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

Local Intelligence.

WEEPING FOR DEPARTURE OF WINTER.—A dense fog hung over our city late Wednesday night, which caused sweet scented orange trees to weep pure tears, as if mourning at the funeral of winter. The fog was so thick and heavy that everything was saturated with water and a man's beard was like a soaked sponge.

GOING TO THE RACES.—At the present time everything looks fair for an uncommonly good meeting, to begin on the third proximo. Already numerous fine animals are on the ground and are becoming familiar with the track. If the Fair Grounds course is not one of the finest in the country it approximates. Certainly in spring time no other course wears as charming an appearance. Trees are green and flowers are plenty, while the air is balmy, temperature just right for racing.

BRIEF MENTION.—John Robinson, candidate for the mayoralty of Cincinnati, is brother of Captain Boyd Robinson, of our Metropolitan Police.

Judge Staes, Second Municipal Police Court, returned fines collected for the week ending the twentieth instant at $37 50.

Crowds of people seem greatly interested in the laborers who are digging the foundation ditch for the buiding at the corner of St. Charles and Canal streets.

Acacia trees have been in blossom several days.

Owen Agnew, the Annunciation street car driver, whose car ran over and killed an infant of Dr. King, was yesterday released on bonds in the sum of $5000. An affidavit, charging Agnew with manslaughter, has been made.

The river here is not swelling as much as was expected it would. It is now five feet five inches below high water mark.

Cord wood pilferers at the New basin have lately been providing themselves with more than a summer supply of sticks, and early yesterday morning Sergeant Vankirk waited for the depredators, but when they were discovered, they waltzed off in such haste that their dim shadows followed faster than Metropolitan bullets.

The person who has lost a safe key can find it at police headquarters. Officer Pendergrast chased a burglar Wednesday night to the corner of Magazine and Delord streets, when the thief dropped the aforesaid key.

Eugene Brodnax gently stepped into the third police station just for nothing, only because C. W. Wilson said he forged somebody's name.

There is considerable doubt about Schoenhausen's escape from the Penitentiary, and the statements are conflicting, but the balance of power is in favor of escape.

This is a legal holiday.

A burglar who must have wanted a shaving, attempted to break open a barber shop on Magazine near Delord street Wednesday night, but officer Pendergfast disturbed the business. The burglar escaped.

ONLY NINETEEN YEARS OLD.—Jane De Corte, alias Fanny Robinson, put on war paint yesterday and went for a scalp. She met her dear George near the the Customhouse, and as he did not appear inclined to give her a hearty welcome she pulled out her little knife and stabbed him in his back. The green-eyed lobster had done its work, which sent the pretty Jane to prison. When the turnkey called on her to give up the weapon she denied having even a hairpin, but a search found the bloody blade inside her sleeve.

ARMS FOR THE TIRO AL BERSAGLIO.—Mr. Joseph Cimarelli has negotiated for fifty rifles for the Tiro al Bersaglio and will purchase them if a sufficient sum of money can be obtained by subscription. This company's arms were all carried off from its armory on the fourteenth of September by unknown persons, and there is no likelihood that they will be returned. The Tiro al Bersaglio is an independent organization and desires to remain so, which is the cause of their refusing to accept rifles from the State.

QUITE COMICAL.—Yesterday two white women were before Judge Evans on a charge of robbery. They had an elderly colored man as a witness inir the behalf. The attorney for prosecution asked witness if he was not a tenant of one of the women, and he replied that he was, but that he was no relation to her. Even the court could not resist smiling audibly.

THE CITY EMPLOYING LABORERS.—For several days past the Department of Improvements has been besieged by men who clamored for employment, and their manner was not as mild as that of young lovers. Indeed, they began to be quite demonstrative, and talked of urging their claims in a more open style. Yesterday the City Council met in committee of the whole and adopted the following:

In view of the report of the Administrator of Improvements that the streets require immediate repairs, and that the sanitary condition of the city demands that the gutters and streets should be thoroughly cleaned before the coming warm weather; be it

Resolved, That the Administrator of Improvements be and he is hereby authorized to temporarily employ 100 laborers in addition to the force now employed, provided the rate of pay of the laborers of said department is hereby fixed at $1 50 per day.

The men were instantly enrolled.

COMMITTED FOR TRIAL.—Simon D. Fagan, Mrs. Gaffney and Mrs. Mary Farrell were examined by Judge Evans yesterday, charged with robbery by Laurence Keirnan, who says they stole a silver watch and a chain from him last February, at No. 10 Constance street. The women were discharged, but Fagan goes down for trial.

HE DID NOT ENLIST.—Not manys days ago the REPUBLICAN published a local news item stating that a gentleman, once a Confederate General, had enlisted in the United States army here, which was entirely correct. The applicant, member of a Tennessee regiment, was made a Brigadier General on the battle field of Shiloh for bravery, and he went through the war with an excellent record. Lately his financial condition became so discouraging that the only honorable thing left for him to do was to join the regular army. He made application to join the Thirteenth Infantry, but before his application was granted some of his friends took care of him, having seen our paragraph. He has gone back to Tennessee.

PULLING ELEPHANT JOHNNY'S HOUSE.—Sergeant Ryan and Corporal Brennan, assisted by other officers, last night made a raid on Elephant Johnny's castle on Delta, near Lafayette street, and arrested thirty-five of the most forlorn looking specimens of humanity that can be found this side of anywhere. Many of the crowd had been kicking up a terrible rumpus, making more noise than was proper for poor men. Judge Evans will look at them to-day, and the chances are that the majority will soon find the Workhouse, and the house be broken up.

BEATEN BECAUSE OF CIVIL RIGHTS.—A colored man last night entered McCloskey's soda shop for some purpose, but was suddenly forcibly ejected, and not only ejected but terribly beaten. He was taken to the first precinct stationhouse, and from there sent to the Charity Hospital, as he was in a condition which required surgical attendance. No arrest was made at the time, and it was not clearly known who pummeled him, though it is thought that the reason was because the unfortunate man attempted to enforce the privileges granted him by the civil rights law. The man was unable to tell his name or make any explanation.

The other day a lady of this city went to pay her respects to one of the latest arrivals on the list of babyhood, when the following colloquy took place between her and the little four-year old sister of the new comer: "I have come for that baby now," said the lady. "You can't have it," was the reply. "But I must; I came over on purpose," urged the visitor. "We can't spare it at all," persisted the child, "but I'll get a piece of paper and you can cut a pattern."—*New York Mail.*

LIABILITY OF COMMISSION MERCHANTS.

