New Orleans Republican.

OFFICIAL JOURNAL OF THE UNITED STATES

OFFICIAL JOURNAL OF NEW ORLEANS

AUCTION SALES THIS DAY.

BY R. M. & B. J. MONTGOMERY, at 10 o'clock at the corner of Natchez and Camp streets, a general assortment of new and second-hand furniture, etc. At 10½ o'clock, at the corner of St. Charles and Gravier streets, diamonds, jewelry, pianos, etc.

BY EUGENE J. SPEAR, at 10½ o'clock, at the corner of Marais and Customhouse streets, contents, stock and fixtures of a coffeehouse.

BY A. GEBARD, at 11 o'clock, at Nos. 12 and 14 Bourbon street, household furniture, etc.

Local Intelligence.

POLICE CHANGES.—Acting Police Superintendent Leclerc and the Board of Commissioners contemplate making some changes in the force for the purpose of cutting down expenses. There is a chance to lop off a few useless members and the department will be none the worse by such loss. What the exact programme is has not been explained, but there will be a considerable reduction.

Corporal Murphy was transferred from the first precinct to the mounted force, Corporal Miller fills the place made vacant by Murphy's transfer.

TO BE A GAUGER.—General George Balloley, lately on the Board of Police Commissioners, has joined the army of Customhouse gaugers and will commence active duty next month.

WILL WEAR IT ALL THE TIME.—Not long ago the New York police commissioners issued an order for the men to wear uniforms all the time, and some men thought that this prevented them undressing at night. The order created considerable fun, and pictorials made some queer pictures on the situation. For instance, a peeler was portrayed as taking a bath, with his uniform on. Now, we have a similar situation here. An order from the Grand Commander of Knights Templar says that during the entire session of the Grand Encampment resident members, off duty or on, must at all times wear a fatigue cap and commandary badge. The latter may be pinned to a night shirt, on going to bed, but it will be rather rough on the cap when the owner is sleeping in a strange bed.

THE ELECTION IS OVER.—A colored Conservative suffragan wishes us to ask the Democratic committee if it is now willing to extend to colored Democrats that amount of protection so freely promised before the election, therefore the committee will consider the interrogatory as put. The reason for asking the question was because on the sixteenth instant, Robert Williams, president of the Ninth Ward Colored Democratic Club, with Willis Pugh, was arrested at the head of Cottonpress street, charged with robbery. It is stated that these two black Democrats last Monday entered a house at the corner of Elmira and Craps streets and conducted themselves in an outrageous manner, threatening to kill, holding revolvers to intimidate persons, and robbing innocent people. Judge Long will investigate the case, whether anybody else does or not.

The following is a statement as obtained by Captain Joseph:

On the sixteenth instant, about 5 P. M., three colored men named Willis Pugh, Louis Johnson and Robert Williams, entered the cigar manufactory of J. Lopez Villincencio, Nos. 837 and 839 Burgundy street. Mr. Villincencio was employed in his kitchen, when Johnson went up to him and said that he had a revolver which he wished to exchange for tobacco. Villincencio replied that he had a pistol which was good enough for him. Johnson was leaning against the mantelpiece, telling Mr. Villincencio that he might just as well do it. Mr. Villincencio paid no attention and went into the yard to look after his children, but keeping his eyes upon Johnson, he saw him filling his bosom with tobacco which was lying on the mantelpiece. Mr. Villincencio told him to let it alone. Johnson pulled out his revolver and cocked it at his breast. Mr. Villincencio ran out to get his revolver and cried out to stop. He came up to him and took the tobacco from his bosom. Willis Pugh was standing near the yard gate half open to give him a chance to get away with the tobacco to the amount of $5. Johnson got away, followed by Mr. Villincencio, and there perceiving Robert Williams, who was standing at the yard gate also; the three ran away and one of them fired at Mr. Villincencio, who returned the shot. When the premises were examined some forks, knives and 100 cigars were missing and carried away by Willis Pugh. Pugh and Williams were arrested.

ARRESTED TWICE IN ONE MINUTE.—The first precinct police record book shows that Robert Jones was last evening arrested twice in less than a minute—in fact in the same instant. The first offense was assault and battery and the second attempting to shoot Alexander Brown.

ARE THEY LIFE PRESERVERS?—Among the articles taken from the wreck of the steamboat Empire are a few so-called life preservers. Last Tuesday some of these things were piled up near the human victims, as if in mockery. The contrast was striking—corpses and life preservers. Those things were entirely useless when the Empire sank with her precious load of humanity. It is not likely that a single victim of that awful disaster thought of life preservers, and it is certain that those who escaped never made use of them.

