State administration as represented by our esteemed friends Governor William Pitt Kellogg, Lieutenant Governor C. C. Antoine, and their associates, who have combined their best energies in support of our government and in restoring to the Republican party the confidence of all parties and classes. In indorsing the administration we congratulate ourselves upon having at the head of affairs men who have ably sustained the dignity of the State and the honor of her people, extending to all a generous support and an equitable government.

Resolved, That we cordially, earnestly and heartily indorse the action of our distinguished, true and tried Republican representatives, Senators T. B. Stamps and Robert H. Chadbourn, who have so faithfully served their country and constituents. They have been unreserved in their devotion to the cause of right and justice. They have ever kept a watchful and jealous eye over the interest and welfare of those whom they have been assigned to represent, while at the same time they have been ever mindful of the interest and welfare of the State. We prefer them, therefore, our undivided support in the future as we have in the past.

Resolved, That it is our pleasing duty to express our unqualified approbation of the conduct of our distinguished Representatives, A. Dejoie and L. Sewell. They have unflinchingly attended to their duties as true and consistent Republicans, outspoken, unrelenting against our enemies, and at all times ready to act vigorously in behalf of our party.

Resolved, That with a unanimous exclamation we proclaim our indorsement of our friend and brother, P. B. S. Pinchback, Senator-elect of Louisiana, and intrusted to represent the wishes and interests of her people within the legislative halls of the nation. We tender our cordial and best wishes to our warm, esteemed coadjutor and fellow-worker. We sincerely hope he will eventually be admitted to his seat in that august body, the United States Senate.

Resolved, That it now devolves upon us to mention with sincere respect the name of Edward H. Durell, a gentleman of high legal attainments, a ripe scholar, an eminent jurist, and one whom we all delight to honor and revere; one whom, in the hour of need and danger, when the very life of this great State was threatened, stepped forward and exercised his great learning in the cause of justice and honor, whereby our Republican party was justly sustained against the treachery of men in whom we had heretofore placed our trust. To him is due the power we hold, which we legally won at the ballot-box. Although assailed by our enemies, who have sought to strike him down, he will rise like a Phœnix from the ashes, more resplendent than before, soaring on the wings of glory, and soon we shall arrive to just appreciation of his brave and honorable character.

Resolved further, That we congratulate the present opportunity to publicly proclaim our high appreciation of the conduct of our warm friends, Colonel James Lewis, Administrator of Improvements of New Orleans, and his able, energetic and amiable assistant, Major Louis M. Kenner. We take great pleasure in saying that we have always found the ready and willing to respond to the wishes and necessities of their constituents. They are the right men in the right place; and we pledge them our united support in the future as we have in the past.

Resolved further, That these resolutions be published in the New Orleans Republican.

After appointing a committee to confer with the Fourth District in regard to recommending a judge for the Fourth Municipal Police Court, the club adjourned subject to call.

S. DEJOIE, President.
WILLIAM BANDIT, Assistant Secretary. ja30 1t

CONSTABLES' SALES.

Jules Brisbi vs. John McHughes; Same vs. Same—Third Justice Court for the Parish of Orleans, Nos. 1365 and 1367.

BY VIRTUE OF TWO WRITS OF FIERI FACIAS to me directed by the Hon. John L. Laresche, Third Justice of the Peace for the parish of Orleans, I will proceed to sell at public auction, on the premises, at the corner of Customhouse and Burgundy streets, on SATURDAY, January 31, 1874, at twelve o'clock M.—

A LOT OF HOUSEHOLD FURNITURE, as per inventory on file at my office.

Seized in the above suits.

Terms—Cash on the spot.

ja29 2t 30 WILLIAM EGAN, Constable.

John Grieff vs. Joseph Morgan and his wife Louisa Nelson—Third Justice Court for the Parish of Orleans, No. 1669.

BY VIRTUE OF A WRIT OF FIERI FACIAS TO me directed by the Hon. John L. Laresche, third justice of the peace for the parish of Orleans, I will proceed to sell at public auction, at my warehouse No. 63 Chartres street, between Bienville and Conti streets, on TUESDAY, February 3, 1874, at twelve o'clock M.—

A LOT OF FURNITURE AND EFFECTS, as per inventory on file in my office.

Terms—Cash on the spot.

ja24 2t 30 WILLIAM EGAN, Constable.

OFFICIAL NOTICES.

PROPOSALS FOR LAKE AND OYSTER SHELLS.