I. W. Banning vs. E. Bleakly & Co.

We give below the decision rendered in this case on Monday last. It involves a question, we believe, not heretofore acted upon by the courts of this State. The point decided is, that factors and commission merchants act in their line of business in a fiduciary character, and they are not relieved from indebtedness to their principals for proceeds of sale of goods sold on their account by a discharge in bankruptcy:

OPINION OF THE COURT BY MR. JUSTICE TALIAFERRO.

Suit is brought against the defendant for $1138 33, alleged to be proceeds of sale of 160 boxes of cheese and fifty kegs of butter consigned by plaintiff to the defendants to be sold by them on plaintiff's account as his agents and factors, and which, as plaintiff alleges, was sold by the defendants in their fiduciary capacity as his agents, who have failed to account to him for the proceeds, and have illegally and fraudulently converted the same to their own use and benefit. He claims from the defendants the said sum of $1138 33, with legal interest from the thirteenth of July, 1867. The defendants admit that on the thirteenth of July, 1867, they were indebted to the plaintiff in the sum of $1138 33, but deny that they owe them anything now; that they have been forever released and discharged from all liability to plaintiff on account of the alleged indebtedness by their discharge in bankruptcy by decree of the United States District Court for the district of Louisiana, rendered on the thirteenth of January, 1869, and they specially plead their discharge in bar of plaintiff's claim. Judgment was rendered in favor of the plaintiff and the defendants appealed.

In this case the following inquiry arises: Does a consignee in selling goods consigned to him for sale on commission act in a fiduciary capacity according to the meaning and intendment of the thirty-third section of the bankrupt law of the United States enacted in April, 1867; and is the obligation he is under to faithfully account for and pay over to his consignor the proceeds of the goods thus sold one from which he is relieved by a discharge in bankruptcy?

The thirty-third section of the act of Congress approved March 2, 1867, entitled "an act to establish a uniform system of bankruptcy throughout the United States" provides "that no debt created by the fraud or embezzlement of the bankrupt, or by his defalcation as a public officer, or while acting in any fiduciary character shall be discharged under this act; but the debt may be proved, and the dividend thereon shall be a payment on account of said debt, and no discharge granted under this act shall release, discharge or affect any person liable for the same debt for or with the bankrupt, either as partner, joint contractor, indorser, surety or otherwise."

The terms and phraseology used in the bankrupt act of 1841 in treating of the same subject matter are to some extent unlike those just quoted from the act of 1867, and no small difference of opinion exists as to whether the words and expressions employed in the thirty-third section of the act of 1867 are to be construed as having the same meaning and import that are conveyed by those used in the third section of the act of 1841. The first section of that act provides that "all persons whatsoever residing in any State, Territory or district of the United States owing debts which shall not have been created in consequence of a defalcation as a public officer, or as executor, administrator, guardian or trustee, or while acting in any other fiduciary capacity, shall, on compliance with the requisites of the bankrupt law, be entitled to a discharge under it."

The Supreme Court of the United States in its interpretation of the act of 1841, in the case of Chapman vs. Forsyth, 2 Howard 202, decided that a factor is not within the act "because the cases enumerated," "the defalcation of a public officer," "executor, administrator, guardian, or trustee," are not cases of implied trusts; and "the other fiduciary capacity" mentioned must mean the same class of trusts. The act speaks of technical trusts and not those which the law implies from the contract. On the part of the defendant it is argued that this case of Chapman vs. Forsyth is conclusive of the questions raised in this litigation the defendant holding that the provisions of the thirty third section of the act of 1867 are substantially the same as those of the first section of the act of 1841 in regard to fiduciary trusts. In support of this position he refers us to the case of Cronan vs. Cotting, decided by the Supreme Court of Massachusetts in 1870, a case arising under the bankrupt act of 1867, in which the court said: "Our conclusion is that this provision of the bankrupt act of 1867 (relating to fiduciary trusts) was framed in view of and with the intent to adopt the construction which the Supreme Court of the United States had put upon the similar clause in bankrupt act of 1841. We adhere to that construction as applicable to the act of 1867, until the same court shall declare otherwise." The facts of this case were that Cronan, the plaintiff, delivered accepted bills of exchange to the defendant as administratrix of her husband's estate with directions to collect them and to apply so much of the proceeds as might be necessary to the payment of debts owing from him to the estate, and to pay over to him the remainder. The court held that the phrase "fiduciary character" did not include the obligation of the administratrix to dispose of the bills of exchange and apply the proceeds according to the directions of the plaintiff.

In the case under consideration we are referred by the defendant's counsel to the case of Grover & Baker vs. Clinton, 8 National Bankruptcy Register, 312, decided in the United States Circuit Court for the western district of Wisconsin in 1873, in which it was held "that money collected by an agent under agreement to account and pay over the proceeds monthly to his principal is not a debt created in a fiduciary capacity within the meaning of the bankrupt act; that a bankrupt is not liable to arrest on such a debt, and that it will be discharged in bankruptcy."

In behalf of the plaintiff, on the other hand, it is contended that the benefits arising from bankrupt laws are intended for the honest but unfortunate debtor, but that they can not avail him who, having the goods of another confided to him to convert them into cash, and, instead of considering money so obtained as a sacred deposit, mingles it with his own funds and with it redeems his own obligations. A distinction is drawn between an ordinary debt and a debt of the character on which the plaintiff sues in this case. In the one case it is held that the reliance is upon the solvency of the debtor and upon the sufficiency of his assets to meet his debts; in the other it is upon his probity and moral responsibility. In the one case the creditor takes the risk of substituting the credit of the debtor for the goods which are sold to him, and vests in him the absolute title to the goods; in the other the depositor parts with none of his rights in the goods deposited, but simply intrusts them to the depositary for a specific disposition to be made of them.

