New Orleans Republican.

OFFICIAL JOURNAL OF THE UNITED STATES

OFFICIAL JOURNAL OF NEW ORLEANS

AUCTION SALES TO-MORROW.

BY PLACIDE J. SPEAR, at 10 o'clock, at No. 46 Exchange alley, watch, chain, rings, opera glass, etc.

BY HOFFMAN, MARKS & CO., at 10 o'clock, at No. 28 Chartres street, dry goods; at 12 o'clock silks and satins.

BY SHERIFF HARPER, at 12 o'clock, at Merchants and Auctioneers' Exchange; six lots of ground, with buildings, on Peters, Clay and Bienville streets; two lots with buildings on Love, between Louisa and Clouet streets.

Local Intelligence.

HE SURRENDERED.—Frank Dorsey, the man who wounded John Murphy last Friday, surrendered himself at the first precinct station yesterday, which fact reminds us that by some mischance our report made Murphy shoot Dorsey. Murphy is still in the Charity Hospital.

DRAWING IT MILD.—From six o'clock yesterday morning until six last evening only three arrests were made in the first precinct. Two men for drunkenness and one assault and battery. One person surrendered himself.

COAL OIL IN A BLAZE.—On the second floor of No. 103 St. Charles street, is a political club room, and yesterday boys were engaged filling coal oil lamps for last night's procession, when a little boot black experimented with a lighted match to see if the oil would blaze. Scarce half a second of time was consumed before his curiosity was gratified, for an immense flame convinced the young rascal that the substance will burn. Mr. Daniel Owens' three little sons were in the room at the time and the suddenness of their departure brought out the old gentleman, who, seeing his children well clear of danger spat on the fire and drowned it out. Timely use of a carpet handled by Dan's willing hands prevented a disastrous conflagration.

NO FURTHER DEVELOPMENTS.—It was expected that there would be further developments concerning the "assessment ring" about Administrator Sturcken's yesterday, but nothing more was exposed. If any disclosures were made to the Administrator the facts were not made known.

GENERAL BADGER'S CONDITION.—He is recovering as fast as possible, and will soon be able to leave the hospital. He is in good spirits, and were it not for the wound in his arm he could now walk about with the assistance of a crutch.

AMONG THE FIREMEN.—At the meeting of the Firemen's Charitable Association delegates an announcement was officially made that the association had lost $150,000 on its pay, principally on the forced sale of securities received from the city; also, that the city is indebted to the department in the sum of $100,000. Nearly all the companies have expended what little money they had in their treasuries, and some of them have actually borrowed funds to continue them in service. The association adopted a resolution to cease active operations after the fifteenth instant, and a week afterward rescinded the resolve, done in the hope that the incoming city Administrators will do something fine. Well, nothing from nothing and nothing remains.

GONE FISHING.—This morning several parties took the early train, for Rigolettes and Miller's bayou, to pass the day fishing. Trout, perch, striped bass, red fish and sheephead are caught in great numbers. Hunters, too, find plenty of wild game at or near the above points.

EIGHT LEAGUES.—Last evening's *Picayune* contained eight advertisements calling out White League companies. Some of the notices were signed by captains and orderly sergeants, who wished members to appear in the procession.

BRIEF MENTION.—For the week ending the thirty-first ultimo, Judge McArthur added forty dollars' worth of fines to the city treasury; Judge Staes, $45; Judge Long, $15; Judge Adams, $35—$135.

Coroner Folwell held seventeen inquests and twenty-five views last month, and charged the city only $731 for the work.

S. C. Scrivens was a witness in a case before the Fourth Municipal Court, and J. A. Boyle thinks that much more than the truth was told, therefore caused Scrivens to be arrested as a perjurer.

A. Cartwright was invited to leave the corner of Broad and Common streets and visit the first police station, because Robert Benson pretends to labor under the belief that accused wished to kill him.

TOO MANY ROCKETS.—The only serious accident which occurred last night happened when the procession was in the Second District. A man in a wagon in charge of rockets sent one off, when sparks fell down, igniting a bundle. The exploding rockets tore things generally, injuring several persons.

A DASTARDLY DEED.—At seven o'clock last evening Miss M. L. Rain, a seamstress, was on her way home from work, and when on Chestnut between Jena street and Napoleon avenue, was struck in her face by a rock or brickbat sent by an unseen hand, knocking her senseless and badly wounding her. She was sent to her home at the corner of Jena and Coliseum streets.

Remember the capital prize (whole ticket),
Remember the capital prize (whole ticket,)
Remember the capital prize (whole ticket,)
Was sold in this city
Was sold in this city
Was sold in this city
In the last drawing
In the last drawing
Louisiana State single number lottery.
Louisiana State single number lottery.

Staub's News Depot.