DEPARTMENT OF IMPROVEMENTS, New Orleans, January 28, 1874.

SEALED PROPOSALS, ADDRESSED TO THE undersigned, will be received at this office, until MONDAY NOON, February 2, 1874, for furnishing 40,000 barrels Lake Shells and 10,000 barrels Oyster Shells, to be delivered according to specifications on file in the office of the City Surveyor.

Bids to be for payment in cash and in street improvement bonds at the rate of seventy-five cents on the dollar for the Lake Shells, and for cash and in wharf bonds at the rate of ninety cents on the dollar for the Oyster Shells, at the option of the Council.

All parties making proposals for this contract are required to deposit with the Administrator of Finance, as evidence of their intention to abide by the adjudication, the amount of $100 in cash, which shall be forfeited to the city in case of failure to sign the contract.

Bidders to whom contracts are not awarded shall have their deposits returned to them on the day adjudications are made.

No bid will be received unless the certificate of the Administrator of Finance is inclosed therewith to the effect that the required cash deposit has been made.

The city reserves the right to reject any and all bids.

Proposals to be indorsed, "Proposals for Shells."

ja28 td JAMES LEWIS, Administrator.

NOTICE.

NOTICE IS HEREBY GIVEN THAT THE CLERK of the special committee appointed by the Speaker of the House to investigate the outstanding vouchers of 1870, 1871, 1872 and 1873, will be found at the committee room, No. 48 Dryades street, from ten to four o'clock daily. Parties in possession of vouchers of the above dates are hereby notified to call and record the same.

HENRY PIMAS, of St. John the Baptist, Chairman.
FRANK W. LIGGINS, Clerk. ja25 2m

NOTICE.

TREASURY DEPARTMENT, Office of the Controller of the Currency, Washington, October 29, 1873.

NOTICE IS HEREBY GIVEN TO ALL PERSONS who may have claims against the New Orleans National Banking Association, of New Orleans, Louisiana, that they are called upon to present the same and to make legal proof to John Cockrem, receiver, at the office of said bank, at No. 58 Carondelet street, New Orleans, Louisiana.

JOHN JAY KNOX, Controller of the Currency.
no16 3m

UNITED STATES MAIL.

Louisiana.

POSTOFFICE DEPARTMENT, Washington, December 1, 1873.

PROPOSALS WILL BE RECEIVED AT THE Contract office of this department until 3 P. M. of March 2, 1874 (to be decided by the twentieth), for carrying the mails of the United States from July 1, 1874, to June 30, 1875, on the following routes in the State of Louisiana, and by the schedule of departures and arrivals herein specified, viz:

3037 From Waterproof, by Wild Wood, to Kirk's Ferry, sixteen miles and three-quarters and back, once a week.
Leave Waterproof Monday at 8 A. M.;
Arrive at Kirk's Ferry by 4 P. M.;
Leave Kirk's Ferry Tuesday at 8 A. M.;
Arrive at Waterproof by 4 P. M.

3116 From Cotile, by Cotile Landing, to Sullivan's Landing, ten miles and back, three times a week.
Leave Cotile Monday, Wednesday and Friday at 9 A. M.;
Arrive at Sullivan's Landing by 12 M.
Leave Sullivan's Landing Monday, Wednesday and Friday at 1 P. M.;
Arrive at Cotile by 4 P. M.

3113 From Columbia, by Alpha, to Castro Springs, twenty-two miles and back, once a week.
Leave Columbia Tuesday at 9 A. M.;
Arrive at Castro Springs by 4 P. M.;
Leave Castro Springs Wednesday at 9 A. M.;
Arrive at Columbia by 4 P. M.

3119 From Arcadia to Liberty Hill, fifteen miles and back, once a week.
Leave Arcadia Tuesday at 7 A. M.;
Arrive at Liberty Hill by 12 M.;
Leave Liberty Hill Tuesday at 1 P. M.;
Arrive at Arcadia by 6 P. M.

3120 From Homer, by Summerfield, Scottsville and Spearsville, to Hillsborough (Arkansas), forty four miles and back, once a week.
Leave Homer Monday at 6 A. M.;
Arrive at Hillsborough next day by 12 M.;
Leave Hillsborough Tuesday at 1 P. M.;
Arrive at Homer next day by 7 P. M.