In favor of the construction maintained in behalf of the plaintiff, we are referred to several decisions by tribunals of last resort in some of our sister States. In the case of Whitaker vs. Chapman et al., 3 Lansing (N. Y.) Reports, p. 155, plaintiff sued to recover from defendants, who were partners, and factors or commission merchants, doing business in the city of New York, the proceeds, less the commissions, of 152 boxes of cheese, which plaintiff claimed to have delivered to the defendants to be sold for cash, with immediate return of proceeds to him. The defendants denied that the cheese had been delivered to them to be sold for cash, and claimed to have received the cheese for sale, with a guarantee to the plaintiff of payment for the sales made by them, according to the custom of their trade, and they severally set up a discharge in bankruptcy. It was proved, in this case, that the commodity was received by the defendants to be sold by them on commission; that it was sold by them; that there was a balance due the plaintiff of the net proceeds, which had not been paid over, but had been converted to their own use. It was held by the court that the defendants, in the receipt and sale of the cheese, acted in a fiduciary character on behalf of the plaintiff, and that the discharge in bankruptcy, of the defendants, and each of them, did not discharge them, or either of them, from the debt. In the case of Duguid vs. Edwards, 50 Barbour, N. Y. Reports, page 290 the plaintiffs sent a quantity of flour to the defendants who were commission merchants at Albany to be sold by them in the course of their business. They sold a portion of the flour at Albany, shipped a part of it to New York which was sold there, and returned the residue on hand to the plaintiffs when the defendants failed in business. For the non-payment of a balance of $211 remaining in their hands from the proceeds of the sales actually made by them and for the value of 150 barrels of flour sent to New York and sold there, the proceeds of which were never returned to plaintiffs, an order of arrest was taken out by the defendants. In their defense they set up certain usages and circumstances from which they claimed that their relations to the plaintiffs were not those of ordinary factors, but were substantially those of debtor and creditor; that when they received the flour they were carrying on a general commission business at Albany; when property was consigned to them for sale they paid the freight and other charges upon it, and when they sold it they did so in their own names either separately or with other property of the same description belonging to other parties as might prove convenient and suitable for their customers, receiving payment for it in gross and crediting the plaintiffs their proportion of the purchase price; that they deposited the proceeds of their sales in general account without distinguishing the portions arising from the sales of the property of any particular individual, and in making payment to their principals or consignees they did so by accepting and paying the drafts drawn by them for the balances appearing by way of credits upon their books, or by remittances made directly to them. From this mode of transacting, and which the defendants showed was followed by others engaged in the same business at Albany and other commercial cities, the defendants insisted that the moneys they received from the sale of the plaintiffs' flour became their property instead of the property of the plaintiffs, and they became indebted simply to the plaintiffs for the balance remaining in their hands after their advances and commissions were deducted. The court, after discussing at considerable length the relations existing between the principal and factor, decided that "where a particular mode is adopted and pursued for the transaction of the business of another with his knowledge and assent, he will be concluded by it and subject to all the consequences resulting from it. But where that differs from the settled duties and obligations established by law, such knowledge and assent must be shown before the party entrusting his business to another can be affected by the change. That commission merchants to whom property is consigned by the owner are the factors of the owner. They do not acquire any title or interest in the property itself beyond a mere lien for their advances in paying the expenses of its transportation to them. If they have actually made further advances upon the faith of consignments made to them that will give them no title to the property, but will merely increase the extent of their lien. When they sell the property, even though they do so in their own names, and may consequently be regarded by the purchaser as the owner of it, as between themselves and the consignees, they will be deemed as selling as the agents of the latter and as selling their property. There is nothing in such a transaction which will vest the factors with the title to the proceeds derived from such sales. On the contrary, they will receive such proceeds as the substitute or representative of the property sold, subject to the same lien under the trust implied, of course, that the excess beyond what shall be required to discharge such lien will be held for and paid over to the consignees. If the factors mingle such proceeds of sale with their own funds by depositing them in bank to their credit in general account, use the money in their business generally, and fail to pay over the same on demand, they thereby subject themselves to the legal liabilities arising from the misapplication of another's property, and to an arrest under the provisions of the code, as having received the money in a fiduciary capacity. The understanding of the Legislature seems to have been that factors' agents and brokers, when acting in their capacities as such, are acting in fiduciary capacities, and they have accordingly provided for their arrest, as well as for the arrest of all other persons who may receive and misapply moneys received by them in the course of their fiduciary relations. Customs and usages which would have the effect of relieving a party from the duties and obligations the law would otherwise impose upon him, are not allowed to prevail unless the actual assent of the other party is secured for their observance, or they are of so notorious a character as reasonably to lead to the conclusion that he must have known of their existence and intended to assent to them. And even then they must not be unreasonable nor positively unlawful. That the usage or custom itself will not be sufficient to deprive a party of the rights otherwise secured to him by law is so well established by the decisions as to need only a reference to them to confirm that conclusion." 14 Johnson, 316; 1 Seld. 95, 101, 102; 16 N. Y. Rep., 392, 401, 402; 31 N. Y. Rep. 413. That a commission merchant or a factor stands in a fiduciary relation to his principals within the meaning of the bankrupt act of 1867 was decided by the Supreme Court of Missouri in the case of Lemecke vs. Booth, 47 Missouri Reports, p. 387 Post. In that case the court said: "The question is here presented whether a factor or commission merchant stands in a fiduciary relation to his principals in respect of the proceeds of sales of commission goods within the meaning of section thirty-three of the bankrupt act of 1867. The section provides that 'no debt created by the fraud or embezzlement of the bankrupt or his defalcation as a public officer, or while acting in any fiduciary character shall be discharged under this act.' The corresponding provision in the bankrupt act of 1841 excluded from its benefits "all persons owing debts created in consequence of a defalcation as a public officer, or as executor, administrator, guardian or trustee, or while acting in any other fiduciary capacity.' The "fiduciary capacity" here mentioned was held by the Supreme Court of the United States to refer to technical trusts of the character of those previously mentioned and not to trusts raised by implication of law. It was, therefore, held that an indebted factor or commission merchant was not a fiduciary debtor within the meaning of the act of 1841: Chapman vs. Forsyth, 2 Howard 202. But the above recited provisions of the two acts (of 1841 and 1867), are quite dissimilar. Blatchford, judge in the matter of Seymour on habeas corpus, 6 Int. Rev. Rec. 60, distinguishes the two provisions, and comments upon Chapman vs. Forsyth as follows:

"The Supreme Court held that a discharge under the act of 1841 did not release the bankrupt from any such debts, (as were mentioned in the clause of the act of 1841 above quoted), and that no debt fell within the description of a debt created by a defalcation while acting in any other fiduciary capacity unless it was a debt created by a defalcation while acting in a capacity of the same class and character, as the capacity of executor, administrator, guardian and trustee. The court held that the language of the act of 1841 was not broad enough to include every fiduciary capacity, but was limited to fiduciary capacities of a specified standard and character. That was clearly so under that act. But in the act of 1867 the language seems to have been intentionally so broad as to extend to a debt created by a defalcation of the bankrupt while acting in any fiduciary capacity. Therefore, under the act of 1867, says the judge, no debt created by the defalcation of a bankrupt while acting in any fiduciary capacity will be discharged."