THE STEAMBOAT EMPIRE DISASTER.—Yesterday morning wreckers, under the orders of Captain Francis, began operations on the wreck of the Empire and divers went down to the boiler deck. It was discovered that but a portion of the vessel had been broken, and the diver was compelled to cut his way through. The cargo had shifted and the body of one man was found under rice sacks. His name was George Ward, twenty-eight years old, of this city, and was a deckhand. Thousands of people were on the wharf when the corpse was brought to the surface, and the circumstance shocked all who witnessed it. The body was sent to the police station and afterward identified.

It is now believed that several of the deckhands were sleeping on the boat at the time, and were trapped before being able to make a single effort to escape, but how many is not known. Divers did not get into the main cabin or saloon yesterday where the death harvest must have been greatest.

The actual cause of the disaster is still unknown, but it is possible that the wreckers will be able to make a pretty clear estimate before they cease their labors.

Mr. J. A. Moffat, local inspector of steam vessels, has commenced to investigate the matter. Mr. William Green, engineer, who was employed on the Empire and came up on her the last trip, testified. He says that he always considered the boat a light one, and just before arriving here sent a carpenter into the hold to make an examination. The report was that everything was all right and that no water could be found. This last load was an unusually large one, which caused him to send the carpenter down. The landing was made without striking anything. The vessel was loaded uniformly and was a foot down by the head. He left the boat about one o'clock Tuesday morning, and left the second engineer on board sleeping. He thinks that the boat listed and that water flowed in through the fore hatch. The night watchman has a good character for sobriety, but it has been reported that he slept when on duty. Never saw the boat so loaded but once before.

The steamer's carrying capacity is 203 tons, and on the last trip she had nearly that amount on board.

BRIEF MENTION.—John Henry, a Cuban cigar maker, was arrested at the corner of Conti and Clay streets on complaint of J. E. Cassard who says accused stole a fine gold watch from him.

Michael Romain was arrested at the corner of Poydras and Rocheblave streets on complaint of Elizabeth Georges who says a very hard thing of him.

J. V. Micolo asserts that he several weeks ago entrusted a gun to Hyppolite Pierry to sell. Pierry failed to make any return, and even denied that he ever received the gun. He was shot into a calaboose.

The case of Dr. Ulrich was called by Judge McArthur yesterday, but was continued as some witnesses were absent. It is the City Hotel robbery matter.

INFORMATION CONCERNING JOSEPH BERGERON.—The father of Joseph Bergeron writes to the police of this city asking for information concerning his son. The letter is dated Albany, New York, November 13. Some one named Joseph Bergeron was wounded on the fourteenth of September, but it is not known what became of him.

THREE FIRE ALARMS.—The alarm sounded at twenty minutes after seven o'clock last evening from box 143 was false.

At eight o'clock a kitchen, occupied by Mrs. A. Duvigneaud, on Bayou road near Dorgenois street, was burned. An adjoining kitchen, owned by Victor Lasalle and occupied by Auguste Sarrat, was also destroyed.

The alarm sent from box seventeen at half-past ten o'clock last night was caused by the burning of a small house near the corner of Live Oak and First streets.

COURT RECORD.

WEDNESDAY, NOVEMBER 18, 1874.

Supreme Court.

Present all the judges.

The rule restricting counsel to fifteen minutes was ordered rescinded and the old rule allowing one hour's time for argument re-established.

Superior District Court.

Thomas Janney vs. New Orleans, Chicago and St. Louis Railroad Company.—Action for $773 damages for loss of two trunks en route from New York to New Orleans.

Alfred Marchand vs. Louisiana National Bank and city of New Orleans.—Petition alleges responsibility for value of coupons on bonds issued by the city of Carrollton, November 1, 1873; that act No. 71, of 1874, annexing that city, determined the responsibility, and prays judgment for $449 16.

State vs. Charles Clinton.—Intervention of Williams & Guion alleging ownership of three bonds issued under act No. 95 of 1871, and enjoined under paragraphs twelve and thirty of the petition; that they were issued April 24, 1871, and purchased July 7, 1872, at seventy-one cents on the dollar, and prays judgment for $3000.

Defendant's answer claims that plaintiff, speculating in bonds, can not plead ignorance of laws relative to them, and that there was no consideration for the bonds.

State ex rel Thomas Lynn vs. John Calhoun, Administrator of Public Accounts. Alternative writ of mandamus made peremptory, and defendant ordered to draw his warrant on the Administrator of Finance for $9742, less $2857 50 paid February 7, 1874, and $224 paid June 17, 1874.

W. G. Wilmot, Freret et als. vs. city of New Orleans.—The defendant is enjoined from bringing any suits for the purpose of collecting wharfage dues from coal boats at coal landings in the Sixth District, and the injunction made perpetual. Under the constitution of the United States the city of New Orleans can not levy a tax on commerce, nor can it legally collect wharfage dues unless it has erected the wharves at its own expense. Such dues can be only levied for the purpose of remunerating the city for the expense incurred in erecting the wharves. Having erected none at the coal landings it has no right to charge wharfage dues or bring suit for them.

