[CONTINUED FROM FIRST PAGE]

beating James Howell, Jr., Lady Star Dinah, Lady Dahleman and Gulnare in the order named. Time—2:25, 2:27, 2:26½.

## MISCELLANEOUS.

### Burned.

MEMPHIS, August 15.—The wife of Isaac Rosser, a prominent citizen of Gallaway, on the Memphis and Louisville railroad, was dangerously burned last night by the explosion of a coal oil lamp.

### Another War of Races.

NASHVILLE, August 15.—Robert Banks (colored), while standing in front of the saloon at Kingston Springs, Tennessee, this evening, was approached by William Kellam (white), on horseback, who asked him if he wanted to shoot with him. Banks replied, no, sir. Kellam replied, then I will shoot with you, and immediately shot Banks in the abdomen, producing a fatal wound. Kellam, who was intoxicated, fled to the woods.

### Fatal Railroad Accident.

CORNWALLS, Buck's county, Pa., August 15.—A mechanic's excursion train collided. Cause, a misplaced switch. Five killed; sixteen hurt.

### A Sad Mistake.

GUELPH, Ont., August 15.—A man named Hazel, mistaking a Miss Calver for his own daughter, in company with one Hurley, fired at the man and then at the woman. The first ball entered Hurley's left eye, and the second entered Miss Calver's mouth, and passed out through the cheek. She fled, pursued by Hazel, who fired again, shooting her in the neck. Both victims lie in a very critical condition. Hazel has fled.

### Death by Lightning.

HALLOWELL, Me., August 15.—Dr. Babcock, of this city, and Thomas Sanborn, of Boston, were killed by lightning.

### South-Eastern Railroad Accident.

MONTREAL, August 15.—Four more of the victims of the South-Eastern railroad accident are not expected to recover. The storm which caused the accident was the most severe ever known to have occurred in Colton township, although it only rained two hours, while the valley for eleven miles was inundated, and five railway and twenty highway bridges were destroyed. It is thought a water spout burst in the hills, the rain could not have produced so terrible a volume of water.

### Probabilities.

WAR DEPARTMENT, Office Chief Signal Officer, Washington, August 15, 1874, 4:35 P. M.

Over the South Atlantic and East Gulf States, northeast to southeast winds and partly cloudy weather will prevail, with generally high barometer and slight changes of temperature.

Over the West Gulf States, lower barometer, slight changes of temperature, east to south winds, partly cloudy weather and rain areas.

### River and Marine News.

SOUTHWEST PASS, August 15, 6 P. M.—Barometer 29.40. Wind west-southwest, fresh. Arrived—Steamship Wilmington, at twelve o'clock last night, Holmes, master, from Baltimore, to J. M. Witherspoon; American bark Argus Eye, Wood, master, forty-five days from Pernambuco. No departures. On the bar, bound out—Steamship New Orleans.

VICKSBURG, August 15.—Up—Glencoe, at 2 A. M.; Katie, at 11 A. M. Down—John Kyle, at 10 P. M.; Atlantic and barges, at 6 A. M., to day. Weather warm and clear. River stationary.

MEMPHIS, August 15.—The river fell nine inches. Weather generally clear; mercury 92° during the day, but pleasant this evening. Arrived—Raven, from Ohio river. Departed—Quickstep for White river; Fort Gibson, for Arkansas river; Grand Tower, for St. Louis; Helena, for Vicksburg, the latter last night.

PITTSBURG, August 15.—River four feet eight inches and stationary.

EVANSVILLE, August 15.—Weather cloudy, signs of rain. River fallen four inches; five feet and a half to Cairo.

CINCINNATI, August 15.—River eight feet nine inches, falling. Weather clear and pleasant.

LOUISVILLE, August 15.—River stationary with five feet two inches in the canal and three feet two inches in the chute. Weather clear and pleasant.

CAIRO, August 15.—Arrived—Paragon, from New Orleans, at 9 A. M; John F. Tolle, from St. Louis, at 4 P. M. Departed—St. Genevieve, for St. Louis, at at 10 P. M. last night; Paragon, for St. Louis, at 7 P. M. River eight feet four inches, and falling. Weather cloudy and cool.

ST. LOUIS, August 15.—Arrived—Yaeger, from New Orleans. Departed Kountz and Bee, for New Orleans; Julia, for Vicksburg. River falling slowly. Weather clear and very warm.

## MARKETS.

### Domestic Markets.

NEW YORK, August 15.—The Post's financial article says: In the stock market changes in prices have been very slight and business very small. Government bonds are steady. State bonds are entirely nominal. Foreign exchange dull and nominal. Gold remains at 109¼@109¾. On gold loans the rates have been flat and ⅛@1 for carrying. The specie shipments to-day amount to $440,000.

Sixes of 1881 118¼; five-twenties of 1862 111½; of 1864 115¼; of 1865 116¼; new 116½; of 1867 117¾; of 1868 117¾; new fives 111⅞; ten forties 113¾.