These views are approved by Nelson, judge, in his decision in re Kimbal, 6 Blatchford 292. A commission merchant acts in a fiduciary capacity, and the trust attaches to the goods consigned to him for sale on commission and to their proceeds when the goods are sold. Chapman vs. Forsyth supra, Duguid vs. Edwards, 50 Barbour 288. Concurring in the views of Judge Blatchford as above quoted, the judgment will be affirmed.

The case in 6 Blatchford, 292, in re Kimbal, was decided in the Circuit Court of the United States for the Second Circuit by Judge Nelson, Associate Justice of the Supreme Court of the United States. The defendant had received a quantity of buckwheat flour to sell on commission and remit the proceeds less the commission. The flour was sold and defendant received $758 79 over and above the commission, but no part of the proceeds was paid over. Soon after the defendant applied for the benefit of the bankrupt act, having applied the money to his own use. Mr. Justice Nelson said: "Looking at it [the case] as thus presented it seems to me there is great difficulty in saying that the flour was not received and held by the bankrupt in a strictly fiduciary character. The article was placed in his possession simply to sell it and to remit the proceeds over and above his commission. The money was not the bankrupt's when it was received on sale, but was the money of the owner of the flour. It was a gross breach of trust to apply it to his own use. I have looked at the case of Chapman vs. Forsyth, 2 Howard, 202, but do not regard it as controlling the one in hand. The provision in the present act is much broader than in the act of 1841."

The factor or commission merchant receiving from the owner property consigned to him to be sold, and the proceeds to be returned to the owner or kept for his disposal, we can regard in no other light than that of acting in a fiduciary capacity. The doctrine contended for as arising from custom and usage, that the property consigned or its proceeds becomes the property of the factor, for which he simply becomes the debtor of the owner, has no foundation in equity or reason. The party consigning his property to the care of another and placing it at his disposal for the benefit of the owner is not presumed to recognize any such doctrine. The natural and obvious presumption is that the consignor confides in the probity and the sense of justice and honor of his factor, that he will dispose of the property sent to him for sale to the best interests of the owner, and that he will securely keep and return to him when required the money for which the property was sold, after deducting the expenses and a fair compensation for his services in disposing of it. Every prudent dealer seeks to have the greatest amount of security practicable in his business affairs. Such a person would surely feel more secure when relying upon the simple obligation of the agent to securely keep and return to him the money in his hands, the proceeds of sale of his property, than to know that such proceeds were intermixed with the moneys of the agent and to be used by him as his own, leaving the principal to rely solely on the credit and responsibility of the factor, thus taking all the risks and casualties of trade which might overwhelm his factor in bankruptcy and financial ruin, and throw upon himself the loss of the property intrusted to his factor. To exonerate the factor from liability on the ground of his passing over to his general account the proceeds of the property of the consignor and becoming the debtor of the latter for such proceeds, it is well established, as we have seen, that it must be shown that the owner or consignor knew of such custom and usage and assented to it. The custom insisted upon by the defendants as prevailing in this respect in New Orleans is not proved to have been known by the defendant and that he assented to it.

We conclude that factors and commission merchants, when exercising their functions of receiving, selling, taking their commissions and accounting to their principals, are acting in a fiduciary capacity within the meaning and intendment of the thirty-third section of the bankrupt law of 1867, and are not released from obligations contracted in that capacity by a discharge in bankruptcy. In this conclusion we think we are abundantly sustained by the decisions and authorities we have adverted to.

It is therefore ordered that the judgment of the district court be affirmed, with costs.

COURT RECORD.

THURSDAY, MARCH 25, 1875.

All courts have adjourned to Saturday, March 27, Friday being a dies non.

United States Circuit Court.

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

North German Lloyds vs. Commissioners of Immigration.—Injunction issued restraining and prohibiting the defendants, the commissioners of immigration, from exacting a fee of two dollars from any immigrant or passenger landing at this port who shall be found to be either a lunatic, or idiot, or dumb, blind or maimed person, or who from account of illness, or being over sixty years of age, or a widow with child or children, or a person unable to take care of himself or liable to become a public charge, until further order of the court.

IN CHAMBERS.

State of Louisiana vs. Myra Clark Gaines and city of New Orleans.—On motion for injunction restraining Myra Clark Gaines from proceeding under an execution from this court against the city of New Orleans, and now in the hands of the marshal for the purpose of seizing and selling the batture lands of the city.

Judge Woods said he considered the property vested in the city for public uses, and not to be diverted without the consent of the General Assembly. Without that consent the city has no right to decide whether more accretions have been made than are necessary. The act of 1853 does not give that consent as it applies to that portion of the city front where the batture is in front of private property, and allows the proprietor to take action against the city to compel it to set off so much as is not needed for public use.

Motion allowed and injunction issued.

Superior District Court.

State vs. Richard Taylor.—Arguments finished and case given to the jury.

Superior Criminal Court.

CONTINUED.

State vs. Alexander Newton.—Murder—killing of Justin Bourndonnay on the evening of the first of September, 1874, at the corner of Canal and Royal streets. Indefinitely.

State vs. L. H. Kallage.—Arson—setting fire to his residence. To April 19.

SENTENCED.

Officer Joseph Soulie, false imprisonment. $5 or five days.

ON TRIAL.

State vs. Lou Dudley Wheyland.—Continued to Saturday, 10 A. M.

Second District Court.

Successions of Marie Alexis and Jean Michel opened.

Fourth District Court.

Aug. Coutourie & Co. vs. Merchants' Mutual Insurance Company.—Judgment for plaintiff for $1642 94.

Fifth District Court.

