NEW ORLEANS REPUBLICAN.

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VOLUME IX.—NO. 65 NEW ORLEANS, THURSDAY, JUNE 24, 1875. WHOLE NUMBER 2526.

AMUSEMENTS.

VARIETIES THEATRE.

Benefit of the LOUISIANA RELIEF ASSOCIATION OF 1875, For the Poor of the State, BY THE GARRICK CLUB, On Friday Evening, June 25, 1875.

On which occasion will be presented LONDON ASSURANCE, Embracing the entire strength of the Club.

Tickets, $1, may be had from members of the Association or the Garrick Club, or at the theatre on the day and evening of the performance.

RECEPTION COMMITTEE—Members of the Association and the Club.

Doors open at seven; performance begins at 8 P. M. No reserved seats. je20 1d

THIRD OF JULY EXCURSION.

A Grand Excursion will be given to Biloxi, for the benefit of the New Orleans and Louisiana Building Association.

Tickets for the Round Trip $1 50.

Persons wishing to purchase tickets can get them by applying to J. F. Winston, No. 129 Carondelet street. Buy your tickets before July 2.

The train will depart at 8 A. M. sharp.

J. F. WINSTON, President.
je20 12t JAMES HENRY, Treasurer.

RAINBOW CANTATA AND CONCERT

AT NAPOLEON AVENUE PRESBYTERIAN CHURCH, SIXTH DISTRICT,

Friday, June 25, at 8 P. M. Precisely.

CANTATA.

Light............Miss J. D.
Blue............Miss B. M.
Red............Miss E. S.
Yellow............Miss A. D.
Orange............Miss L. S.
Green............Miss A. R.
Indigo............Miss F. P.
Violet............Miss L. D.

Intermission of five minutes.

Voluntary............Mr. M.
Duet............Miss S. and Mr. L.
Tenor solo............Mr. S.
Sextette............
Soprano solo............Miss M.

After concert, refreshments at moderate prices in pavilion in rear of the church.
Admission, twenty five cents. je20

SCALES.

FAIRBANKS'............FAIRBANKS'

STANDARD SCALES,

No. 53 Camp street.

FAIRBANKS' COTTON BEAMS

MOSLER, BAHMANN & CO.'S FIREPROOF SAFES.

The best made in the market.

TROEMNER'S STEEL CORN AND COFFEE MILL

FAIRBANKS' POSTAL PACKAGE SCALE.

For the weighing of postal matter, hardware, groceries, cigars, gloves, shawls, dry goods, candy ornaments, tea, etc. Anything not weighing more than four pounds can now be sent by mail for two cents per ounce, or sixteen cents will carry a pound across the continent.

All retail merchants should have our Postal Package Scale.

SHRIVER'S LETTER COPYING PRESSES,

MILES' ALARM MONEY DRAWERS,

Counter, Druggist, Platform, Hay, Coal and Cattle Scales.

FOR SALE AT NEW YORK PRICES.

FAIRBANKS' SCALE DEPOT,

53............Camp street............53

my18 3m d&w

LEGAL NOTICES.

UNITED STATES DISTRICT COURT
DISTRICT OF LOUISIANA.

IN THE MATTER OF CHARLES FAURIE, JR., Bankrupt.

In Bankruptcy—No. 1475.

THE UNDERSIGNED HEREBY GIVES NOTICE of his appointment as assignee of the estate of Charles Faurie, Jr., adjudged a bankrupt upon his own petition.
je10 17 24 E. D. LE BRETON, Assignee.

UNITED STATES DISTRICT COURT.
DISTRICT OF LOUISIANA.

IN THE MATTER OF J. H. & A. J. SYPHER, bankrupts.

In Bankruptcy—No. 1477.

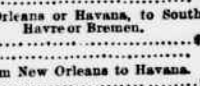
NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED has been duly elected and confirmed as assignee of the estate of J. H. & A. J. Sypher, who have been declared bankrupts upon their own petition.
je24 jy1 15 J. BUSH STOCKTON, Assignee.

STEAMSHIPS.

BREMEN.

North German Lloyd.