Morris Ranger vs. city of New Orleans and Jackson railroad.—The following is a synopsis, with the authorities, of the argument of David C. Labatt, Esq., for the plaintiff:

This is a suit by an alien in a State court, claiming rights of a citizen, on 157 bonds, for the purposes of argument, called promissory notes of the city of New Orleans. The maker has failed to pay, and the indorser, the Jackson railroad, been notified. There is nothing in the charter or pursuit of the road, or the law of Louisiana, that gives exemption from liability on commercial paper. In commercial law an unqualified indorsement makes the endorser responsible. Under the statute the road had nothing to do but indorse. They were, in fact, bonds payable to the order of the company. (Act of 1854.) They were made to be indorsed to give them additional value, doubts being entertained if the State could issue them. The authority for the indorsement is in the act, and they have been indorsed as required. Verbal testimony that the officers did not intend to make themselves or the company liable can not be received. That could only be shown by indorsement "without recourse." If the bonds are to be considered commercial paper, the road is liable as indorser. An obligation payable to a certain person, though called a bond, is in the nature of commercial paper. Blake vs. Livingston county, 61 Barb. 149.

The liability of an indorser on such paper is inseparable from that of an ordinary indorser. Agents, within the scope of their agency, can make their companies liable. An indorsement may be made on the face. The indorser is affected with the liability of the drawer of a bill of exchange; Story Prom. Notes, 134. Notes indorsed in blank are to be treated as if filled up; ib. 135. On restrictive and qualified indorsements see ib. 161, 165, 166, 170. It must appear on the face of the instrument or be known to the subsequent holder; ib. 174. Indorsement includes delivery and denial of indorsement denial of delivery; Smith Merc. Law, 296, 295. Indorsers of bank bills are liable; Pars. Notes and Bills, 94; 2 Harr. Del., 235, 261. The United States government is liable on promissory notes and must have notice of protest; 12 Wheat., 559; 21 How., 210.

The impediment in the case is a statute, and the question is if it is valid or the Legislature transcended its powers; 16 Wal. 549. If it is unconstitutional, it is not premature to pronounce it so now; Green vs. Biddle, 8 Wheat. It makes no difference if the law provides a remedy. We had a right, and it deprives us of it. The city shields itself behind this vicious statute and provides no means of payment of the bonds. The law should be striken from the statute book because it authorizes the city to do a dishonest act. It provides that no court shall issue any writ whatever against the city. The government of the city is not what it was when the law was passed. Then there was a controller and a council. Now there are only heads of departments, and no court can mandamus them. The plaintiff only asks the remedy he had when he took the bonds and before the act was passed. "A law which deprives a party of all legal remedy must necessarily be void." Cooley, Const. Lim.

These bonds are to be governed by the rules of commercial law, and not to be impeached for informality more than other commercial paper. City of Lexington vs. Butler, 14 Wal., 293. The laws existing when a contract is made are a part of it. 16 Wal., 314, 690.

The State and corporation are both liable. The power is a trust which the donor can not annul, and which the donee is bound to execute. 14 Wal., 555. The bonds were really issued by the road. They were to facilitate its construction, a special tax having been found too slow. They are not deeds, though having seals, but have the attributes of commercial paper. Harlem Railroad Company vs. Brainard, 25 N. Y.; 19 N. Y., 20.

The law depriving the plaintiff of his remedy is obnoxious to the constitution, by depriving him of the benefits of a judgment. We can not force the city to pay if they should collect a tax to pay the bonds. It could use it for another purpose. There is no controller and treasurer, and the writ must be directed to the Administrator of Finance, and that might evade the law. The law must be administered as it stood when the transfer was made. The statute has brought disgrace on the city. Its bonds are worth only twenty or thirty cents. It is in the attitude of a debtor who tells his creditors he will pay when he pleases.

The following is the full text of Judge Hawkins' decision:

In 1853 the charter of the New Orleans, Jackson and Great Northern Railroad Company was authorized by the State of Louisiana. In 1854 she authorized the city of New Orleans to issue bonds to the extent of $2,000,000, to subscribe that amount of stock, and to pay that amount in bonds to the company. The plaintiff here became the holder of 157 of these bonds for $1000 each, before maturity; and after maturity, or soon thereafter, instituted this suit against the city of New Orleans and the Jackson Railroad Company, as indorser, for the face of the bonds and interest.

The first question to be considered is the liability of the city of New Orleans. The city issued these bonds, and pledged the faith of the city to redeem them at maturity.