Judge Cullom rendered the following decision:

Small & Co. vs. Cambon & Co., suit for $497 73; Cambon & Co. vs. Small & Co., suit for $197 81.—Transferred from Third District Court. The transfer operating under an agreement, the claim of Small & Co. is admitted by the reconventional demand, though also established by evidence. The question is on the certainty of the reconventional demand. It is well established that Mr. Perault did, with the consent of Small & Co., interest himself in the delivery of two cargoes of produce to them. That they received and sold them, realizing the customary commissions thereon. It is also shown that while these consignments were at sea Perault had had some understanding with them respecting his remuneration for influence in their behalf, for controlling the cargoes. It is also shown that Perault had had some understanding with another house, he testifying that he was to receive one-half commissions for return brokerage on the same. Up to this point the evidence is clear enough, but from it it diverges. The house that Perault says was to have given him one-half per cent, etc., denies making such a proposition, but says it was willing to pay him. Perault testifies that Small & Co. assured him, when he informed them that he had been offered one-half cent by the other firm, that if he would give them (Small & Co.) the cargoes in question, he should not lose anything. It is on this assurance that he makes his reconventional demand. Small & Co. deny having made such a proposition, stating that they were the customary consignees of the owners of the cargoes, and therefore had a right to expect them. The services of Perault were availed of, but the evidence is inconclusive as to their value. There is no evidence before me that Perault could not have controlled the consignment, while it is shown that Small & Co. accepted his services in procuring samples, etc., so as to insure the delivery of the produce. I think, therefore, that they should pay him. "The laborer is worthy of his hire." St. Luke, ch x., v. 7; St. Matthew, ch. xx., v. 8. As Perault incurred no liabilities of any description, and seems to have had but little difficulty, if any, in controlling the destination of the freight, I think one-half per cent is an over charge, and particularly so as it is not shown that Small & Co. would not have received it without his services. One-fourth per cent is all I think him justly and fairly entitled to. There must be judgment, therefore, for Small & Co., as prayed for, subject to a deduction of $248 90, to take effect from the twenty-first of January, 1873, Cambon & Co. to pay costs.

LAWS OF THE STATE OF LOUISIANA.

PUBLISHED BY AUTHORITY.

No. 16.

AN ACT

To enforce the payment, by the city of New Orleans, and the several cities and parishes of the Metropolitan Police District, of the apportionment made upon them by the Board of Metropolitan Police; to empower the said board in certain cases to negotiate a loan, to pledge the taxes levied for police purposes as security, and to collect the said taxes in certain cases; prescribing certain penalties for a violation of this act, prescribing additional duties for the treasurer of the board; appropriating one hundred and thirty five thousand dollars to compensate the members of the police force for services rendered to the State, and expenses incurred therefor by the board; and relating to the salaries of certain officers, and to reimburse the State for said appropriation, and to direct the manner of payment of salaries of certain officers and employes of the police when on detailed duty, and to change the fiscal agency.

SECTION 1. Be it enacted by the Senate and House of Representatives of the State of Louisiana in General Assembly convened, That the total amount of the apportionment made by the Board of Metropolitan Police for any year, against each and every parish and city belonging to and constituting part of the Metropolitan Police District, shall be divided into twelve equal parts, one for each month of the current year, one of which parts shall be payable and collectible in full on or before the last day of each month as the pro rata of such apportionment for that month.

SEC. 2. Be it further enacted, etc., That it is hereby made the duty of the city of New Orleans, and of each and every city and parish constituting and making part of the Metropolitan Police District to pay to the treasurer of the Board of Metropolitan Police on or before the end of every month the full amount of the pro rata of the apportionment made against such parish or city for the current year by said board that is payable and collectible for said month; provided, that any excess of money over such pro rata that may have been collected shall also be paid to the said board.

SEC. 3. Be it further enacted, etc., That whenever the city of New Orleans, or any parish or city constituting or making part of the Metropolitan Police District, shall refuse, neglect, or be unable to collect the tax by them or either of them levied to pay the apportionment made upon them or either of them by the Board of Metropolitan Police, so as to pay the full amount of the pro rata due for any month, on or before the last day of such month, as required by sections one and two of this act, then, and in that case the Board of Metropolitan Police shall have authority to negotiate for and borrow such a sum of money as in the opinion of said board shall be sufficient to pay the expenses of the Metropolitan Police for such time as the said board shall deem necessary, such loan not to exceed in amount the apportionment made by said board in accordance with law. And to this end the said Board of Metropolitan Police shall have power to hypothecate and pledge to any person or persons, corporation or corporations, as security for such loan, the whole, or any part of the tax levied by such parish or city for the purpose of paying the apportionment made against such parish or city by the Board of Metropolitan Police for that year.

SEC. 4. Be it further enacted, etc., that whenever the city of New Orleans, or any parish or city constituting or making part of the Metropolitan Police District, shall fail to pay the full amount of the pro rata of the apportionment against such parish or city for any month on or before the last day of the month for which such pro rata shall be payable and collectible, it shall be the duty of the Administrator of Finance of the city of New Orleans, or of the treasurer of such other city or parish, upon the demand of the president of the Board of Metropolitan Police, to forthwith transfer to said Board of Metropolitan Police all tax bills for the tax levied to meet the apportionment of the Board of Metropolitan Police for that year still remaining due and unpaid to such city or parish. Such Administrator of Finance or treasurer shall also forthwith make out and render to the Board of Metropolitan Police a full and complete statement of the gross amount of the tax levied for that year for police purposes by such city or parish; also a statement of the total amount of said tax that has been paid to or collected by said parish or city up to the date of such demand, and also a statement of the rate of per centum on the dollar of the tax so levied, and also a full, accurate and complete list of the names of all the taxpayers of such city or parish, which list shall contain, in suitable columns opposite each name, the amount of property assessed to each taxpayer on the assessment rolls of such city or parish, the amount of the tax for police purposes levied on such assessment against each taxpayer, and whether such tax is paid or unpaid, which list shall be signed and sworn to as correct and true by said Administrator of Finance or treasurer, as the case may be.

SEC. 5. Be it further enacted, etc., That immediately upon such failure and default in such payment by any such city or parish, and upon such demand made by the Board of Metropolitan Police, the said board shall cause public notice thereof to be given, by publication in all the principal newspapers of such city or parish for six consecutive days, if in a daily newspaper, or for two consecutive weeks, if in a weekly newspaper; such notice shall recite such failure and default in payment, and notify all persons owing such tax to pay the same to the treasurer of the Board of Metropolitan Police, and to no other person.