The enterprising young newsdealer at Goldthwaite's bookstore, No. 69 Canal street, still keeps up his supply of cheap news for the many. All Northern and Western dailies—five cents—and the equally desirable weeklies of New York can always be found at Staub's, where are also the new magazines and quantities of miscellaneous reading.

The Weather and Rivers.

OFFICE METEOROLOGICAL OBSERVER, New Orleans, November 7, 1874.

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

Places.	Ther.	Wind.	Weather.
Cairo	78	S.	Clear.
Corsicana	77	S.	Cloudy.
Cincinnati	64	S. E.	Clear.
Davenport	71	S.	Cloudy.
Dubuque	69	S. E.	Cloudy.
Galveston	77	E.	Clear.
Indianola	80	S. E.	Fair.
Keokuk	74	S.	Cloudy.
Lacrosse	69	S.	Cloudy.
Leavenworth	75	S.	Cloudy.
Louisville	72	S. E.	Clear.
Memphis	77	S.	Clear.
Nashville	76	S. E.	Clear.
New Orleans	74	E.	Fair.
Omaha	74	S.	Threatening.
Pittsburg	69	S.	Clear.
Shreveport	82	S.	Fair.
St. Louis	77	S.	Clear.
St. Paul	70	S.	Cloudy.
Vicksburg	80	S.	Cloudy.
Augusta	72	E.	Clear.
Baltimore	57	S. E.	Clear.
Mobile	77	E.	Fair.
Montgomery	77	E.	Clear.
New York	57	S.	Clear.
Savannah	70	N. E.	Cloudy.

RIVERS.

Stations.	Rise, inches.	Fall, inches.	Above low Water mark. Ft.	In.
Cairo	..	..	2	2
Cincinnati	1	1	2	1
Davenport	1	..	3	1
Dubuque	6	..	5	5
Evansville	..	..	1	3
Helena	..	3	6	5
Keokuk	..	..	2	5
Lacrosse	1	..	4	0
Louisville	3	..	2	5
Memphis	..	..	2	11
Nashville	..	1	1	4
New Orleans	..	..	*15	0
Omaha	..	1	2	11
Pittsburg	..	1	..	3
Shreveport	..	3	7	9
St. Louis	..	..	6	5
Vicksburg	..	8	6	11

*Below high water mark of 1874.

COURT RECORD.

SATURDAY, NOVEMBER 7, 1874.

Supreme Court.

Present—Justices Taliaferro, Howell, Wyly and Morgan.

Superior Criminal Court.

NOLLE PROSEQUI ENTERED.

Assault and battery—Dan Keefe, Mike Nolan.

CONVICTED.

Grand larceny—Owen Carpenter, Albert Henderson.

ACQUITTED.

Grand larceny—Joseph Schultz.

JURY.

The following compose the jury for the month of November:

John Muller,	H. E. Shropshire,
Emile Bertrand,	W. Lalonier,
S. D. Moody,	Victor Morano,
P. Thezier,	Louis Sincer.
Ernest Vila,	M. Freret,
John H. Vigers,	Charles Kandler,
Antonio F. Nolasco,	A. B. Hailey,
Jesse K. Bell,	William Hufendick,
Hermogene Gallaud,	A. J. Bachemin,
Alcide Belly,	P. Dastillon,
Albert Richards,	Charles Barnard,
John A. Harris,	Henry Heidenheim,
A. Thiesen,	Sosthene Rock,
George J. Weigel,	W. G. James,
Cyrille Benoit,	Eugene Berthelot.

Second District Court.

Successions of Dennis Hefferman and Mrs. Hannah Holmes, wife of James Rice, were opened.

Elizabeth Hefferman and Marie Heyol Bourdettes pray to be emancipated.

Fifth District Court.

Judge Cullom rendered the following decisions:

Nalle & Cammack vs. J. U. and H. M. Payne.—The evidence in this case clearly discloses the following facts: George M. Fleshman, of the parish of St. Landry, had, for several years previous to 1873, done business with the defendants as his factors and commission merchants. In 1873 he was indebted to them on a balance of previous accounts in a sum of $1200, more or less. In 1873 he made arrangements with plaintiffs for supplies, advances, etc., necessary to the planting, cultivation, gathering, etc., of his crop. They complied with their part of the agreement, and on the ninth day of July, A. D. 1873, Fleshman gave them his promissory note, payable to their order, for "cash and supplies for the working of the growing crop of 1873, on his (my) plantation in St. Landry," pledging said crop and binding himself to ship the same to them. Said note was given for $260 75, with eight per cent interest after maturity, to wit: December 1, 1873. During the remainder of the year Messrs. Nalle & Cammack, acting in accordance with their agreement above named, became the creditors of Fleshman by open account current in the additional sum of $319 10, making a total of $579 85.