If there is no provision in the act to provide for the redemption of these bonds at maturity they become an absolute debt, which it is obligatory on the city to pay at maturity. She assumed the obligation at the time of the issuance of the bonds, to pay them at maturity, in current funds, in money. This gives the holder a right of action against the city, to recover the amount of the bonds at maturity. The plaintiff, therefore, is unquestionably entitled to a judgment, as against the city, for the amount of the bonds.

The next question to consider is the obligation or liability of the Jackson Railroad Company. That company was chartered by law by the State of Louisiana in 1853 as a common carrier. A railroad has been defined to be, and the purposes for which it was created show it to be a common carrier. It was authorized then to build a railroad for the purpose of transporting goods, passengers and anything else of the kind. This act has a public significance. The city of New Orleans occupies the third rank as a commercial city on the Western continent, and this railroad, since its construction, connects it with all parts of the Union. It must have been in the contemplation of the Legislature to enhance the interests of the State and city, and for that purpose the State authorized the city to pledge her credit. That was the moving cause. The construction of the railroad could not have been done without a company. The company organized themselves to meet the object desired by the city and State. The city and the State both had the same thing in view—the protection and enhancement of the interests of the people of this locality.

The bonds can not be as a general thing assimilated to commercial paper. The law governing commercial paper is founded on custom and usage, and has seldom received the sanction of courts. The British government has never enacted any commercial code. In France at one time it was attempted to enact one, but it was abandoned. The commercial law of England is that which is founded on usage and custom, and that is also the commercial law of the United States. And it is well known in commercial law what constitutes commercial paper, bills and notes and bills of exchange. A bill of exchange in commercial law has been defined to be a request by one party to another to pay at such a time or on demand a certain sum. A promissory note is a written promise to pay money. These are two characters of commercial paper whose qualities are well understood in commercial circles. There are other species of obligations that have acquired a certain degree of commercial character, such as bonds. The laws of prescription apply by decisions of our own courts to all paper that is transferred from one to another. Although it is not commercial paper, it has some of the attributes of commercial paper. Bonds are made payable to the order of a company, and they become commercial paper in so far as negotiability is concerned. But the liability is a different question, and the rules which control that are founded on statutes and contracts. Usage has sanctified no law in this respect.

A promissory note, when indorsed in blank, carries with it the obligation of the indorsor to pay. So it is with a bill of exchange. But I can not see how that rule can be applied to a bond issued by a commonwealth. The court does not question the authorities cited. So far as the holder is concerned, his right of action can not be gainsayed. So far as the indorsement is concerned, there may have been twenty persons intervening between the present plaintiff and the original holders. The court will take no notice of that, and will not permit any question to be raised as to his title. He is entitled to recover. The question then recurs from whom should he recover? Did the Jackson Railroad Company, by placing its signature on the back of the bonds, become responsible for the payment of the face of the bonds, in case the maker failed to pay? The answer to that question depends upon the fact whether this bond is or is not assimulated to a promissory note. If it is, then there is no question as to the liability.

I will consider, for the purpose of discussion, that the bond is regularly indorsed, and then discuss whether the bond is a promissory note. To become a promissory note it must have the ingredients of a promissory note. Having already determined that its title assimilates to that of a promissory note, what was the object in making these bonds? Was it to facilitate commercial transactions? Was it for the purpose of making it a negotiable instrument in the commercial usages of the world? The obligation or bond was issued for the purpose of facilitating a public work and regulating it by law. In that case the common law would supersede, and put an end to all controversies. But the State of Louisiana, when she authorized the construction of this road, and authorized the city to raise the money, or a portion of it necessary for the purpose, did not contemplate anything of the kind. She contemplated the construction of a public work. She bound herself to pay the amount of the bonds with interest from the date, or as soon as therein stipulated from the time interest should mature, and these bonds were negotiated. They were sold to capitalists. Capitalists could alone invest in them. They were not like an engagement given in a bill to pay in sixty or ninety days, but it was a loan of an obligation to pay at a future time. The necessities were such that the State of Louisiana wanted this road, and was willing that the city of New Orleans should execute these bonds, because the city of New Orleans had the most eminent and direct interest in the road. The State profited very little by it compared to the city. But the city itself may be considered as having been vitally interested. Hence she obtained the authority from the Legislature. A directly similar case was presented by the city of Cincinnati. She has been laboring for a number of years to build a road from the city of Cincinnati to the gulf.

The constitution of the State of Ohio prohibited the State from giving aid to railroads outside of the State, but it was found that there was no prohibition against the city of Cincinnati. So the State of Ohio authorized the city of Cincinnati to subscribe $10,000,000 to aid in the construction of that road. The bonds were issued. Now would it be maintained that that railroad company that received these bonds would be liable? The bonds were negotiated four weeks ago, and a portion of them negotiated at par. It makes no material difference whether the bonds were drawn to the order of the railroad company or not; it is the substance we look after and not the form. The purpose and object of that enabling act was to enable the city of Cincinnati to furnish the means by which this railroad could be built. The city of New Orleans had the identical purpose in view—to provide means to build this railroad here. Take it away and the city of New Orleans would dry up. That is one of the difficulties in the way of the progress of this city that the transit is not sufficient.