STEAM BETWEEN BREMEN AND NEW ORLEANS VIA HAVRE, SOUTHAMPTON AND HAVANA.



The Steamships of the North German Lloyd will resume their regular trips next fall.

Days of departure will be advertised hereafter.

The steamers touch outward at Havre and Havana and on their home trip at Havana and Southampton to land and receive passengers and freight.

PRICES OF PASSAGE.

From Bremen, Southampton or Havre, to Havana or New Orleans.
Cabin............$150 gold
Steerage............40 gold

From New Orleans or Havana, to Southampton, Havre or Bremen.
Cabin............$150 gold
Steerage............45 gold

From New Orleans to Havana.
Cabin............$35 gold
Steerage............15 gold

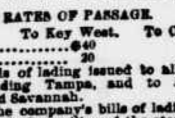
Passage tickets from Bremen, Southampton or Havre to New Orleans, issued by the undersigned.

For further particulars apply to
ED. F. STOCKMEYER & CO., Agents,
au3 1y No. 42 Union street.

FOR HAVANA, VIA CEDAR KEYS AND KEY WEST.

United States Mail Line.

Steamships
WILLIAM P. CLYDE, WILMINGTON,
MARGARET, EMILIA



The New Orleans, Florida and Havana Steamship Company will dispatch one of the above first class steamers from New Orleans to Havana

Every Wednesday.

Touching at Cedar Keys and Key West, and connecting with steamers for Apalachicola, St. Marks and Tampa.

RATES OF PASSAGE.

	To Key West.	To Cedar Keys
Cabin	$40	$35
Steerage	20	13

Through bills of lading issued to all points in Florida, including Tampa, and to New York Charleston and Savannah.

None but the company's bills of lading signed and none signed after sailing of the steamer.

Splendid passenger accommodations, and through tickets given to above points.

No freight received without permit from the office.

For freight or passage apply to
L. K. ROBERTS, Agent,
ja10 No. 130 Common street.

A PLEASANT JAUNT.

Navy Cove—Neglected Groves—Railroad Improvements—An Open Question—Cheap Fruit.

In close proximity to New Orleans is to be had surf bathing not surpassed on the continent—not even at famed Rye Beach. Few can locate the spot by its name—Navy Cove—but those who have visited it must long remember the enjoyments its facilities furnish to the boatman, the fisherman and the hunter, and the health-giving breezes which there continually blow new life and vigor into the veins of all comers.

The "Cove" is the "pilot town" of Mobile harbor. Situated some four miles from the extremity of the peninsula which is pointed with Fort Morgan, the pilots find it a safe anchorage and a pleasant home site. This half mile width of sand, laved on the north by the rippling waters of Mobile bay, and continually beaten on the south by the magnificent rollers of the gulf, is far from barren, although the inhabitants are not very prone to indulgence in agricultural pastimes during their oft-enforced idleness. Oranges, lemons, figs and vegetables generally grow luxuriantly with but moderate care, while the choicest of fish and oysters are so abundant that all are supplied without cost, except the pleasure of taking them.

There are many interesting features for visitors in and near Navy Cove, and one of sadness which only we specially speak of in the hope that it may be cured. During the war a federal camp was maintained there, a fact disclosed to the writer by sight of a headboard bearing the following inscription, the neatly executed work of some loving comrade:

BE YE ALSO READY.

In memory of Corporal B. S. Gunn, an honored member of Battery G, First Michigan Light Artillery, who was drowned in Mobile Bay November 19, 1864, aged twenty-two years.

Inquiry suggested by this memento of a gallant young fellow, whose sole living relative—his mother—was consigned to the lunatic asylum upon learning his sad fate, developed the fact that quite a number of Union soldiers and sailors were buried there in graves whose very existence is almost trampled out of knowledge or recognition by the hogs and cattle roaming in freedom about. In view of the fact that the nation has expended so freely to establish fit resting places for the remains of its gallant defenders, is it not truly lamentable that the bones of these poor fellows should lay in dishonored graves? Is there not negligence unpardonable somewhere? And will the old soldiers who read this permit it to continue?