On or about the eighteenth day of December, 1873, Fleshman forwarded six bales of cotton from his place to Messrs. Nalle & Cammack, on board the steamboat Palmetto, marked G F-B, three bales; G F-S, two bales; G F-H, one bale. He took a bill of lading for five bales of this cotton, three bales of which were marked G F-B, and two G F-S. The bill of lading shows this. Owing to some unexplained cause the steamer Palmetto proceeded no further than Churchville, on the Atchafalaya river. Here she reshipped her freight on the Lessie Taylor, and consigned this identical cotton to Messrs. J. U. & H. M. Payne, on the twenty-first day of December, 1873, at $2 50 per bale. The bill of lading gives the marks in the margin as follows: G F-S, 2; G F-B, 3; G F 4, 1. Thus it appears that one bale more was shipped than the bill of lading called for.

About the first to the third of January, 1874, Messrs. Payne & Co. received these six bales of cotton, with accompanying bill of lading. It was placed on the market and sold by them on the ninth of January, 1874, showing net proceeds of $287 08, which these gentlemen passed on their books to the credit of Fleshman's account with them. Due notice of these transactions was given Fleshman by them. On the ninth of January, 1874, the latter had informed Messrs. Nalle & Cammack, that he had shipped them six bales of cotton "four weeks ago" (previously), although his bill of lading called for but five, which through mistake of the boat's clerk had been sent to J. U. & H. M. Payne. He makes mention of the fact that the cotton had been sold by them, and instructs Messrs. Nalle & Cammack "to go and demand the proceeds" thereof. Nalle & Cammack did go and demand them, and were informed that they (Payne & Co.) had received the cotton with accompanying bill of lading, had sold it and placed the proceeds of it to the credit of Mr. Fleshman's account with them. Messrs. Nalle & Cammack were not satisfied with this termination of the matter, and instituted these proceedings to compel Messrs. J. U. & H. M. Payne to pay over the proceeds of said cotton, to wit, $132, to them. They urge the fact that their advances and supplies were used by Fleshman in making the cotton, and that they have a privilege (art. 3217, C. C.) on it, which of right and as a matter of law, should be first paid. (Wood vs. Callaway, 21 A. 471, and 21 A. 495.) To this the defendants reply that plaintiffs have no privilege as to them, because there is no evidence in the case that was ever recorded.

Article 3273, Civil Code, declares that "privileges are valid against third persons, from the date of recording the act or evidence of indebtedness as provided by law." Plaintiffs urge that the consignment of the cotton to them by Fleshman, on the eighteenth day of December, 1873, gave them a privilege which can not be superseded. To this defendants reply that the cotton was also consigned to them; that they had received and sold it and entered the proceeds to the credit of the consigner in part payment of his balance of indebtedness to them, before they were made aware of the claim of the plaintiffs, and before they saw the letter of advice given by Fleshman to the plaintiffs. I can not consider this a sound argument under the circumstances.

1. Fleshman, who alone had the authority to consign the cotton, had shipped it to Nalle & Cammack. In reshipping it an error was committed by the officer of the Palmetto, which was unequivocally testified to by the captain. As Nalle & Cammack had nothing to do with this error, their rights ought not to be affected by it; and as the consigner had nothing to to do with it and knew nothing of it until after some weeks had elapsed, it can not fairly be pretended the confessed error should have the effect of altering his will or of depriving him of any choice in the consignment. The officers of the Palmetto undertook to transport the cotton to plaintiffs, and they were charged and intrusted with no other prerogative or duty. They were not authorized, under any circumstances, to change Fleshman's consignment. If their act in doing so was entirely unauthorized, it can not be binding on the shipper, and therefore can not be taken advantage of by the defendants, who were not the consignees, so far as to warrant them in retaining the net proceeds. Such a consignment did justify them in paying charges, selling, and charging the usual commissions. The simple consignment gave the defendants no privilege, they not having advanced anything on the cotton. Collins vs. Austin, 3 L. 302; Goodhue vs. McClarty, 3 An. 447. See McCutchon vs. Wilkinson, 12 A. 483; Shaw vs. Grant, 13 A. 52.

So far as the evidence goes, it shows but one shipment as to Fleshman. He had made that himself, and no re-shipment seems to have been contemplated, for the bill of lading taken by him stipulated that the cotton was to be delivered to plaintiffs in New Orleans. The captain, therefore, held the property for the lawful or rightful holder of the bill of lading, and could not have held it for any other person. (Fetter et al. vs. Field et al., 1 An. p. 80.) The obligation of the master with Fleshman was to carry and deliver the cotton to Messrs. Nalle & Cammack, or their order. How could the carrier change or destroy this contract without the consent of Fleshman?