I therefore conclude that it was not the purpose of the Legislature, nor of the Jackson Railroad Company, at the time the bonds were issued, that they were railroad bonds, but they were city bonds, and issued by the city, through the sanction and authority of the State, for the purpose of erecting this public enterprise. The road itself is not liable, although it received these bonds, because they were not commercial paper in the sense in which that term is understood in commercial law. I will discharge the claim as against the Jackson Railroad Company. As to the other question of the right of the plaintiff to proceed by way of execution. Execution is the form by which all judgments may be secured to any person who obtains a judgment. But I have been reflecting seriously about this statute, and it strikes me that it is only after the court has rendered judgment that it can take its provisions under consideration. If the court then is barred by that statute it will so decide; if it is not barred it can go on with the execution. The statute itself is a little remarkable and it may be shown that it is void in this respect. But I do not see that the plaintiff in this stage of the case can bring up that question. It will be brought before the court as soon as execution is applied for. Then the party can make the issue. The clerk of the court can make it, or the Attorney General if the State or a judgment debtor can raise the question, and it will be examined. The court has not yet made its decree. If the judgment had gone against the plaintiff then there would have been no necessity for the consideration of this question.

The judgment will be against the city, and the claim against the Jackson railroad will be dismissed.

First District Court.

INFORMATIONS FILED.

Petty larceny—M. Heintz, Joseph Casting.

Assault and battery—Catherine Mathilda Moore, Alexander Moore.

Cruelly breating, etc., a cow—Aug. Bugard.

ACQUITTED.

Assault and battery—Chlorinda Sampson.

Petty larceny—Louisa Cross.

CONVICTED.

Assault and battery—Alf. Kinzey.

Petty larceny—L. W. Kohlman.

SENTENCED.

Petty larceny—Thomas Harris, one year; L. W. Kohlman, two days.

Assault and battery—Scipio Stevens, costs.

Fifth District Court.

No cases tried, Judge Cullom being unwell.

Sixth District Court.

James E. Perkins vs. C. S. Bushnell—Suit under contract for materials and work on the New Orleans, Mobile and Texas railroad. Petitioner alleges furnishing 69,720 yards earthwork at fifty cents, 500 cross ties at seventy-five cents, and 3000 at fifty cents, and a balance due of $20,000, for which he prays judgment.

Chamber of Commerce.

Pursuant to a call for a special meeting the Chamber met last night at seven o'clock, and was called to order by President J. H. Oglesby, who announced the object of the meeting as being for the purpose of conferring with and receiving a delegation from the city of Dallas, Texas, touching the vitally important subject of railroad connection with Texas.

General Cyrus Bussey spoke of the favorable manner in which the Chamber was disposed to consider such a road, and stated he was there to hear what the gentlemen from Texas had to say. He favored taxation as a means, and said New Orleans had yet capital enough to build more than one road, and a road was wanted which should be run entirely for the benefit of New Orleans and of Texas. He said, let New Orleans build a road to Sabine and we shall be met there by a Dallas road from Dallas.

The gentlemen present representing the Board of Trade and the city of Dallas were Messrs. E. C. McLure, S. J. Adams, A. Davis and R. V. Tomkins.

Mr. Adams, for his city, spoke of the disposition shown by the New Orleans papers, speaking for the people, for a road to Texas. He was here to speak for Dallas. To speak of the value of such a road at this time was folly. The road was a recognized necessity. There might be questions here as to what point in Texas the road should reach. He was prepared to show by facts and figures that the section of country he represented was most desirable. And he did it. He promised co-operation, to the extent of giving the charter and valuable franchises of a road from Palestine to Dallas if New Orleans would build to Sabine. Or more, Dallas would build a road to Sabine if New Orleans would meet it there. He spoke of other routes, but this appeared to him most likely to benefit Dallas and New Orleans. The question of how to build the road was most important. He said taxation seemed most equitable, as a means of making those who were to be benefited pay the bill, and cited how Dallas had been benefited in that manner, until taxes could be easily paid.

Mr. C. G. Forshey offered a few remarks concerning the topography of the country, favoring the Sabine and Dallas route.

Colonel McLure, of Dallas, spoke of the cotton prospects in Northern Texas, a country just opening to the produce of that staple. He made the statement that 200 square miles about Dallas could be made to produce as much cotton as is now grown in all of the Southern States. Of the 29,000 bales shipped from there the last season only 8000 came to New Orleans. The crop increases yearly, and all could come here.