Navy Cove is reached from Mobile by sail and steam in from four to six hours, the connection between the two points being somewhat irregular, but frequent and certain. Of course, Mobile is reached by the coast railroad, an institution the condition of which is of such interest to our travelers as to justify a few words as to its present state—especially as a contemporary has recently caused needless alarm by queries as to the safety of the bridges. Aided in his investigation by the veteran conductor of the road, Colonel Milne, a deservedly popular official, the writer satisfied himself by personal inspection that the numerous and lengthy bridges in question are not only the pleasantest part of the line to travel over, but in every particular safe, no matter how severely they are likely to be tested during the summer.

But from Conductor Milne the following interesting facts were also gleaned: All but two of the present structures are to be replaced with arched iron similar to the drawbridges now in use. The company is now (under the supervision of the inventor) putting up at West Pascagoula very extensive works for the thorough infusion of all timber used on the road with creosote. Immense iron tanks are near by ready for the oil, and a boiler 100 feet long, capable of operating three immense piles at once, is set up. In this boiler the logs are subjected to a thorough steaming, followed in due course by the creosote, the latter applied at a pressure of 300 pounds to the square inch. The objection to this process of wood preservation heretofore has been the impossibility of forcing the chemical into the fibre to any great depth. Mr. Putnam, the inventor, by the above imperfectly described machinery, claims that he can thoroughly impregnate a stick of timber of any size, and he shows his faith in his works by asking no reward for his services until success crowns his efforts. Fortunately this is not an experiment, the Old Colony railroad of Massachusetts having proven the efficacy of the process. Sixteen prepared piles, capped with iron, will form each pier for the arches of the iron bridges, which will include Chef Menteur, Rigolets, Bay St. Louis and the two Pascagoulas, while the others will be composed entirely of timber thus guaranteed against decay. The iron work is to be ready by November next.

Are not these improvements encouraging evidences of the present prosperity of the road, notwithstanding its rates per mile for fare are the lowest in the South?

Mobile is not in a feverish state of activity, although the question is not yet determined as to whether the Alabama shall be connected with the Tennessee river through the medium of the Coosa or Tombighee. A decade or two of discussion has had no apparent effect upon this interesting topic.

The proprietor of Lewis station, near Pascagoula, is working a revolution in his immense tracts of pine lands, and we shall benefit therefrom by a material reduction in the prices of melons and peaches. Speed the good work!

Commission Revoked.

Upon the report of the board of examiners of pilots at the mouth of the river, Governor Kellogg yesterday revoked the commission of Richard Cubitt. The board of examiners consists of Captain R. M. Wilson, A. N. Douglas and J. W. Lyons, and they have entered upon the discharge of their duties with a determination to rid the marine service of all incompetent and unreliable pilots. In this they are promptly seconded by Governor Kellogg, and much good will undoubtedly come of it.

SHERIFF'S SALES AT AUCTION FOR CITY TAXES.—Attention is called to the sales at auction to be made this day at noon, at the Merchants and Auctioneers' Exchange, Royal street, by the sheriff of the parish of Orleans, for city taxes, of improved and vacant real estate. For particulars and terms see advertisements.

COURT RECORD.

WEDNESDAY, JUNE 23, 1875.

United States Supreme Court.

The following decisions were rendered June 18:

No. 142. The United States, appellants, vs. C. V. Woodruff and A. Bouchard, Julia A. Nutt, executrix of Haller Nutt, Mary A. Wells et al.

No. 143. Bessie Elgee Gaussen, executrix of John K. Elgee, deceased, appellant, vs. the United States.

No. 166. C. V. Woodruff & Co., appellants, vs. the United States.