The defendants received the cotton in good faith, in the usual course of their business; sold it, and advised Fleshman of the facts and results. In the meantime he had given an order to Messrs. Nalle & Cammack for the proceeds. J. U. & H. M. Payne held a balance of an account that had extended through several preceding years, but which was in no part for advances or supplies furnished in raising the cotton in question. They, therefore, had no privilege affecting it. Under the circumstances, their imputation of the net proceeds to the payment of such an account—one, too, which is not shown to have been liquidated by Fleshman, was without binding effect, and must be disregarded. Commission merchants and factors may be regarded as depositaries of their patrons, in a material sense, and can not retain funds coming into their hands, in payment of an account against them, which is not protected by a privilege and liquidated. They are, more accurately speaking, the agents of consignors, whose mandate is to sell, and who must deliver to their principal whatever they have received by virtue of their procuration. The demand of plaintiffs must be sustained to the extent of the net proceeds of the six bales of cotton sold by them for Fleshman, say $287 08, with legal interest thereon from the day of the demand made by plaintiffs on them, and for all costs.

Edward Thompson vs. steamer Big Horn, owner and master.—The plaintiff in this case shipped 21,437 pounds freight on the steamboat Big Horn on the fifth day of September, A. D. 1872, consigned to order, to be delivered at Boon's Bend, Red river, at two card rates. Owing to the condition of the river (the low stage of the water) the captain thought it impracticable to comply with his contract after proceeding on the journey as far as Shreveport, and consequently stored the freight there and returned. The consignor paid charges on it and had it forwarded by rail thence to Marshall, Texas, and thence to Jefferson. These reshipments and storage necessitated an expense of $191 08 more than plaintiff would have been obliged to pay had his freight been delivered at Boon's Bend, according to the bill of lading. The defense is that it was impossible for the Big Horn to go as far as Boon's Bend on account of the stage of the water. That the steamer was to have two card rates for freight, a rate being one dollar by the understanding, whereas the plaintiff has allowed but fifty cents as a one card rate. A reconventional demand is set up for $399, with interest and costs. The disputed facts in the case are: First—What charges was the steamer entitled to make for freight? Where was she to take the freight?

What necessary expense was plaintiff subjected to in order to accomplish that which the Big Horn had contracted to do? Was it impossible for her to have proceeded on her voyage to Boon's Bend, and if so, what duty devolved on the steamer with reference to the freight? 1. As to the charges, the evidence preponderates in favor of the plaintiff's allowance of freight, and this should have carried it to Boon's Bend instead of Shreveport. 2. The destination of the freight, as per bill of lading, was Boon's Bend. 3. There is no evidence tending to show that the expenses incurred by plaintiff were exorbitant or unnecessary. The proof is that he paid them. 4. As to the impossibility of proceeding on her voyage, etc., the evidence shows that the water was low, but it does not sufficiently show that it was practically impossible for the steamer to comply with her contract. Counsel for defendants urged that the law does not require masters, owners of vessels and common carriers to do an impossible thing. Good law; but in all such cases proof must be produced of the impossibility. The mere allegation, or the announcement by counsel of the fact, is not sufficient. There is no proof in the record that there were no means of reshipment, nor no proof that a fair attempt had been made to reship. The right to store the freight could not modify or in any manner change the obligation to transport it to the port where it was to be delivered. See Pitkin vs. Rousseau, 14 A. 511. After it was stored, it was the duty of the master, owners, etc., to reship, and not wait for the consignor to do so. It is alleged in the answer that it was impossible for the steamer to proceed further than Shreveport, and to this allegation it was admitted respondent would swear if present. It is also alleged that he notified the shippers that he had "stored the freight at Shreveport for the purpose of sending it forward as soon as there was sufficient water to enable any boat to navigate the river above Shreveport." But as before remarked, there is no proof that any effort was made to forward the freight. Under all the circumstances, and under the proof orally made, I am of opinion that the rates of freight for this class is rather underrated by plaintiff and overrated by defendant. The evidence offered on the trial showed that a proper rate would have been $1 50 per hundred pounds, the one card rate being for that class of freight seventy-five cents per 100 pounds. The suit must be dismissed as to J. C. Wicks, whose answer denies any liability, and concerning whom there is no proof. There must be judgment as prayed for in other respects, subject to reduction as above indicated.

The Virginius Indemnity.

A Washington letter to the New York *Times* says:

The report is in circulation that the British government has received a large sum of money from Spain as indemnity for the murder of the English members of the crew of the Virginius. The report, though apparently without official confirmation, has naturally led to inquiries as to what has become of the demand of the United States against Spain on account of the shooting of American citizens seized with the Virginius.

It is now a year since the vessel was captured. The Virginius was restored to the control of the authorities of the United States; those members of the crew whom Spanish barbarity and cruelty had spared from death were set free; Spain acknowledged the illegality of the seizure, and made public apology for the act, and that is all. She has resisted with her usual arts of prevarication and delay the payment of any sum for the families of the murdered Americans, and has failed to punish, as she promised to do, the officers in Cuba who authorized and conducted the outrage. If it is true that Great Britain has secured compliance with her demands, when those made by our government have remained unrecognized, what is the foundation of her success, and the reason of our failure?