Mr. J. H. Kennard said the necessity for a road was no longer a question, and if we had not a mile of it built the route by Donaldsonville to Sabine and a central road to Dallas would suggest itself as the most feasible—it saved distance and expense. He approved of taxation and legislation to secure such a road—a road for the interest of New Orleans.

Colonel W. M. Burwell made a short, telling speech of the importance of the road as a project to increase the commercial importance of New Orleans and to secure a trade that could not be drawn away by rival cities. He demonstrated how the Dallas road would reach the centre of a rich country, the products of which must come here in spite of flankers.

Upon motion of Mr. L. H. Gardner the Chamber adjourned to meet again on Saturday evening, when it is understood some practical plan of operation will be presented for consideration and action.

The Weather and Rivers.

OFFICE METEOROLOGICAL OBSERVER, New Orleans, November 18, 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	43	N. E.	Cloudy.
Corsicana	52	S. W.	Cloudy.
Cincinnati	44	N. E.	Cloudy.
Davenport	27	N.	Cloudy.
Dubuque	26	N. W.	Cloudy.
Fort Sully	9	N. W.	Fair.
Galveston	69	E.	Fair.
Indianola	70	E.	Cloudy.
Keokuk	30	E.	Fair.
Lacrosse	18	N.	Cloudy.
Leavenworth	29	N.	Light snow.
Louisville	45	N.	Cloudy.
Memphis	41	N.	Light rain.
Nashville	42	N.	Cloudy.
New Orleans	72	N.	Cloudy.
Omaha	15	N.	Light snow.
Pittsburg	45	N.	Cloudy.
Shreveport	59	N. E.	Cloudy.
St. Louis	32	N. E.	Cloudy.
St. Paul	13	N. W.	Clear.
Vicksburg	54	N.	Cloudy.
Yankton	9	N. W.	Cloudy.
Augusta	70	.....	Cloudy.
Baltimore	37	N.	Cloudy.
Mobile	70	N.	Cloudy.
Montgomery	59	N. E.	Light rain.
New York	50	W.	Clear.
Savannah	66	N. E.	Light rain.

RIVERS.

Stations.	Rise. Inches.	Fall. Inches.	Above low Water mark. Ft.	In.
Cairo	4	..	5	1
Cincinnati	..	..	3	4
Davenport	..	..	0	4
Dubuque	2	..	0	5
Evansville	..	3	1	6
Helena	2	..	4	0
Keokuk	..	3	4	3
Leavenworth	..	..	..	4
Lacrosse	..	1	4	0
Louisville	..	..	2	5
Memphis	5	..	5	9
Nashville	..	6	2	7
New Orleans	3	..	*14	9
Omaha	..	..	2	7
Pittsburg	3	..	6	9
Shreveport	..	3	4	11
St. Louis	1	..	7	3
St. Paul	..	3	4	5
Vicksburg	1	..	3	8
Yankton	2	..	2	5

*Below high water mark of 1874.

A monument is to be erected to the memory of the late John R. Thompson, a Southern poet. The fund for the same is now complete, and is in a Richmond bank awaiting appropriation.

The *Christian at Work* offers "Twins" for a subscription premium. They are Landseer's "Twins," and are done up in chromo.

CITY ORDINANCES—OFFICIAL.

PUBLISHED BY AUTHORITY.

MAYORALTY OF NEW ORLEANS, City Hall, November 18, 1874.

[No. 2843—Administration Series.]

Resolved, That the Administrator of Finance be and he is hereby authorized to issue consolidated gold bonds, drainage series, at the rate of ninety cents on the dollar, in settlement of the following claim as per contract authorized by ordinance No. 2636, Administration series:

John Clark, for furnishing and erecting at Dublin avenue draining machine three boilers, complete	$5100
Less ten per cent guarantee retained	510
Total	$4590

Adopted by the Council of the city of New Orleans, November 17, 1874.

Yeas—Brewster, Calhoun, Lewis, Schneider, Turnbull.

LOUIS A. WILTZ, Mayor.

A true copy:
DANIEL SCULLY, Secretary.

MAYORALTY OF NEW ORLEANS, City Hall, November 18, 1874.

[No. 2844—Administration Series.]

An ordinance providing for the payment of the pay roll of the Department of Improvements for the seven days ending November 7, 1874.

Be it ordained, That the sum of $2238 95 be and is hereby appropriated to pay the labor and cart hire roll of the Department of Improvements for the seven days ending November 7, 1874, as per certified roll approved by the Administrator of Improvements, and that the Administrator of Public Accounts warrant on the Administrator of Finance in payment of the same, whenever there shall be money in the city treasury to the credit of the appropriate fund for each account, and not otherwise appropriated:

Bureau of streets, labor and carts	$2238 95

Adopted by the Council of the city of New Orleans, November 17, 1874.