Tennessees 76, new 75; Virginias 29, new 30, consols 51¾, deferred 9; Louisiana sixes 22, new 22, levee sixes 22, eights 22; Alabama eights 45, fives 30; Georgia sixes 77⅞; sevens 89½; North Carolinas 18; new 10; special tax 5½; South Carolinas 25, new 16, April and October 18.

The market for cotton on the spot has been quite active in comparison with the business of the past month. The advance of ⅛c at the close of last week was lost, and during the early part of the week exporters appeared in the market, and have continued to purchase freely. At the close there was a weak tone to the market, notwithstanding the liberal business of the week. For forward delivery there has been a fair demand, with the dealings extended into April, but values have declined 1-16@⅛c lower, having gradually receded from day to day. Total sales for the week were 235,931 bales, of which 124,000 bales were on contracts and 11,931 bales for immediate delivery.

Cotton closed quiet; middling uplands 17@17⅛c. Sales 543 bales; net receipts 123; gross 123.

Futures closed easy; sales 22,400 bales, as follows: August 15-32@¼c; September 16 1-32c; October 15 25-32@15 13-16c; November 15 21-32@15 11-16c; December 15 21-32@15 11-16c; January 15 11-16c; February 15¾@15 5-16c; March 16 1-16c; April 16 3-16@16¼c.

Flour shipping grades scarce, a shade firmer; other descriptions dull nominally unchanged. Wheat lower; the firmness of freights checking export demand; $1 27@1 28 for old winter red Western; $1 31@1 34 for new do; $1 35@1 37 for new amber Western; $1 35@1 45 for new white Kentucky. Corn a shade firmer for export demand; 80½c for Western mixed; 81@81½c for high mixed and yellow Western; 95½c for white Western. Pork dull; $23 75. Lard firm; 14@14 1-16c. Coffee unchanged. Sugar more active and firm. Rice unchanged. Molasses dull. Turpentine quiet. Rosin quiet. Freights firmer; cotton, by steam ¾d; grain by steam 3¾@9d.

CINCINNATI, August 15.—Cotton dull; midding 16½c. Flour firmer, $5 20@5 25. Wheat steady, demand moderate and unchanged. Corn, demand fair and prices unchanged, 66@68c. Oats steady; demand moderate at 45@48c. Pork, no demand; nominally $23. Lard firm; summer 13¾@14c, bid; kettle, only a limited jobbing demand. Bulk meats firmer and higher; shoulders 8¾@8¾c; sides, none offering, nominally 11½@11¾c for clear rib; 11¾@11¾c for clear. Bacon steady; demand moderate, small sales; shoulders 9¾c; clear rib 12¾c; clear 13c. Whisky opened quiet at 98c; closed rather active at 97c.

ST. LOUIS, August 15.—Cotton and flour quiet and unchanged. Wheat—demand fair and market firm; No. 3 red $1 10½@1 11c. Corn dull, 63¾@65c in elevator. Oats lower, No. 2 44@45c on track. Whisky steady at 98c. Pork steady, $24 for cash, $24 50 on orders. Bacon lower; clear rib 12¾@13c; clear 13@13½c for order lots; stronger feeling at close. Lard—nothing done.

### The English Press on Mr. Benjamin Moran.

"One item of American news transmitted yesterday from Washington," says the London *Telegraph* of the twenty-fifth ultimo, "is of a kind to excite special interest in England. It is to the effect that Mr. Benjamin Moran, the secretary of the United States legation in London, has been appointed third assistant secretary of State and that the appointment has been confirmed by the Senate. Of all Americans who have resided in London during the last ten eventful years, it would be difficult to name one whose advancement will be more heartily welcomed, or whose loss to English society will at the same time be more generally regretted. Mr. Moran has occupied an official position here which under any circumstances would have been important, but in his case has been especially so, from the fact of the prolonged vacancies in the post of ambassador. Since the retirement of Mr. Adams three ministers have represented the great republic in this country; yet, short as is the period embraced in these changes, the intervals between Mr. Adams and Mr. Reverdy Johnson, between the latter and Mr. Motley, and then between the eminent historian and General Schenck, have been considerable, and during all those intervals Mr. Moran was the *de facto* representative of his government here. How admirably, and yet unobtrusively, he performed his duties, the chiefs of our Foreign Office, past and present, will bear hearty witness; and this merit is all the more conspicuous because the diplomatic controversies were of a very grave character. No incident in the dispute arising from the right of search, which led up to the war of 1812 between England and the United States, had more serious elements of trouble than the involved transaction now, happily, known only in a historical sense as the Alabama difficulty. Throughout many of the episodes connected with this matter, the negotiations were really in Mr. Moran's hands; in all he took a leading part, if not as negotiator, at least as the trusted advisor of his government. A large share of the success which happily attended these delicate transactions may, without doubt, be ascribed to Mr. Moran, whose tact, unfailing courtesy, and thorough knowledge of the English people and the court to which he was accredited, carried him safely over complications that were otherwise sufficiently embarrassing. It is gratifying to find that these good qualities, accompanying an entire devotion to the interests of his native country, are amply recognized at Washington; and the uppermost feeling among Englishmen will be the hope that his successor will follow the same course and attain the reward of a like substantial and well merited popularity."