In the first place, as to the report that Great Britain has received indemnity, it is probably true that Spain either has actually paid, or entered into definite agreement to pay to the English government £15,000. What claims that payment is intended to cover is quite another question. The word has gone out as above noted, that it is for indemnity on account of the Virginius. That is undoubtedly the English side of the story. But Great Britain had other claims against Spain, and has been pressing all of them together. Certain English vessels have been seized carrying arms to the party of Don Carlos. The British government regards these seizures as illegal, and demanded indemnity, a demand, no doubt, well founded in principles of international law, to which, of necessity, Spain must yield. England had also other claims for a long time pending. It is probable, then, that the Spanish payment is a settlement in full, and that Spain has made such protests in regard to the Virginius and such explanations of the specific claims which she admits, as she hopes and expects will leave her free from any liability to the United States for indemnity on account of the Virginius. England takes the money and distributes it for the liquidation of her claims in such manner as she pleases. Spain made a payment in full of all claims and apportions it to her liking, and whether her statement of details agrees with the statement of England depends upon whether the English statement is suitable for the purposes of Spain. Such is Spanish duplicity in her dealings with all nations. If Spain should find it necessary to explain to the United States the payment to Great Britain, she would profess that it was not for the Virginius massacre, but for something else.

But how has England succeeded in forcing any settlement with Spain, while the United States has made very little progress in the efforts to secure an acknowledgment of her claims? This is a question easily asked, and the more easily by those who give it an emphasis hostile to the present administration. It is also a question not hard to answer. In the first place there is a very great difference in the constitutional powers of the English and American executive in dealings with foreign governments, which put us at a disadvantage, felt on more than one occasion. Mr. Disraeli may send the British navy to the coast of Spain to open fire upon the first town they reach. He may strike at Cuba, or send the ironclads to battle with the Spanish first. The President can do nothing of the kind. He can only use the war power in the defensive. And if a foreign power has done America ever so great an injustice, less than an act of war, the President can do little more than make recommendation to Congress and await its action before declaring war. If England seeks a just reparation from any other nation, especially if that nation was weaker than herself, the Premier makes his demand at the point of the sword. But the sword of the President is in a scabbard, and can only be drawn by the authority of Congress. In her dealings with other nations Spain is most notoriously dilatory, vascillating, uncertain and untrustworthy, and if the United States has suffered more from this character of her diplomacy than some other governments, it is because Spain understands the limitation upon the executive power. She postpones everything while Congress is away, and when Congress meets she gives promise of prompt attention to affairs, and thus postpones the representation to Congress which, it seems, must at last be made. Whatever sound reason exists for the limitation of the war making power imposed by our constitution, it is certain that it is like a manacle to the State Department in treating affairs like the claims for the survivors of the Virginius.

The desire of the Spanish republic to gain the recognition of England and the other European powers has also had much influence in determining the payment of the English claims, especially if there was an opportunity to wipe out the whole score without directly conceding the admissibility and justice of the specific claims on account of the Virginius massacre. This incentive is absent with regard to the United States, since the republican government was recognized immediately on the overthrow of the monarchy.

Spain may, however, find that the patience of the American people is exhausted, and that unless some substantial progress toward settlement is made before December it would seem to become the duty of the administration to present the case in the very strongest form to Congress, where the responsibility must be assumed of determining whether it is not time to wrest justice by force from a people unwilling to give it freely.

"Blazer" Finds a Paradise.

We have, says the Virginia (Nevada) *Enterprise*, in this town, a genius known as "Blazer," who is "never at peace except when at war." He would leave his dinner any day if he thought he could find a fight. When he is unable to find a muss he is perfectly wretched. A week without a battle, and he begins to think there is nothing in this world worth living for. Although he seldom wins more than one fight in ten, it is all the same to him. He rather enjoys a good pummeling. A night or two since some friends of his who happened to be passing through the "Barbary Coast" region of the town, had their attention attracted to a shebang near at hand by a tremendous uproar. There was a smashing of glass, a crashing of chairs, bottles and tumblers; fierce yells, bitter curses, and, in short a fearful commotion.

Thinking one of the voices within had a familiar sound, the gentlemen looked in at the door of the "gin-mill," and there beheld Blazer surrounded by about half a dozen "Coast rangers," who were giving it to him "straight from the shoulder" on all sides. Blazer's nose was flattened; one eye boasted a watch-fob: his upper lip was laid open by a blow from a tumbler, and his clothes were nearly torn from his back. A clip under the eye sent him "to grass," when those nearest him began jumping upon him and kicking him in the ribs. His friends at once rushed to his rescue. The breath was completely knocked and kicked out of poor Blazer, and he lay stretched senseless upon the floor. Some water dashed in his face revived him. Recognizing his friends, he smiled as amiably as was possible with his bloated and distorted upper lip, and huskily whispered.