Yeas—Brewster, Calhoun, Lewis, Schneider, Turnbull.

LOUIS A. WILTZ, Mayor.

A true copy:
DANIEL SCULLY, Secretary.

MAYORALTY OF NEW ORLEANS, City Hall, November 18, 1874.

[No. 2845—Administration Series.]

Resolved, That the Administrator of Finance be and he is hereby authorized to issue improvement bonds at the rate of seventy-five cents on the dollar, in final settlement of the following claim, authorized by ordinance No. 2638, Administration series:

Henry Oertling, for 298,510 feet of pine lumber, furnished and delivered, at $20 10 per 1000 feet	$6000 05	
Less amount received on certificate No. 214, Administration series	$1809 00	
Less amount received on certificate No. 219, Administration series	1809 00	3618 00
Balance due by city		$2382 05

Adopted by the Council of the city of New Orleans, November 17, 1874.

Yeas—Brewster, Calhoun, Lewis, Schneider, Turnbull.

LOUIS A. WILTZ, Mayor.

A true copy:
DANIEL SCULLY, Secretary.

MAYORALTY OF NEW ORLEANS, City Hall, November 18, 1874.

[No. 2846—Administration Series.]

Resolved, That the report this day presented by the Administrator of Improvements, of work done by the Mississippi and Mexican Gulf Ship Canal Company and their transferee, under act of the Legislature No. 30 of 1871, be and is hereby approved and adopted.

Adopted by the Council of the city of New Orleans, November 17, 1874.

LOUIS A. WILTZ, Mayor.

A true copy:
DANIEL SCULLY, Secretary.

MAYORALTY OF NEW ORLEANS, City Hall, November 18, 1874.

[No. 2847—Administration Series.]

An ordinance providing for the payment of the several accounts therein named.

Be it ordained, That the following appropriations be and are hereby made for the Department of Waterworks and Public Buildings, for November, 1874, and that the Administrator of Public Accounts warrant on the Administrator of Finance in payment of the same, whenever there shall be money in the city treasury to the credit of the appropriate fund for each account and not otherwise appropriated:

WATERWORKS.

Leeds & Co., gas pipe	$2 00
Fred Good, lard oil, November	235 00
J. D. Baxter, reimbursement	9 00
Total	$246 00

SMALL POX HOSPITAL.

C. Steinel, bread, October	$31 00
E. Valle, provisions, November	141 50
Total	$172 50

HOME OF AGED AND INFIRM.

E. Valle, provisions, November	$107 35

INSANE ASYLUM.

E. Valle, provisions, November	$779 50
E. Valle, tobacco, smoking and chewing	90 00
Total	$869 50

Adopted by the Council of the city of New Orleans, November 17, 1874.

Yeas—Brewster, Calhoun, Lewis, Schneider, Turnbull.

LOUIS A. WILTZ, Mayor.

A true copy:
DANIEL SCULLY, Secretary.

MAYORALTY OF NEW ORLEANS, City Hall, November 18, 1874.

[No. 2848—Administration Series.]

Resolved, That Alfred Phillips, Esq., be and is hereby employed as special counsel to represent and protect the interests of the city in the suit of George S. Lacey vs. Rufus Waples, et al., No. 26,231 of the docket of the Superior District Court, and that for his services in that capacity he be paid a just and reasonable compensation, to be hereafter fixed by the Council.

Adopted by the Council of the city of New Orleans, November 17, 1874.

LOUIS A. WILTZ, Mayor.

A true copy:
DANIEL SCULLY, Secretary.

MAYORALTY OF NEW ORLEANS, City Hall, November 18, 1874.

[No. 2849—Administration Series.]

An ordinance to amend ordinance No. 2838, adopted November 4, 1874.

Be it ordained, etc., That the following budget appropriations, as amended and readjusted in said ordinance, to wit:

Streets, materials, etc	$28,000
Wages, drainage	6,000
Wages, wharves and landings, Department of Improvements	35,000
Wharves and landings, materials, etc	7,000

be and is hereby amended to read as follows, viz:

Streets, materials, etc	$32,000
Wages, drainage	18,000
Wages, wharves and landings, Department of Improvements	40,000
Wharves and landings, materials, etc	12,000

Be it further ordained, etc., That the following items of decrease of budget appropriations, to wit:

Wages, streets	$20,000
Salaries, Bureau of Streets	2,000
Drainage materials, etc	4,000

be and the same are hereby repealed; and it is further ordained that the original budget appropriations for wages on streets, viz: $207,797, be increased to the sum of $227,797.

Adopted by the Council of the city of New Orleans, November 17, 1874.

Yeas—Brewster, Calhoun, Lewis, Schneider, Turnbull.