No. 223. Julia A. Nutt, executrix of Haller Nutt, deceased, appellant, vs. the United States.—Mr. Justice Strong delivered the opinion of the court. These cases have been elaborately and very ably argued, touching both the legality and the construction of the contracts under which the different parties claim. But in the view which we take of the merits of the controversy it is unnecessary to determine whether the contracts were or were not forbidden by the non intercourse acts of Congress. It is sufficient to examine the contracts themselves and to determine what is their true meaning. From the findings of the Court of Claims it appears that the cotton, which is the subject of controversy, was raised upon three plantations in Wilkinson county, Mississippi, worked by John J. Elgee and Josiah Chambers. The interest of the latter, whatever it may have been, was, however, abandoned to his copartner, and before the seizure under the captured and abandoned property act the whole right of Chambers to the cotton had become vested in Elgee exclusively. This has not been controverted. The fundamental question, therefore, is, in all the cases, whether Elgee parted with the ownership by either of the contracts found by the Court of Claims to have been made by him or for him by his agent, Gordon. It is the owner alone who has any standing in the Court of Claims under the captured and abandoned property act. In regard to such property only such suits can be brought as are authorized by the statute. That statute (the act of March 12, 1863,) furnishes a complete system for the prosecution of claims under it, and defines the extent of the rights which those who claim an interest in the proceeds of property captured or abandoned during the civil war may assert against the government. According to the well known rules of statutory construction, the system is exclusive of all others, and the rights defined are the only ones which can be enforced in any judicial proceeding. The language of the act is, "that any person claiming to have been the owner of any such abandoned or captured property may, at any time within two years after the suppression of the rebellion, prefer his claim to the proceeds thereof in the Court of Claims and on proof to the satisfaction of said court of his ownership of said property, of his right to the proceeds thereof, and that he has never given any aid or support to the present rebellion, to receive the residue of such proceeds, after the deduction of any purchase money which may have been paid, together with the expense of transportation and sale of said property and other lawful expenses attending the disposition thereof." Thus it is plain that no one is allowed to sue in the Court of Claims for the proceeds of captured or abandoned property unless he can prove to the satisfaction of the court three things: First, his ownership of the property seized; secondly, his right to the proceeds thereof, and, thirdly, that he never gave aid or comfort to the rebellion. The third, it is true, has been ruled by the court to be no longer necessary since the amnesty proclamations, but the ownership of the property at the time of the seizure and the right to the proceeds thereof, are still indispensable to any standing in court as a claimant for the proceeds of property captured which have been paid into the treasury of the United States. We are, then, to inquire whether Woodruff and Bouchard or Haller Nutt had acquired the ownership of the cotton prior to its seizure by the agent of the United States on the second of April, 1862; for, if either of these parties had become the owner and entitled to the proceeds of its sale before that date, that party is entitled to a judgment for the sum remaining in the treasury after the deductions are made provided by the statute. If, on the other hand, neither of those parties has shown that Elgee parted with his title; if the ownership remained in Elgee until after the seizure, and until his death, his representatives are the only persons that are authorized to sue for the proceeds of the cotton in the Court of Claims, for they only are the owners, whatever equities may exist in favor of the parties who contrated to buy. We come, then, at once to the question whether Woodruff and Bouchard acquired the ownership of Elgee. If they did, it was immediately through C. S. Lobdell. They made no contract with Elgee, but Lobdell did, and they purchased Lobdell's contract. What, then, was that contract?

On the thirty-first day of July, 1863, W. C. Gordon, an authorized agent of Elgee and Chambers, entered into the following agreement with Lobdell:

MISSISSIPPI, Wilkinson County.

We have this thirty-first of July, 1863, sold unto Mr. C. S. Lobdell our crops of cotton, now lying in the county aforesaid, numbering about 2100 bales, at the rate of ten cents per pound, currency, the said cotton to be delivered at the landing at Fort Adams, and to be paid for when weighed, Mr. Labdell agreeing to furnish, at his own cost, the bagging, rope and twine to bale the cotton unginned; and we do acknowledge to have received, in order to confirm this contract, the sum of $30. This cotton will be received and shipped by the house of Da Silva & Co., New Orleans, and from this date is at the risk of Mr. Lobdell. This cotton is said to have weighed an average of 500 pounds when baled.