"Boy's, it's gorgeous! I've stumbled into a regular Paradise!"

How They Did It in New York.

Says the New York *Times* of Wednesday morning:

An animated scene was presented at police headquarters last night during the reception of the election returns, which were transmitted partly by telegraph and partly by mounted policemen from the various precincts. The large courtroom, which had been prepared for the purpose; was filled by a large crowd of interested spectators. The elevated desk at the head of the room, at which the commissioners are wont to sit in judgment on delinquent policemen, was occupied by Superintendent Walling, who read in a loud and distinct voice the returns as they were received. Within the railing were seated at desks and tables, filling their prepared blanks with the figures, a small army of reporters representing the Associated Press and the morning journals, while a constant stream of messenger boys passed up and down the front stairs, en route to the office of the papers by which they were employed. Prominent politicians were constantly coming and going, eager to learn the latest news of the canvass. Among those who visited police headquarters last night, were General Patrick H. Jones, the successful candidate for register; "Jimmy" Hayes, the defeated candidate for the same office, with John Morrissey, Alderman Lewis, Joel O. Stevens, and others. The police commissioners were present during the entire day and evening. Inspectors Dilks, McDermott, Thorne, and Speight, were also on duty at headquarters all night.

A Worthless Man.

I remember now a fellow of early days here. His income was $1000 a day. One evening, after business hours, I encountered him leaning listlessly against a post, with his two hands in his pockets, the picture of utter uselessness. I saluted him and stopped to have a moment's chat, when, after looking at me a moment, he remarked: "You seem to have a pretty good time in this world, and yet I see you at hard work generally." I said: "Yes, I can do both." He sighed and remarked: "I can do neither." "What's the matter, old man? You have plenty of money. You are good-looking—young enough. Why don't you enjoy yourself? 'Don't know how?' Nonsense! Build a nice house—get a nice library, books—lots of books—fine horses, a yacht, guns, dogs. Shoot, fish, sail, read, drive and flirt with the girls. Why, man, I could not find time enough, if I had nothing to do, to enjoy all these things, I should spend so much of it on each." He shook his head, saying, "Don't want a house—tired of horses. Yachting! Makes me sick—can't bear water. Never fired a gun in my life—hate dogs and women." "Well, what the devil can you do?" "Nothing, except drink whisky and play cards." I looked at him pityingly, and wondered that Dame Fortune could be such a stupid as to waste all her favors on such a stick; but then I recollected she was a female. That fellow had nothing that I envied—nothing that I wanted—nothing that I wanted, except his leisure and that thousand dollars a day. He died a couple of years later of the three "W's" (wine, women and whisky).—*From a San Francisco Letter.*

SPECIAL NOTICES.

Notice.—Office of Tradesmen's Fire Insurance Company, No. 73 Carondelet street, New Orleans, November 3, 1874.—All persons concerned are hereby notified that by an order of the honorable Superior District Court for this parish, dated October 29, 1874, I have been appointed receiver of the above insurance company, and have taken charge of its affairs. D. URBAN, Receiver.
no4 10t

New Orleans, October 10, 1874.—Notice is hereby given that application has been made to the Home Mutual Insurance Company of New Orleans for new certificates of the following scrip lost or mislaid, in the name of Lucien Adams: No. 11, of 1853, for $20; No. 3, of 1859, for $40.
oc11 13 25 no8

Special Notice.—Office American Mutual Insurance Association of New Orleans, No. 25 Commercial place, between St. Charles and Camp streets, New Orleans, October 7, 1874.—At a meeting of the Board of Trustees, held this day, it was unanimously resolved to convene a meeting of the stockholders on TUESDAY, November 10, 1874, at 6 P. M., on business of importance.
By order of the President.
oc8 30t P. J. SULLIVAN, Secretary.

Office Lafayette Fire Insurance Company, New Orleans, October 20, 1874.—At a meeting of the board of directors held on October 15, 1874, it was resolved to call in a cash installment of FIVE PER CENT on the capital stock, in accordance with article four of the constitution of the company, payable at the office of the company within forty days. LOUIS MATHIS, Secretary.
oc21 40t

New Orleans, October 25, 1874.—From and after this date Mr. R. Champaign, Jr., is the only authorized collector for the Ocean Saw Mill.
oc27 10t N. KEYES, General Superintedent.

SUCCESSION NOTICES.

Succession of Alexander Pope.

SECOND DISTRICT COURT, FOR THE PARISH of Orleans, No. 37,211.—Notice is hereby given to the creditors of this estate, and to all other persons herein interested, to show cause, within ten days from the present notification, if any they have or can, why the account presented by E. T. Parker, administrator of this estate, should not be homologated and approved, and the funds distributed in accordance therewith.
By order of the Court.
no8 13 17* FRANK PACE, JR., Clerk.