### The New Cromwell Line Steamship Hudson.

The new steamship Hudson, which recently arrived at this port from Wilmington, Delaware, is one of the finest specimens of American shipbuilding ever seen in New York. She was built by Pusey, Jones & Co. of Wilmington, and will ply between this port and New Orleans on the Cromwell line. The new steamer is built of iron, is 300 feet long on deck, has thirty-four feet breadth of beam and twenty-five feet nine inches depth of hold. She is double decked and schooner rigged. She is furnished with a vertical condensing engine, the cylinder being forty-eight inches in diameter and the piston having a seventy-two inch stroke. There are four return tubular boilers, each having three furnaces. The boilers are fourteen feet long and nine feet in diameter. The propeller has blades of gun metal, and is fifteen feet in diameter. The new steamer is divided by bulkheads into five water-tight compartments. The requirements of passengers have been foreseen and provided for in the construction of the new vessel. On the main deck are twenty-four staterooms, of which the wal's and ceilings are neatly painted. The trimmings are of black walnut. The windows are of plate glass and are hung with lace curtains. Brussels carpets cover the floors, and handsome and comfortable lounges covered with crimson plush are ranged along the side. The ladies saloon is tasteful and luxurious. The walls are painted in pearl with blue panels and gilt molding. Handsome carpets cover the floor, and lounges of black walnut covered with crimson plush and decorated with gilding are found on every side. Graceful chandeliers hang from the ceiling and give to the apartment when lighted a brilliant appearance. The dining saloon is furnished in a manner similar to the ladies' saloon. It has four tables and will seat fifty passengers. On the promenade deck are the pilot house, the captain's room, and a small cabin for passengers. The equipment of the Hudson is first class in every particular, and she has attracted much attention since her arrival a few days ago. The new vessel will make a trial trip today, and will sail for New Orleans on Saturday, August 15. She is commanded by Captain E. V. Gager.—*New York Tribune.*

### Meerschaum Mania.

The mania for meerschaum pipes, though perhaps not so prevalent now as formerly, has produced not a few pipomaniacs the world over. A New York gentleman, for instance, has a collection of some 400 meerschaums, all beautifully colored. This is rather an expensive taste, however, for besides the first cost of the pipes, he has to keep two men continually employed, whose sole duty is to smoke and keep the 400 pipes in order. One of the greatest pipe fanciers in the world, Major General Raffalovich, of the Russian army, is now in this country. He has a collection of more than 600 pipes. Since he has been in this country he has purchased a number of meerschaums, and there is now in the hands of one of the most prominent manufacturers in New York a magnificent meerschaum pipe made to his order. The bowl forms the bust of a very beautiful woman, and is a correct likeness of the General's wife, taken from life. The stem and mouthpiece are of amber, fifteen inches long. The whole cost $150. This pipe will be taken to Europe as a curiosity, for it seems that General Raffalovich had an idea that such things could not be made in this country. He is now traveling in the West, and will doubtless enrich his collection by adding some of the celebrated calumets made of the famous red pipe-stone by the Indians.—*Boston Post.*

### A Commercial Agency Sued.

The commercial agency of J. M. Bardstreet & Co., of this city, has a suit in San Francisco which involves the question of legal privilege in making adverse reports on the financial standing of business men. Francis & Valentine, a San Francisco firm, are the plaintiffs. They say that they were rated as sound in the Bradstreet reports until they gave favors to a rival commercial agency. Then they were put down at "66," which, according to the key, meant "subscribers must apply at our office for confidential information. The plaintiffs assert that this was done maliciously, with the deliberate intention of injuring their credit, and their demand is for $50,000 damage. Bradstreet & Co.'s defense is that the publication was not libelous. Judge Morrison, who heard the case, has decided in favor of the plantiffs.

"The language used against Francis & Valentine is not libelous *per se*," he ruled, "but when it is shown that the agency published it with intent to injure the plaintiffs, to break down and destroy their business, knowing the matter to be false—and persons who read the report understood it as meaning that the firm was not of good credit—a good cause of action has been made out. Commercial agencies can not publish matter of this kind having a covert meaning, which is false and done maliciously, without being held responsible for damages sustained by the plaintiffs."

The case has gone to a higher court. The laws affecting it are substantially the same here as in California, and so the final decision is anxiously looked for by all the New York commercial agencies.—*New York Sun.*

### The Weather and Rivers.

OFFICE METEOROLOGICAL OBSERVER, New Orleans, August 15, 1874.