SEC. 6. Be it further enacted, etc., That from and after any default in payment of any monthly pro rata and demand made by the Board of Metropolitan Police, and publication of notice as hereinbefore provided it shall be unlawful for any official, of any city or parish constituting or making part of the Metropolitan District, to make or attempt to make any collection of said tax levied for police purposes. Any official of such city or parish who shall violate the provisions of this section shall be liable in damages to the Board of Metropolitan Police, or to any person who shall be interested in such tax as the security for any loan or loans negotiated or made as hereinbefore provided, and the sureties upon his official bond shall be liable jointly with such official; and in addition to such damages, any official so offending shall be deemed guilty of a misdemeanor in office, and upon conviction thereof shall be punished by a fine of not less than five hundred dollars and by imprisonment for not less than thirty days, or both, at the discretion of the court.

SEC 7. Be it further enacted, etc., That immediately upon the transfer by the Board of Metropolitan Police of the tax bills and tax lists as hereinbefore provided, all the taxes levied for police purposes by such city or parish, and still remaining due and unpaid, shall be payable to the Board of Metropolitan Police, and said board shall have power to collect and receive the said taxes and receipt therefor in a similar manner and by similar processes, and with similar penalties as are by law provided for the collection of city taxes, except as herein other provided. The attorney of the Board of Metropolitan Police shall prosecute all suits brought in the name of the said board for the collection of taxes, or in which the validity or collection of any apportionment is brought into question, and shall receive three per centum upon all moneys collected by such suits or legal proceedings on behalf of the board.

SEC. 8. Be it further enacted, etc., That if the Administrator of Finance of the city of New Orleans, or the treasurer of any other such city or parish, shall refuse or neglect to transfer any tax bills or tax lists as above provided, such Administrator of Finance or treasurer shall be deemed guilty of a misdemeanor in office, and upon conviction thereof shall be punished by a fine of not less than five hundred dollars and by imprisonment for not less than thirty days, or both, at the discretion of the court, and in addition thereto such official shall be liable in a civil suit for damages to the Board of Metropolitan Police, or to any person or persons interested in any loan or loans negotiated or made as hereinbefore provided who shall suffer damage thereby.

SEC. 9. Be it further enacted, etc., That all taxes collected by the city of New Orleans, or by any city or parish of the Metropolitan Police District, for police purposes for the year 1875, shall be paid by such city or parish to the treasurer of the Board of Metropolitan Police, and to no other person.

SEC 10. Be it further enacted, etc., That the treasurer of the Board of Metropolitan Police shall deposit all funds received by him for or on account of the Board of Metropolitan Police daily in some chartered bank, to be designated by the Board of Metropolitan Police. Such bank shall keep an account with the Board of Metropolitan Police, and all moneys deposited by the treasurer shall be placed to the credit of such account.

SEC. 11. Be it further enacted, etc., That the Administrator of Finance of the city of New Orleans, and the treasurer of each city or parish of the Metropolitan Police District, shall on or before 12 M., on the Saturday of each week, pay over to the treasurer of the Board of Metropolitan Police all sums collected by him during that week, for or on account of the tax levied for police purposes, and nothing in section one of this act shall be so construed as to conflict with the provisions of this section.

SEC. 12. Be it further enacted, etc., That, as compensation for the services of the Metropolitan Police to the State of Louisiana the sum of one hundred and thirty-five thousand dollars be and the same is hereby appropriated, out of any money in the State treasury not otherwise appropriated, to the Metropolitan Police Board, to be used for the purpose of paying the pay rolls and expenses of the said Metropolitan Police force, now due and unpaid for the months of October, November and December, 1874.

SEC. 13 Be it further enacted, etc., That immediately upon the passage of this act the Auditor of Public Accounts shall, upon the order of the president and treasurer of the Metropolitan Police Board, issue warrants for the amount of said appropriation upon the Treasurer of the State, in such sums as the Board of Metropolitan Police direct, and the receipt of said president and treasurer of the Metropolitan Police Board shall be his vouchers for such issue. Said warrants shall be thereupon paid, after being by said president and treasurer indorsed, to the members of the police force for the unpaid salaries and bills for the months of October, November and December, 1874.

SEC. 14. Be it further enacted, etc., That the officers and members of the Metropolitan Police force detailed permanently with the Board of Health, as provided for by act No. 14 of the extra session of 1870, approved March 16, 1870, shall be paid by the city of New Orleans in the same manner as the sanitary inspectors of the Board of Health are paid, and that the officers and members of the Metropolitan Police force detailed to each of the municipal police courts, in accordance with the provisions of act No. 95, approved May 17, 1873, shall be paid by the city of New Orleans in the same manner as the salaries of the judges and clerks of said courts are paid.

SEC. 15. Be it further enacted, etc., That the salaries of the members and officers of the police force shall be the same as are now prescribed by law, except as herein otherwise provided.

SEC. 16. Be it further enacted, etc., That so much of section four of act No. 33 of the session of 1874, approved February 26, 1874, as relates to the election and power and duties of a fiscal agent of the Board of Metropolitan Police, be and the same is hereby repealed. The treasurer of the Board of Metropolitan Police shall be the fiscal agent of the board.

SEC. 17. Be it further enacted, etc., That the attorney of the Board of Metropolitan Police shall receive a salary of three thousand dollars per annum, payable quarterly upon his own warrant by the treasurer of the Board of Metropolitan Police, out of any moneys in the treasury of said board.

SEC. 18. Be it further enacted, etc., That all that remainder of the tax levied by the city of New Orleans and each other city and parish of the Metropolitan District for police purposes, that shall remain delinquent and unpaid after the lien of the fiscal agent of said board for that year on the same for loans made, shall have been satisfied and discharged, shall be paid by the said cities and parishes to the State treasury, to reimburse the advance made by the State to the Board of Metropolitan Police by this act.

SEC. 19. Be it further enacted, etc., That all laws or part of laws contrary to or in conflict with this act, be and the same are hereby repealed, and that this act shall take effect from and after its passage.

(Signed) MICHAEL HAHN,
Speaker of the House of Representatives.
(Signed) C. C. ANTOINE,
Lieutenant Governor and President of the Senate.
Approved March 24, 1875.
(Signed) WILLIAM P. KELLOGG,
Governor of the State of Louisiana.
A true copy:
P. G. DESLONDE,
Secretary of State.