Succession of Paul Burgunder.

SECOND DISTRICT COURT FOR THE PARISH OF Orleans, No. 37,461.—Notice is hereby given to the creditors of this estate, and to all other persons herein interested, to show cause within ten days from the present notification, if any they have or can, why the account presented by the dative testamentary executrix of this estate should not be homologated and approved and the funds distributed in accordance therewith.
By order of the Court.
no5 8 13* FRANK PACE, JR., Clerk.

Succession of Mathew Flood.

SECOND DISTRICT COURT FOR THE PARISH of Orleans, No. 37,551.—Whereas, Mrs. Widow Ann Flood has petitioned the court for letters of administration on the estate of the late Mathew Flood, deceased, intestate. Notice is hereby given to all whom it may concern, to show cause within ten days why the prayer of the said petitioner should not be granted.
By order of the Court.
no8 11 14* FRANK PACE, JR., Clerk.

Succession of Ambrose Schoeller.

SECOND DISTRICT COURT FOR THE PARISH of Orleans, No. 37,544.—Whereas, E. T. Parker has petitioned the court for letters of administration on the estate of the late Ambrose Schoeller, deceased, intestate. Notice is hereby given to all whom it may concern, to show cause within ten days, why the prayer of said petitioner should not be granted.
By order of the Court.
no4 8 12* FRANK PACE, JR., Clerk.

Succession of Francois Bellocq.

SECOND DISTRICT COURT FOR THE PARISH OF Orleans, No. 37,536.—Whereas, Paul Verriere has petitioned the court for letters of administration on the estate of the late Francois Bellocq, deceased, intestate. Notice is hereby given to all whom it may concern, to show cause within ten days why the prayer of the said petitioner should not be granted.
By order of the Court.
oc31 no3 8* FRANK PACE, JR., Clerk.

Succession of James Wenz.

SECOND DISTRICT COURT FOR THE PARISH of Orleans, No. 37,542.—Whereas, E. T. Parker has petitioned the court for letters of administration on the estate of the late James Wenz, deceased, intestate. Notice is hereby given to all whom it may concern to show cause within ten days why the prayer of the said petitioner should not be granted.
By order of the Court.
no1 4 8* FRANK PACE, JR., Clerk.

CORPORATIONS.

CHARTER.....CHARTER

UNITED STATES OF AMERICA—STATE OF LOUISIANA—CITY OF NEW ORLEANS.

Be it known that on this fifth day of the month of November, in the year of our Lord one thousand eight hundred and seventy-four, and of the independence of the United States of America the ninety-ninth, before me, Charles G. Anery, a notary public, duly commissioned and sworn, in and for this city and the parish of Orleans, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Messrs. John B. Lafitte, James T. Doswell, Samuel Simpson, John G. Gaines, Carl Kohn and James Madison Seixas, all residents of this city, who declared that, availing themselves of the rights, powers and privileges conferred by the laws of the State of Louisiana, they have formed and instituted a corporation for the purposes, objects, and under the stipulations and regulations following, to wit:

ARTICLE I.

This corporation shall be named and styled the SOUTHERN AND ATLANTIC TELEGRAPH COMPANY, and its domicile shall be and is here by fixed in the city of New Orleans, parish of Orleans, State of Louisiana. The officers of the corporation shall consist of a president and a secretary, who shall be elected by the Board of Directors. Citations, notices and other legal process shall be served on the president, or on the secretary, should the president be absent. The corporation shall commence business as soon as the requisites of the law shall have been complied with. It shall exist and continue for twenty-five years, during which time it shall have and enjoy succession; it shall contract, sue and be sued, hold, receive, purchase, sell and otherwise convey, under its corporate name, property, both real and personal; it shall establish such rules, by laws and regulations, for the management of the company, as may be necessary, provided such rules, by laws and regulations shall not be contrary to the stipulations of this charter or the laws of this State; and it shall possess in general all such powers and privileges as are given by law to corporations. The said corporation shall use a corporate seal, the device upon which shall be an eagle, with the name of the company around it.

ARTICLE II.

The purposes for which the said Southern and Atlantic Telegraph Company is established, and the nature of the business to be carried on by it, are here by declared to be: To construct, use and operate magnetic telegraph lines, and to transmit messages along the same for themselves and for the public, on and along all highways, railways, canals, rivers and other public ways in this State, and in such other of the United States where the laws shall or may permit, and the said company may desire, and also to connect and contract with any other line of telegraph for the transmission of messages to any part of the world.

ARTICLE III.

The capital stock of the company is fixed at five thousand dollars, which is divided into shares of twenty-five dollars each, making two hundred shares, all paid in, but the capital stock may, by resolution of the Board of Directors, be increased to any sum not exceeding one hundred thousand dollars, to be divided into a corresponding number of shares of twenty-five dollars each, to be paid cash at the time of subscription.