The following is a report of the weather and rivers at 3:43 P. M. to-day, local time:

| Place. | Ther. | Wind. | Weather. |
|---|---|---|---|
| Cairo | 78 | N. | Cloudy. |
| Cincinnati | 80 | E. | Fair. |
| Davenport | 83 | E. | Fair. |
| Dubuque | 81 | — | Clear. |
| Galveston | 95 | S. E. | Threatening. |
| Indianola | 97 | E. | Clear. |
| Keokuk | 85 | S. E. | Clear. |
| Leavenworth | 87 | S. E. | Clear. |
| Louisville | 79 | N. | Cloudy. |
| Lacrosse | 78 | S. W. | Fair. |
| Memphis | 85 | N. W. | Clear. |
| Nashville | 88 | N. | Fair. |
| New Orleans | 96 | W. | Clear. |
| Omaha | 88 | S. | Clear. |
| Pittsburg | 80 | N. E. | Clear. |
| Shreveport | 98 | E. | Clear. |
| St. Louis | 83 | N. E. | Fair. |
| St. Paul | 83 | S. E. | Fair. |
| Vicksburg | 94 | N. W. | Fair. |
| Yankton | 91 | S. E. | Clear. |
| Augusta | 86 | N. E. | Cloudy. |
| Baltimore | 78 | N. | Fair. |
| Key West | 87 | W. | Cloudy. |
| Mobile | 96 | N. E. | Clear. |
| Montgomery | 94 | E. | Fair. |
| New York | 77 | N. | Clear. |
| Savannah | 84 | E. | Clearing. |

THE RIVERS.

| Stations. | Rise, inches. | Fall, inches. | Above low water mark. Ft. | In. |
|---|---|---|---|---|
| Cairo | .. | 4 | 8 | 6 |
| Cincinnati | .. | 4 | 9 | 0 |
| Davenport | .. | .. | 2 | 4 |
| Dubuque | .. | 1 | 3 | 9 |
| Keokuk | .. | 1 | 2 | 10 |
| Leavenworth | 2 | .. | 2 | 4 |
| Lacrosse | .. | 1 | 2 | 0 |
| Louisville | .. | 3 | 5 | 5 |
| Memphis | .. | 9 | 7 | 5 |
| Nashville | .. | 4 | 1 | 10 |
| New Orleans | .. | 2 | *12 | 8 |
| Omaha | 1 | .. | 5 | 4 |
| Pittsburg | 6 | .. | 4 | 6 |
| Shreveport | .. | 2 | 3 | 6 |
| St. Louis | .. | 1 | 7 | 6 |
| St. Paul | .. | .. | 3 | 11 |
| Vicksburg | .. | .. | 12 | 10 |
| Yankton | .. | 1 | 10 | 3 |

*Below high water mark of 1871.

### The Temperature.

The thermometer at Louis Frigerio's, No. 50 Chartres street, on August 15, stood as follows: At 8 A. M., 85°; at 2 P. M., 96°; at 6 P. M., 94°. Lowest point during the night of August 14, 76°.

Rubenstein is playing "The Demon" at the St. Petersburg opera house. He always does that whenever he gets a chance to pound a piano.

### AFTER THE BATH.

#### A Picture in Water Colors.

BY MILES O'REILLY.

Her skin is moist, and cold, and pink,
But warm and red the lips I press,
And all her beauty seems to shrink
Compacter in her clinging dress:
While o'er her shoulders to the hip,
O'er swelling bust and far adown,
In trailing gold the tresses drip
Which form at night her braided crown.

No more her eyes in languor swim,
But kindle with coquettish strife,
And every pulse in every limb
Seems throbbing into radiant life;
Her cheek hath caught a ruddier stain,
And her small feet in sand that sink
Are marble-white, with many a vein
Down to the almond-nails of pink.

Her teeth are white as the flashing surf,
Her eyes are blue as the bay in calm,
And her breath to the new-mown clover turf
Is a rival in its fragrant balm:
Oh happy sea that has held her form,
Oh happy sands by her white feet pressed—
With her beauty the whole bright scene is warm,
Her beauty of gesture, and face, and breast!

Proudly she stands in her scarlet dress,
And my eyes give a quiver and then grow dim
As I gaze on her infinite loveliness
Of delicate color and rounded limb;
And the bright blue bay with its flitting sails,
And the silver sands, and the rocks of brown,
And the woods that are dark on the distant hills,
And the broad green meadows that slope adown,

All seem but a frame for my lady bright—
A frame not worthy her matchless grace—
Her lips of red, and her eyes of light,
And the wonderful charm of her winsome face;
Oh, here let me lie and die at her feet,
Let my soul in its sighs for her pass away—
For my life hath its climax, and death were sweet
With her eyes gazing down on me here to-day!

My senses swoon into blissful trance
As her small, cool fingers touch my palm,
And through all of my veins the currents dance
As I feel on my cheek her breath of balm;
All the springs of my life are in her control,
For though faces more perfect I know full well—
In rich, womanly beauty of body and soul
There are none to compare with my seaside belle.

The brown rocks glow as she bounds along,
And the black weeds thrill in the silver spray,
And the birds in the blue sing a gladder song
As my lady walks by the shining bay;
The waves that have shrined her glowing form
Have been humanized by the saintly tones,
And will spare for her sake in the next great storm
Some proud ship from their clutch.