No. 13.

JOINT RESOLUTION

Requesting the congressional committee of investigation on Louisiana affairs to visit New Orleans.

Resolved by the Senate and House of Representatives of the State of Louisiana, in General Assembly convened, That we earnestly request the special committee on Louisiana affairs appointed by the Hon. Speaker Blaine, December 15, 1874, to visit this city at the earliest practicable moment, and institute inquiry into all the facts connected with the present condition of affairs in this State; and that the Governor be requested to transmit this resolution by telegraph to the Hon. George F. Hoar, chairman of said committee.

(Signed) MICHAEL HAHN,
Speaker of the House of Representatives.
(Signed) C. C. ANTOINE,
Lieutenant Governor and President of the Senate.
Approved March 16, 1875.
(Signed) WILLIAM P. KELLOGG,
Governor of the State of Louisiana.
A true copy:
P. G. DESLONDE,
Secretary of State.

SPECIAL NOTICES.

New England Mutual Life Insurance Company, of Boston, Massachusetts.—Mr. R. D. Carll is no longer agent of this company. Policy holders will please report to MILTON C. RANDALL, No. 47 Carondelet street, who will, under authority of the company, receive premiums due.
mh25 3t BENJAMIN F. STEVENS, President.

Office of the Louisiana Levee Company, No. 23 Carondelet street, New Orleans, March 20, 1875.—In compliance with article five of the act incorporating this company notice is hereby given that an election for twelve Directors, to serve during the ensuing fiscal year, will be held at this office on SATURDAY, the third of April next, between the hours of 10 A. M. and 1 P. M. The transfer books will be closed on MONDAY, the twenty-ninth instant, at twelve o'clock M.
M. A. TARLETON,
mh23 td Secretary and Treasurer.

Office of New Orleans City Railroad Company. No. 124 Canal street, New Orleans, March 20, 1875.—At a meeting of the Board of Directors held on the tenth instant, a dividend of THREE DOLLARS per share was declared, payable to the Stockholders on and after April 1.
mh20 tapl C. C. LEWIS, Secretary.

Notice.—Canal Street, City Park and Lake Shore Railroad Company, March 26, 1875.—An installment of TEN PER CENT on the capital stock of this company will be due and payable at the office of the company on the EIGHTH DAY OF APRIL NEXT.
By order of the Board.
mh26 10t R. M. HARRISON, Secretary.

NOTARIES.

A. HERO, JR.,
NOTARY PUBLIC AND COMMISSIONER OF DEEDS
Office No. 17 Commercial Place.
Passports procured with dispatch, and prompt attention given to all. 17 ead

FOR RENT.

TO RENT, FURNISHED—ONE LARGE front room, suitable for a single gentleman; in a private family, No. 757½ Magazine street, corner of Washington. fe21*

AUCTION SALES.

By R. M. & B. J. Montgomery.

R. M. & B. J. MONTGOMERY.
GENERAL AUCTIONEERS
AND DEALERS IN NEW FURNITURE.
Office Armory Hall, No. 87 Camp Street.

Tri-weekly sales of every description of household furniture, Mirrors, Pianos, Carpets, Matresses etc., on TUESDAYS, THURSDAYS and SATURDAYS, at Auction Room, No. 80 Camp street, commencing at 11 A. M.

Semi-Weekly sales of Horses, Mules, Buggies, Carriages, etc., at Sales stables, corner of Baronne and Gravier streets, on WEDNESDAYS and SATURDAYS, commencing at 11 A. M.

Out door sales of every description promptly attended to.

Special attention paid to the sales of real estate and stocks.

Always on hand the largest stock of New Furniture of every variety to be found in the city, at their show rooms, Armory Hall, No. 87 Camp street.

Being the largest and oldest establishment of the kind in the South, they solicit a portion of the public patronage, both in their line as auctioneers and dealers in furniture. jal ly

By G. De Feriet & Co.

SUCCESSION OF MARTELINA ECKERT.

Second District Court for the Parish of Orleans—No. 37,414.

BY G. DE FERIET & CO.—JOHN G. MONROE, Auctioneer—Office No. 50 Royal street.—TUESDAY, April 27, 1875, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, will be sold at public auction, by virtue of two orders from the Hon. A. L. Tissot, judge of the Second District Court for the parish of Orleans, dated January 13 and March 23, 1875, the following described property—

A CERTAIN LOT OF GROUND, situated in the Fourth District of this city, designated by No. 7, in the square bounded by Toledano, St. Denis, Harmony and Dryades streets, and measuring 30 feet 6 inches 6 lines front on Toledano street, 188 feet 7 inches 6 lines on one side, 186 feet 8 inches on the other side and 30 feet 6 inches front on Harmony street, together with the buildings and improvements thereon.

Terms—One-third cash on the spot, and the balance on a credit of one and two years in notes secured by special mortgage and vendor's lien, bearing interest at the rate of eight per cent per annum from date of sale until final payment. The property to be kept insured and the policy transferred to vendor. In case of suit ten per cent attorney's commission to be likewise secured by mortgage, and also the taxes of 1874 to be assumed by purchasers over and above the price of adjudication.

Act of sale at the expense of the purchaser before John L. Lareche, notary public.
mh26 ap3 10 17 24 27

HANDSOME COTTAGE, WITH VAST GROUNDS, IN THE SIXTH DISTRICT.

BY G. DE FERIET & CO.—JOHN G. MONROE, auctioneer—Office, No. 50 Royal street.—On SATURDAY, March 27, 1875, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, will be sold at public auction—

FIVE LOTS OF GROUND, situated in the Sixth District of this city, in the square bounded by Live Oak, Belle Castle, Laurel and Dufossat streets, designated by the Nos. 19, 20, 21, 22 and 23 in the square No. 17, and measuring each 30 feet front on Live Oak street by 115 feet in depth, between equal and parallel lines; lot No. 23 forming the corner of Live Oak and Belle Castle streets. Together with the buildings and improvements thereon.

Terms—One-half cash on the spot, and the balance on a credit of one year, in a note secured by special mortgage and vendor's lien, bearing interest at the rate of eight per cent per annum from date until paid. In case of suit five per cent attorney's fees to be likewise secured by mortgage. The buildings to be kept insured and the policy transferred to vendor.