ARTICLE IV.

Transfers of stock shall be made on the books of the company, and no stockholder shall ever be held liable or responsible for the contracts or faults of the corporation in any further sum than the unpaid balance due to the company on the shares owned by him.

ARTICLE V.

The Board of Directors shall be composed of five members, elected annually by ballot, by stockholders representing a majority of the shares, on the first Monday of November, at a meeting called for the purpose by the secretary; the said meeting to take place after ten days' notice in two newspapers published in the city of New Orleans. The directors shall elect from among themselves the president and secretary of the corporation; and the said directors and officers shall exercise their functions until others are elected in their stead, and shall have qualified. All vacancies shall be filled in the board by the remaining members.

ARTICLE VI.

The first annual election shall take place on the first Monday of November, 1875 and until an election shall have been held, and a Board of Directors shall have been elected, and shall have qualified, under the provisions of this act, and in accordance with the regulations and by-laws to be adopted, the following named persons shall constitute the first Board of Directors, among whom the first two named are respectively designated as president and secretary, to wit: John B. Lafitte, president; James Madison Seixas, secretary; James T. Doswell, John G. Gaines and Samuel Simpson.

ARTICLE VII.

The president, or in his absence one of the directors, elected for that purpose, shall preside at all meetings of the board, perform all the duties of an executive officer, and shall conduct all the business of the company generally. The secretary shall perform all the duties usually appertaining to such an officer. Three directors shall constitute a quorum for the transaction of business.

ARTICLE VIII.

This charter may be amended, altered or annulled, and the company dissolved at any time at a general meeting of the stockholders convened for that purpose, after thirty days notice, published in two newspapers in the city of New Orleans, provided that three-fourths of the stock represented at such meeting shall assent to the same.

ARTICLE IX.

At the expiration of this charter, or in case the said company shall be sooner dissolved, the affairs of the company shall be liquidated and settled by three commissioners, to be chosen by three-fourths of the stock represented at any meeting of the stockholders called for that purpose, and in the event that no such commissioners are so chosen, then the affairs of the said company shall be liquidated and settled by the president and directors last elected.

ARTICLE X.

The following named persons are stockholders of the corporation created under this act, and as such are entitled to the number of shares placed opposite their names respectively, viz:

	Shares.
John B. Lafitte	2
James T. Doswell	2
Samuel Simpson	1
John G. Gaines	1
Carl Kohn	1
J. M. Seixas	1
And the Southern and Atlantic Telegraph Company, of which Charles W. Blossom, Esq., is vice president	192

And, in conclusion, the stockholders and corporators hereinabove named, in confirmation of the aforesaid stipulations, covenants and agreements, ordained and established by the present act for the purposes above mentioned, and to that effect only have hereunto subscribed their names respectively, in the presence of Messrs. Edgar Grima and Numa Delery, both residing in this city, competent witnesses, who have also hereunto set their hands with me, notary, in my notarial office, at the city of New Orleans, on the day and in the month and year first above written.

The original is signed:
JOHN B. LAFITTE,
JOHN G. GAINES,
C. KOHN,
J. M. SEIXAS,
SAMUEL SIMPSON,
J. T. DOSWELL,
Per pro. CHARLES W. BLOSSOM, V. P.,
J. M. SEIXAS.
Witnesses:
EDGAR GRIMA,
NUMA DELERY,
CHARLES G. ANERY, Notary Public.

I certify the foregoing to be a true copy of the original charter extant and of record in my office.

In faith whereof I grant these presents under my signature and the impress of my seal of office at the city of New Orleans, this seventh day of the month of November, A. D. 1874.

CHARLES G. ANERY,
no8 15 25 dec Notary Public.

LOTTERIES.

SUMMER SCHEME.

ONLY 10,000 NUMBERS.

LOUISIANA STATE SINGLE NUMBER LOTTERY

Three Capital Prizes of $10,000 each.

LOUISIANA STATE LOTTERY COMPANY

(Incorporated August 17, 1869).

CLASS F.

To be drawn in public at New Orleans,

On Saturday, November 14, 1874.

SCHEME.

10,000 Tickets.....Tickets only $10

Halves, Quarters and Eighths in proportion.

1 prize of $10,000 is	$10,000	
1 prize of 10,000 is	10,000	
1 prize of 10,000 is	10,000	
30 prizes of 500 are	15,000	
300 prizes of 100 are	30,000	

APPROXIMATION PRIZES.

9 approximations of $200 each for the nine remaining units of the same ten of the number drawing the $10,000 prize are.	1,800
9 approximations of $200 each for the nine remaining units of the same ten of the number drawing the $10,000 prize are.	1,800
9 approximations of $200 each for the nine remaining units of the same ten of the number drawing the $10,000 prize are.	1,800
360 prizes, amounting to	$70,400

EXPLANATION OF APPROX