### The Bennington Affair Explained.

The story from Bennington, Vermont, tells the effect that little Charley Ross, the abducted Philadelphia youth, had been found in that town is without foundation. Frederick Hamilton, the husband of the woman who had the boy supposed to be Charley and who is now under arrest, is in Boston city in Barnum's hippodrome. He received a telegram announcing his wife's arrest and the charge preferred against her, and was very much annoyed. In an interview this afternoon he stated that the child in the possession of his wife answers the description of the Ross boy, but that it was adopted by himself and wife on the first of March last, several months previous to the abduction of the Philadelphia boy. In proof of this statement he exhibits the proper adoption papers, and his story is further supported by the managers of the hippodrome, who have employed Hamilton for the past four years, and are perfectly familiar with the circumstance of the adoption.

The documents establishing the fact of legitimate adoption have been forwarded to Bennington this evening to procure the release of Mrs. Hamilton. The child was adopted in New York, and its original name was Charley Gross, a fact which explains the confounding of his name with the Ross boy when questioned by the Vermont officers. Since his adoption Mr. Hamilton says his wife has tried to learn the boy to think his name is Hamilton, and hence the story of the little fellow that his new mother had told him that he must not say his name was Ross. The real father of the boy is a tinsmith, and works on Fourth avenue, in new York, near the Hippodrome.

Mrs. Hamilton was a stranger in Bennington, and was there on a visit to her grandmother when suspected and arrested. The circumstances were all singularly strong against the woman, but an investigation will leave the Philadelphia mystery as great as ever.—*New York World.*

### An Old Musket.

The New Hampshire Historical Society has in its possession a musket, concerning which some interesting facts are given in the Concord *Monitor*. It was presented to the society at its anniversary, last June, by the venerable Levi Bartlett, of Warner, who accompanied the presentation with some words of a descriptive character. In 1707, Joseph Bartlett, of Newburyport, Massachusetts, aged twenty-one years, was, with others, drafted to go to Haverhill and guard that place against an apprehended attack by French and Indians. August 29, 1708, that town was beset by about 160 French and fifty Indians, when several buildings were burned and many people killed. The survivors then surrendered, Mr. Bartlett secreting his gun in the chimney, and was taken to Canada, where he remained in captivity more than four years. On his liberation he proceeded to Haverhill and found the gun where he had left it. Richard Bartlett, then of Amesbury, Massachusetts, but afterwards of Warner, this State, served more than three years in the war of the revolution, bearing all the while this now very ancient musket. Becoming an inhabitant of Warner, Mr. Bartlett took much satisfaction in exhibiting this companion of his in the struggle for independence. But on the anniversary of American freedom, many years ago, some Warner boys brought the ancient piece into requisition with which to honor the birth day of liberty, and put in an enormous charge. Twelve inches of powder were supplemented by several inches of damp earth, with which to make the old warworn gun "speak." It did speak its voice, but it was the last report it ever made. The barrel and stock was so shattered that all that could be done was to bind the parts together with a strong cord, and in this plight it is now seen. Mr. Levi Bartlett, in presenting the musket to the society, acted in behalf of Mr. Thomas H. Bartlett, now of Warner, great grandson of its first owner.

Ten thousand,
Ten thousand,
A comfortable start toward a fortune.
Three capital prizes
Of ten thousand dollars each will be
Distributed in the
Drawing of the
Louisiana single number Lottery,
To be drawn
On Saturday, August 22, 1874.

### A Better Man than Bludsoe.

John Hay has sung of the noble exploit of Jim Bludsoe, pilot of the Prairie Belle—

"I'll hold her nozzle agin the bank
Till the last galoot's ashore."

The brave self-sacrifice of Charlie Dittman, who died at his post on the Rogers yesterday deserves to live in story as a nobler act than that other. When the fire was discovered he turned the wheel so as to head the boat toward the Indiana shore. But to his horror he found that the rudder did not answer to the wheel. It was evident that the tiller rope had been cut, or had burned through. So the boat was unmanageable and drifted on a sand bar, some distance from the shore, and the passengers and crew had the water before them as their only refuge from the flames. Although his efforts to govern the boat were fruitless, Dittman seems to have still clung to the hope that the rudder would again answer his will, and so stood at the wheel, steadfast and grand in his self-martyrdom until the hot flames licked up the frail pilothouse, and he perished with his hands upon the wheel.—*Courier-Journal.*

### Why, Is She Ugly?

Among the papers recorded at the register's office in New York last Tuesday, was a settlement made by Leonard W. Jerome and wife in view of the contemplated marriage of their daughter with Lord Randolph Henry Spencer Churchill, son of the English Marquis of Blandford. Under this marriage settlement, Thomas M. Foote, of this place, and George Charles Spencer Churchill, Marquis of Blandford, are constituted trustees to receive and pay over an annuity of $10,000 in gold, and it is stipulated that in case Lady Churchill (Miss Jerome) should die before her husband, leaving no issue of hers surviving, that $125,000 in gold, shall thereafter be paid to Lord Churchill, and further provision is made for the payment of $250,000 in gold to their heirs, should both of them die leaving issue of their marriage. The Union League club house is made security for this settlement.