Act of sale at the expense of purchaser before E. Bofiny, notary public. mh23

STOCKS—STOCKS—STOCKS.

POSITIVE AND UNRESERVED SALE.

BY G. DE FERIET & CO.—JOHN G. Monroe, Auctioneer—Office No. 50 Royal street.—SATURDAY, March 27, 1875, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, Royal street, between Canal and Customhouse streets, will be sold at public auction, in lots to suit purchasers—

THIRTY-FIVE SHARES of the capital stock of the Canal and Claiborne Street Railroad Company, $100 each.

TEN SHARES of the capital stock of the Mechanics' and Agricultural Fair Association of Louisiana.

Terms—Cash. mh23

By Placide J. Spear.

IMPROVED PROPERTY ON CONTI STREET.
SUCCESSION OF MARIE PRINCETON, WIDOW OF ELI LEYDET.

Second District Court for the Parish of Orleans—No. 37,639.

BY PLACIDE J. SPEAR, AUCTIONEER—Office No. 46 Exchange alley.—TUESDAY, March 30, 1875, at 12 o'clock M., will be sold at public auction, at the Merchants and Auctioneers' Exchange, on Royal street, between Customhouse and Canal streets, by virtue and in pursuance of an order dated February 25, 1875, by the Hon. A. L. Tissot, judge of the Second District Court for the parish of Orleans, for account of the above succession—

A CERTAIN LOT OF GROUND, situated in the Second District of this city, in the square comprised within Conti, Rampart, St. Louis and Burgundy streets, measuring about 30 feet front on Conti street by 100 feet in depth, between parallel lines, together with the buildings thereon; being the same property purchased by the deceased from Jeanne Olympe Marche, by an act passed on the eighteenth of April, 1861, before Amedee Ducatel, a notary in this city.

Terms and Conditions—One-half cash, the balance on a credit of twelve months, for notes bearing special mortgage and vendor's lien or privilege, with eight per cent interest per annum from date till paid, insurance of buildings and transfer of policy, clause of five per cent for attorney's fees and all other penal and usual clauses. The purchaser will be required to make a deposit of ten per cent on the amount of adjudication at the moment of sale.

Act of sale before Theodore Buisson, notary public, at the expense of purchaser.
fe26 mh5 12 19 26 30

By S. Guinault,

SUCCESSION OF THOMAS SAUX.

BY S. GUINAULT, AUCTIONEER.—OFFICE corner of Exchange alley and Bienville street.—SATURDAY, April 3, 1875, will be sold, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, by virtue of an order from the honorable the Second District Court for the parish of Orleans, dated February 24, 1875, the following real estate belonging to the aforesaid succession, to wit—

A SQUARE OF GROUND, situated in the Third District of this city, bounded by Miro, Galvez, Onzaga and Dabadie streets, designated by the Nos. 1 to 24, inclusively, measuring 315 feet 11 inches front on Galvez street, same front on Miro street, 297 feet 10 inches 5 lines front on Onzaga street, and the same front on Dabadie street. Lots Nos. 3 and 4 will be sold in block, together with all the buildings and improvements thereon, consisting of a dairy and a small house of two rooms, privies, cistern, etc. Lots Nos. 9 and 10, forming the corner of Galvez and Dabadie streets, will be sold together, including a dairy and a house of several rooms, cistern, privy, etc. Lots Nos. 20, 21 and 22, forming the corner of Onzaga and Miro streets, will be sold together, including a dairy and a house of several rooms, cistern, etc. The balance of the lots fronting on Onzaga, Galvez, Miro and Dabadie streets will be sold separately. The sidewalk of the entire front on Galvez street is made of bricks and curbstones.

ANOTHER SQUARE OF GROUND, situated in the same District, containing twenty-seven lots, from Nos. 1 to 27 inclusively, bounded by Broad, Havana, Agriculture and Abundance streets and London avenue, measuring 319 feet 10 inches front on Havana street, 320 feet 1 inch front on Abundance street, 171 feet 6 lines front on London avenue, 199 feet 8 inches front on Broad street, and 186 feet 10 inches 4 lines front on Agriculture street; together with a large dairy and a house of several rooms, chicken house, cistern, privy, etc.

A SQUARE OF GROUND of a triangular form, designated by Nos. 1, 2, 3 and 4, bounded by Broad, Havana and Agriculture streets, measuring 214 feet 5 inches front on Broad street, 159 feet 9 inches 3 lines front on Havana street and 143 feet front on Agriculture street, together with the improvements thereon.

The whole will be sold agreeably to plans to be exhibited at the Exchange.

Terms—One half cash and the balance at one and two years' credit, for notes, bearing mortgage and eight per cent interest per annum from date till paid, with the usual clauses as to insurance, and lawyer's fees in case of non payment of said notes. The premiums for the unexpired term of the insurance to be reimbursed to the administrator by the purchasers.

Acts of sale before A. D. Doriocourt, notary public, at the expense of the purchasers, including all the taxes for the running year, 1875.

Also the same day at 5 P. M., by virtue of the same order, will be sold on Galvez street, between Onzaga and Dabadie streets—

ONE CART, ONE LOT OF ASSORTED TOOLS, and 100 pickets.

Terms—Cash. mh3 11 18 25 ap3

SUCCESSION OF LOUIS CLAIRAIN.

Second District Court for the Parish of Orleans—No 37,747.

BY S. GUINAULT, AUCTIONEER—OFFICE Exchange alley and Bienville street.—SATURDAY, April 10, 1875, at twelve o'clock M., will be sold, at the Merchants and Auctioneers' Exchange, Royal street, between Canal and Customhouse streets, by virtue of an order from the honorable the Second District Court for the parish of Orleans, dated March 1, 1875—

A LOT OF GROUND, situated in the Second District of this city, in the square bounded by Ursulines, Hospital, Burgundy and Dauphine streets, having, French measure, 30 feet front on Ursulines street by a depth of 150 feet; together with all the buildings and improvements thereon, No. 121 Ursulines street. See plan at the Exchange.

Terms—Cash.

Act of sale before O. Drouet, notary public, at the expense of the purchaser, including the taxes for the running year 1875. mh9 17 25 ap3 10

FOR RENT.—A DESIRABLE COTTAGE TO rent, situated on St. Andrew street, between Rampart and Franklin streets, No. 469, at $15 per month; will rent it for less to a prompt paying tenant. ja31