LOUIS A. WILTZ, Mayor.

A true copy:
DANIEL SCULLY, Secretary.

MAYORALTY OF NEW ORLEANS, City Hall, November 18, 1874.

[No. 2850—Administration Series.]

Resolved, That the sum of $200 be and the same is hereby appropriated to A. B. Beale, as compensation for services rendered in the Department of Improvements during the months of August and September, 1874, having been omitted from the pay rolls of the respective months, and that the Administrator of Public Accounts warrant on the Administrator of Finance in payment of the same, whenever there shall be money in the city treasury to the credit of the appropriate fund, and not otherwise appropriated.

Adopted by the Council of the city of New Orleans, November 17, 1874.

LOUIS A. WILTZ, Mayor.

A true copy:
DANIEL SCULLY, Secretary.

MAYORALTY OF NEW ORLEANS, City Hall, November 18, 1874.

[No. 2851—Administration Series.]

Resolved, That permission is hereby granted to D. C. Byerly, manager of the New Orleans Bulletin, to erect a steam engine in the building No. 109 Gravier street, for the purpose of driving a printing press, revocable at the pleasure of the Council.

Adopted by the Council of the city of New Orleans, November 17, 1874.

LOUIS A. WILTZ, Mayor.

A true copy:
DANIEL SCULLY, Secretary.

MAYORALTY OF NEW ORLEANS, City Hall, November 18, 1874.

[No. 2852—Administration Series.]

Resolved, That an appropriation of $135 be and is hereby made for the relief of, and to reimburse, A. J. Stephens, for shorts in his collections of taxes of 1874, and that the Administrator of Public Accounts warrant on the Administrator of Finance in payment of the same.

Adopted by the Council of the city of New Orleans, November 17, 1874.

LOUIS A. WILTZ, Mayor.

A true copy:
DANIEL SCULLY, Secretary.

SPECIAL NOTICES.

A special meeting of the Chamber of Commerce is called for WEDNESDAY evening at seven o'clock, to receive the committee from the Dallas Board of Trade, who visit our city in the interest of a railroad connection with Central Texas. All citizens interested in a railroad to Texas are invited to attend.

no18 W. M. BURWELL, 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.

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OFFICIAL NOTICES.

THIRTEENTH CALL.

Redemption of Five-Twenty Bonds of 1862.

TREASURY DEPARTMENT, Washington, November 3, 1874.

BY VIRTUE OF THE AUTHORITY GIVEN BY the act of Congress approved July 14, 1870, entitled "an act to authorize the refunding the national debt," I hereby give notice that the principal and accrued interest of the bonds hereinbelow designated, known as "Five-twenty bonds," will be paid at the treasury of the United States, in the city of Washington, on and after the SECOND DAY OF FEBRUARY, 1875, and that the interest on said bonds will cease on that day. That is to say, coupon bonds, known as the fourth series, act of February 25, 1862, dated May 1, 1862, as follows:

COUPON BONDS.

$50—No. 4201 to No. 4961, both inclusive.
$100—No. 4201 to No. 19,500, both inclusive.
$500—No. 5001 to No. 7000, both inclusive.
$1000—No. 14,001 to 20,000, both inclusive.
$5,000,000.

The amount outstanding (embraced in the numbers as above) is five million dollars of coupon bonds.

United States securities, forwarded for redemption, should be addressed to the "Loan Division of the Secretary's office."

no8 S. H. BRISTOW, Secretary.

NOTICE.

TREASURY DEPARTMENT, Washington, D. C., November 4, 1874.

SIR—YOU ARE HEREBY AUTHORIZED TO GIVE public notice that all United States interest coupons will be paid at any time within ninety days before their maturity, except when otherwise ordered, upon a rebate of six per cent per annum in gold, on presentation at the offices of the Treasurer, United States Assistant Treasurers at New York, Boston, Philadelphia, Baltimore, St. Louis, Cincinnati, Chicago, New Orleans, San Francisco and Charleston, and United States Depositaries at Buffalo and Pittsburg.

CHARLES F. CONANT, Acting Secretary.

E. V. Flanders, Esq., Assistant Treasurer of the United States, New Orleans, Louisiana.

no15 20 29 de7

NOTICE TO THE PUBLIC.

SPANISH CONSULATE, New Orleans, November 17, 1874.

UNDER INSTRUCTIONS FROM HIS EXCELlency, the Minister of the Treasury, notice is hereby given that proposals for furnishing the Spanish government with 3,000,000 kilogrammes of Kentucky and Virginia Leaf Tobacco will be received (for the third time), at the Treasury Department at Madrid up to the twenty eighth instant, under the conditions published in the Gaceta de Madrid September 23, 1874. The dates of delivery of shipments are prorogated for thirty days.

CARLOS PIE, Consul of Spain.