### COURT RECORD.

SATURDAY, AUGUST 15, 1874.

#### United States Circuit Court.

Frank M. Ames vs. S. B. Coles et al.—Defendant's answer, Lyman J. Dodge answering for himself:

1. Admits the charter of the New Orleans, Mobile and Texas Railroad Company, designated then as the New Orleans, Mobile and Chattanooga railroad, and avers that the change of name or the abandonment of the construction of a portion of the road was never authorized, but a violation of good faith toward the State of Alabama; that by the acts of incorporation of the State of Louisiana the road became a corporation of that State, and should have its domicile in New Orleans (acts August 19, 1868, March 6, 1869, and April 20, 1871), and avers the conditions precedent have not been fulfilled.

2. Admits the mortgages to Morgan and Ames, March 15, 1870, and avers they were not deeds of trust but simply mortgages in in common law form subject to the laws of Louisiana; that they conveyed no little other than as bona fide holders of bonds in trust for bona fide purchases; that these bonds constituted no debt of the company until issued by Morgan and Ames or held for valid consideration.

3. Admits Ames' death but denies F. M. Ames as his successor, except as holding bona fide bonds.

4. Denies the legality of the issue of $7,250,000 bonds, the issue by mortgage, March 15, 1870, being limited to $4,000,000, and alleges they have been principally retired and canceled; that the second mortgage executed March, 1872 was antedated to January 1, 1872; that the company represented by and composed of Ames and others never owned the road, and $2,800,000 was an excess; that the cost of the road west of the Mississippi was $1,650,000, and $300,000 is unpaid for; that the State has dorated $1,625,000 to the road; that counting both, the amount is in excess of the cost of the entire road; that the bonds should still be in the hands of Morgan and Ames, and are not a debt of the company; that there were no installments of interest, and demands a full disclosure as necessary to the defense.

5. Avers that the corporations called the New Orleans, Mobile and Texas Railroad Company and the New Orleans and Texas Railroad Company, for whom the order of sale was issued, never had any existence, but were formed by Ames, fraudulently conspiring by illegal issue of bonds to deprive petitioner of his claim.

6. Alleges Boynton Brothers and Bushnell failed to complete their contract.

7. Denies that the claim was liquidated.

8. Denies that respondent was a party to any settlement.

9. Recapitulates the mortgages to Morgan and Ames, and the deed to Gardner and Butler, denying the force of the latter except as of trust for bona fide issuance of bonds, and denies that they are authorized to sue or stand in judgment. Alleges that Ames, Morgan, Gardner, Butler, John A. Griswold, George Innis, James A. Raynor, William S. Williams, John L. Macaulay, Henry H. Farwell and Charles Walsh as directors, proclaiming they were capitalists, and could build the road for $7,075,000, obtained $9,900,000, and had they been honest the road would have been built; that in addition they obtained from the State $750,000; alleges the want of necessity for any issuance of bonds by the trustees, and knowledge of this fact by Gardner, Morgan, Ames and Butler; that these bonds were issued for their own use and benefit, for no valid consideration, and were a fraud on the community, designed to enrich themselves at the expense of others, and further denies the validity of the debt thus created; alleges that Gardner and Butler have no right to sue on a pretended sale, the result of a conspiracy for fraud to realize on bonds fraudulently divided among them; that these transactions are null and void and the pretended corporations had no legal existence, the corporators being the trustees and associates, and thus are a continuation of the fraud, combination and conspiracy, contrary to equity and good conscience; that the suit was commenced in fraud, the order of sale being granted on fraudulent representations to a pretended company having no connection with the New Orleans, Mobile and Texas Railroad but in name, was null and void; that any sums paid for bonds fall short of what the trustees owe the company.

10. Denies that the mortgage titles were in force when the Boynton and Bushnell contract was made.

11. That respondent did not look to them, but relied on the representations of the officers of the company who have attempted to settle with him, and alleging assets in excess of the liabilities. Denies any combination on his part, and claims the right to proceed in bankruptcy.

Respondent further sets forth, in answer to interrogatories, his contract with G. W. R. Bayley, chief engineer, and James A. Raynor, president of the company, and agreements with Boynton; the suspension of work in March 1873, etc.

To the supplemental bill respondent answers:

1. Admits the incorporation of the New Orleans, Mobile and Chatanooga Railroad Company, Alabama, and avers its existence in Louisiana to be the result of acts of Louisiana; that the change of name was by virtue of resolution of April 18, 1871.

2. Denies that any other than the Mobile branch has been completed under the Alabama acts; affirms that the cost from New Orleans to Sabine river was not $9,000,000, but about $2,000,000, a portion of this being made up of illegal and improper charges, $600,000 being still unpaid and $750,000 paid by the State.