3121 From Raceland, by Lockport and Valjean to Orange City, thirty-eight miles and back once a week.
Leave Raceland Wednesday at 2 P. M.;
Arrive at Orange City next day by 2 P. M.;
Leave Orange City Tuesday at 10 A. M.;
Arrive at Raceland next day by 10 A. M.;

3122 From Lake Charles, by Sugartown and Leesville, to Mamy, 120 miles and back, once a week.
Leave Lake Charles Thursday at 6 A. M.;
Arrive at Mamy Saturday by 6 P. M.;
Leave Mamy Monday at 6 A. M.;
Arrive at Lake Charles Wednesday by 6 P. M.

The contracts are to be executed and returned to the Department by or before the first day of June, 1874, otherwise the accepted bidder will be considered as having failed, and the Postmaster General may proceed to contract for the service with other parties, according to law.

For forms of proposal, guarantee and certificate, and also for instructions as to the conditions to be embraced in the contract, etc., see advertisements of December 1, 1872, and March 31, 1873, inviting proposals for mail service in Louisiana, to be found at the principal postoffices.

Bids should be sent in sealed envelopes, superscribed, "Mail proposals, State of Louisiana," and addressed to the Second Assistant Postmaster General.

JOHN A. J. CRESWELL, Postmaster General.
dc20 6t law

PETITION.

NEW ORLEANS, January 12, 1874.

TO THE HONORABLE MAYOR, ADMINISTRATOR of Improvements and Council of the city of New Orleans—Gentlemen—The undersigned, real estate owners on the north side of Ninth street, between Magazine and Camp streets, respectfully petition your honorable body to have brick banquettes and stone curbing placed in front of properties within the above mentioned boundaries, in accordance with the provisions of the amended city charter.

Very respectfully,

John Alt, 64 feet 8 inches fronton Ninth street;
John Schellang, 96 feet front on Ninth street;
Mrs. R. Damrou, 32 feet front on Ninth street.

DEPARTMENT OF IMPROVEMENTS, New Orleans, January 16, 1874.

I certify that the above is a true copy from the original petition now on file in this office.

ja17 2t 31 f6 7 JAMES LEWIS, Administrator.

BUSINESS CHANGES.

THE COPARTNERSHIP HERETOfore existing between the undersigned, under the name of ESTEBEN & CO., expired by limitation on the twentieth of January, 1874. Paul Esteben alone is charged with the liquidation of the partnership affairs, and will sign the firm name in liquidation only.

PAUL ESTEBEN, LEONCE ECUYER.
ja23 6t*

NOTICE OF COPARTNERSHIP.—We have this day associated with us Mr. LEON LEVY, of New York.

The style of the firm will be as heretofore, Mr. CHARLES WILL continues to hold our full power of attorney.

HOFFMAN, MARKS & CO., Auctioneers, Nos. 36 and 38 Chartres street.
New Orleans, January 1, 1874. ja11 13 25 f6

WE HAVE ASSOCIATED MR. MAX DINKELSPIEL with us in the practice of the law. We will give our personal attention to business intrusted to us in the Federal and State Courts. The name and style of our firm will henceforth be BRAUGHN, BUCK & DINKELSPIEL, Attorneys at Law, No. 17, Commercial place.
ja3 1m

WANTED.

WANTED.....WANTED

A COMPETENT COLORED NURSE,

At No. 220 Third street,

Corner of Camp.
ja30 3t

WANTED—TO RENT—A FINELY FURNISHED, airy and commodious bedroom, parlor and diningroom, with kitchen and pantry attached, on the second floor, fronting the street, with large verandah. This is a rare opportunity for a family wishing to keep house, and to a permanent tenant will be rented very low. Apply at No. 241 Julia, between Baronne and Dryades streets. de12

TOBACCO AND CIGARS.

HAVANA CIGARS AND CIGARETTES.

Domestic CIGARS and CIGARETTES, and a full assortment of Chewing and Smoking TOBACCO constantly on hand and for sale by

ED. L. ZELL,
Corner Canal and Carondelet streets,
New Orleans, Louisiana.
Goods sold fully warranted. b12 1y

BANKS AND BANKING.

THE FREEDMEN' SAVINGS AND TRUST COMPANY,

A NATIONAL SAVINGS BANK

Chartered by the United States, March, 1865.

NEW ORLEANS BRANCH,

No. 182 Canal Street, Corner of Dryades

Bank hours from 9 A. M. to 3 P. M.

Open Saturday Nights to receive deposits fro Six to Eight o'clock.

Six per Cent