3. Alleges the mortgages authorized were to be under the laws of Louisiana, creating no debt or privilege, and only legally made as the road was completed at $12,500 per mile; that the trustees had no lien or privilege, and the trust would cease as the bonds were properly issued, the holders becoming the mortgagees and contrary provisions are null and void; that the pretended issue was without consideration and fraudulent.

4. Admits the mortgages to Ames & Morgan, the death of Ames and resignation of Morgan, but denies Frank M. Ames is their successor, or ever had possession of the road west of the Mississippi; that the law of Louisiana prohibits the taking of the road in trust for third parties; alleges that the decision was ex parte and without the knowledge of a single holder of the first mortgage bonds; that F. M. Ames showed no right of action, and the decree is inoperative, and that the cause of action was not a chancery proceeding but one of law.

5. Admits the act authorizing second mortgage bonds, but alleges there could have been no legal issue of them as the first forty miles was not completed January 18, 1871, and no second forty miles has ever been completed.

6. That Gardner and Butler, in connection with Ames, Morgan and others, published that they had built the Mobile branch, purchased the road to the Sabine river, furnished all the means, and subscribed a working fund of $2,000,000, $800,000 cash being already paid in as inducement to capitalists to take the first mortgage bonds; that the $4,000,000 bonds could not be legally issued and in the hands of Gardner and Butler, were actually in the hands of the corporation; that they had no priority against third persons; that their proceedings were ex parte, and violations of the prohibitory law of Louisiana, that the sale of June, 1873, is null and void—a transfer of property by a party to himself under another name; that all subsequent proceedings are fraudulent, simulative, null and void; that the actual legal real possession and ownership has been in the New Orleans, Mobile and Texas Railroad Company, and no successor has been recognized by the State of Louisiana.

7. Denies F. M. Ames' right to possession of the road west of Mississippi as in violation of an injunction of the Superior District Court of Orleans.

8. That no such corporation as the New Orleans, Mobile and Texas Railroad, composed of bondholders, is recognized by the State; that the Governor could not render valid a void proceeding; and that the representation of F. M. Ames was an imposition on the court.

9. Denies that the suit in the Superior District Court has been restrained, or that any party may direct respondent in what court to institute suit.

10. Admits the suit of the State to recover $7,500,000 bonds, but denies it was against the parties named in the supplemenal bill, and alleges final judgment wit h lien and privilege on the road from New Orleans and Donaldsonville; denies the road had been divested by any proceedings in the United States Circuit Court, and that F. M. Ames could have had any legal possession of the road.

11. Denies that the judgment in favor of the State is a cloud on the title, but is a judgment for a just debt, and would in no wise affect a bona fide bid for the road, but admits that it "would affect a bid made at a sale under the order of May, 1874, and might be in the way of the parties to whom it would seem said order is to give the exclusive right to bid, and would enable others, not parties to the arrangement in said order, to compete in the sale of the said railroad, etc; that respondent has nothing to do with the issue of execution and seizure of said railroad, etc., but believes the same was done prior to the date of the order in this supplemental bill; that he prefers to elect, when he can, his own forum for the determination of rights; and defendant reserves his right to further answer, should it be found that anything he has omitted to make reference to in the articulations of the original or supplemental bill filed herein.

### Litigation Between Telegraph Companies.

An important case has been in argument at Newark, Ohio, lately, before Judge Woods, of the United States Circuit Court. The case is between the Pensacola Telegraph Company, a Florida corporation, and the Western Union Telegraph Company, on a motion for an injunction on the part of the plaintiff, and was heard here at Judge Wood's summer residence by consent. The Western Union Telegraph Company having begun the section of a line from Pensacola junction, in Alabama, to Pensacola, the plaintiff sought an injuction to restrain the erection of the line on the ground that the Legislature of Florida, in 1866, granted it the exclusive privilege of maintaining a telegraph line in the county in which Pensacola is situated.

Mr. C. C. Yonge, of Pensacola, Florida, and Mr. Grosvenor P. Lowrey, of New York, on behalf of the Western Union Telegraph Company, resisted the application upon various grounds, among them that the original grant to the Pensacola Company was void under the then existing constitution of Florida; that the Western Union had the right under the act of Congress of July 26, 1866, to build telegraph lines everywhere on the post roads of the United States, and that the railroad upon which this line was to be built, and from which the right of way had been purchased, was a post road.

Mr. C. W. Jones and Mr. G. A. Stanley, of Pensacola, appeared on behalf of the Pensacola Telegraph Company, and claimed that the original charter, even if invalid by the Florida constitution of 1866, had been re-enacted by the constitution of 1868.

Judge Woods intimated his opinion that the Florida legislation creating an exclusive privilege in the Pensacola Telegraph Company was free from objection under the constitution of Florida; but in view of the existence of the act of Congress of July 26, 1866, upon the constitutionality of which he declined to express an opinion on this preliminary motion, he refused to grant the injunction.

### A Boon to the Dying.

A correspondent of the St. Louis *Republican* says: "Overlooking the valley of Mexico there is a beautiful town called San Angel. Its location is elevated, the climate is that of perpetual spring, the atmosphere pure and balmy, the scenery beautiful as in the gardens of the Perii. No lovelier spot was ever gazed upon by mortals. The ancient inhabitants of the valley appreciated its beauties and delighted in its climate. Hither they were accustomed to resort long before Cortez looked down upon the city of the Aztecs. Recently this place has become a famous place of resort for consumptive patients. Some astonishing results have followed a residence here, by patients stricken by the destroyer of life, *tuberculis pulmonalis*. In one case a gentleman in the last stages of the disease was sent hither by his physician. He expected no favorable results, but thought to gratify the wishes of his patient he would send him there to die. The patient went. The sulphurous water, the pure air, and the pleasent climate had a wonderful effect. The patient began to improve, slowly at first, but more rapidly as his residence was prolonged. In a few months he could not only walk without fatigue, but could run and leap like a young man. In five months he left San Angel in robust health, and now physicians unite in writing San Angel as their prescription for consumptives. Hundred of persons who have gone out, declining from the ravages of the fatal disease, have returned in a short time cured of their ills. Sunny rooms are the thing. The temperature of San Angel never exceeds seventy degrees and rarely descends below sixty. A great many sick people now go to this favorite place. San Angel is a beautiful village, and first rate accomodations may be secured at reasonable rates. In years to come many invalid Americans will resort to this place, where they can have the advantage of climate with all the comfort to be had in a populous city, whose inhabitants are noted for hospitality and refinement."

### How She Dipped Him.

The Cape May *Ware* relates the following incident:

Among the excursionists that came from Wilmington by steamer was an unevenly weighed man and wife. She, 300 avoirdupois; he, scarce 100 pounds would poise. Well, they must bathe, of course; what were the trips to Cape May without an ocean dip? A bath-house was secured. By tight squeezing our fat lady got into a bathing robe that was ready to burst at every step. Little husband girded about his body a woolen garment that fit like a shirt on a killdeer. Down they go, bold as a couple of whales, to the water, but just at the ocean's edge Puny suddenly halted, looked with awe on the furious billows, and then into the face of his determined 300 pounder. On her countenance were the words, "Come on!" On his trembling lips shivered the sounds, "Oh, no!" The small specimen of diminutive husbandry feared to risk his limited portion of flesh and bones in the dashing foam lest some unlucky billow might swallow him down like a snipe. "You shall go in," said the fat woman. "I won't," said skinny, at the same time making frantic efforts to tear away; down he goes in the sand, scratching worse than a Kilkenny cat. Down drops the 300 upon terrified bones, slick as a hawk upon a spring chicken. The sand flew, legs kicked, man screamed, yet, in spite of all, the mammoth wife gathered her 100 pounds of furious sweetness in her arms, walked complacently into the biggest breakers, and kersouse she landed him headforemost into the sea, and as he popped up to the surface, half strangled, she pressed him to her bosom, saying, "Now, honey, that's what you came all the way from Wilmington to enjoy!"

### The National Pauper.

A London letter says: "A report has suddenly gained currency that the long expected crisis has occurred in the financial affairs of the Prince of Wales, and that the ministry have made up their minds to propose to the House of Commons, at the next session, to pay his debts. The sum named is £40,000, four times the sum that was voted in 1787 to appease the creditors of that pattern of royalty who afterwards became George IV. About paying the bills there are certain to be two powerful and contradictory sentiments, one that the honor of the nation is concerned in providing for the debts of its future king; the other that these debts are of a character which ought to be paid out of the accumulated fortune of the Queen. The latter view rests on the well known fact that the Queen has been receiving, ever since the death of Prince Albert, the whole of the income calculated at her decession to support the expenses of the court in the usual degree of splendor; that her majesty has, however, lived during this period, for the most past, in retirement, and the cost of the drawing room levees and other royal pageantry has, in fact, fallen upon the Prince and Princess of Wales, whose income has been unequal to such a burden. The existing debts, or a considerable part of them, have, according to this theory, been incurred in the discharge of these duties; hence it is urged that the Queen, who has had and kept money given to her by the State for such purposes, ought to pay them. The Prince of Wales has £40,000 a year, plus the revenues of the Duchy of Cornwall, which now amounts to over £100,000 per annum.

## Monetary--Commercial.

### MONETARY.

OFFICE OF THE DAILY REPUBLICAN, Saturday Evening, August 15, 1874.

We have no change to notice in the money market. The offerings are of fair extent at the banks and limited on the street, and no transactions are reported in commercial paper that indicate any change in rates. We continue to quote selected paper, with or without collaterals, at 8@9 ⅌ cent per annum, first class at 10@—, A1 at 11@12, and second grade at 1½ ⅌ cent per month. First class mortgages continue to rule at 10 ⅌ cent per annum, while nothing is reported in second grade.

NEW ORLEANS CLEARING HOUSE.

| | Clearings. | Balances. |
|---|---|---|
| August 15 | $485,125 08 | $65 714 87 |
| Same time last week | 691,369 35 | 82,033