W. C. GORDON,
Agent for Messrs. Elgee and Chambers.
C. S. LOBDELL.

At the time when the contract was made the baled cotton was stored under a covering of boards at some place not certainly designated. A portion equal to about twenty bales unbaled was in a gin house on Buffalo Bayou, at a place known as the "Rocks," or "Felter's Plantation," about ten miles from the Mississippi river. At this place Lobdell and the agent of Elgee met. Whether it was the same place where the bulk of the cotton was lying does not distinctly appear. Immediately after the contract, Lobdell employed J. M. Morris, living near where the cotton was stored, "to watch and take care" of it, and paid him therefor, and Morris continued his care until the cotton was seized by the agent of the United States. But it does not appear that the possession was surrendered to Morris or that there was any change of possession. At this time the region where the parties were was greatly disturbed by the war and the cotton was in danger of being burned by the Confederate forces and of being captured by the United States. Under these circumstances what ought it to be concluded was intended by the contract between Gordon and Lobdell? Was it intended to pass the property in the cotton to the purchaser, or was it in legal effect only an agreement to sell?

It must be admitted there is often great difficulty in determining whether a contract is itself a sale of personal property, so as to pass the ownership to the vendee, or whether it is a sale on condition, to take effect or to be consummated only when the condition shall be performed, or whether it is a mere agreement to sell. It is, doubtless, true that whether the property passed or not is dependent upon the intention of the parties to the contract, and that intention must be gathered from the language of the instrument. There are, however, certain rules for the construction of such contracts which are well settled in England, and we think also in this country. Mr. Justice Blackburn, in his work on sales (pages 151 and 152), states two of them, and Mr. Benjamin, in his treatise (second edition, page 236), adds a third. They are as follows: First—"When, by the agreement, the vendor is to do anything to the goods for the purpose of putting them into that state in which the purchaser is bound to accept them, or, as it is sometimes worded, into a deliverable state, the performance of those things shall, in the absence of circumstances indicating a contrary intention, be taken to be a condition precedent to the vesting of the property." Second—"Where anything remains to be done to the goods for the purpose of ascertaining the price, as by weighing, measuring or testing the goods, where the price is to depend on the quantity or quality of the goods, the performance of these things shall also be a condition precedent to the transfer of the property, although the individual goods be ascertained and they are in the state in which they ought to be accepted." Third—"When the buyer is by contract bound to do anything as a consideration, either precedent or concurrent, on which the passing of the property depends, the property will not pass until the condition be fulfilled, even though the goods may have been actually delivered into the possession of the buyer."

These may be regarded as rules for ascertaining the intention of the parties. They are in most cases held to be conclusive tests. Though not supported by all the decisions, they certainly are generally accepted in England, and by most of the courts in this country. And they are the rules which are applicable to contracts for the sale of specific chattels, contracts which define the articles which are the subjects of agreement, either single articles or aggregates separated from others, as the grain in a bin, the hides in a specified vat, etc., or such a case as the present, all the cotton at a designated place. A considerable number of the numerous authorities which justify these rules are collected by Mr. Benjamin in his "Treatise on Sales" (second edition, pages 234 et seq.) Applying them to the contract now under consideration, we think it can not be maintained that the parties intended the contract should pass the ownership of the cotton at once to the buyer without any ascertainment of the whole price by weighing; without its complete preparation for delivery; without any delivery and without payment. This is not the case of an unconditional sale of a specified chattel for an ascertained price. Its subject was the crops of cotton lying in Wilkinson county. The contract was a cash contract. No credit was intended. An ascertainment of the price by weighing was contemplated, though it is not stated where the weighing should be done. The vendor undertook to deliver at Fort Adams. He was to deliver it in bales. Yet all the property was not in a deliverable state. Part was unginned, unbaled and unbagged. The vendor was to prepare it for delivery, by ginning, baling and bagging it, and Lobdell was to furnish the necessary bagging, rope and twine. This was to put the cotton into the condition in which he was bound to receive it, for he was not bound to receive any unless the whole was ginned, baled and bagged. The contract was entire and the vendor was not bound to put the cotton into a deliverable state unless Lobdell furnished the necessary material. Besides, it was stipulated that the cotton should be received by DaSilva & Co.

Our conclusion does not rest merely on the ground that the cotton was not weighed or delivered. It is unnecessary to decide that weighing the cotton was in this case a prerequisite to the transmission of the property, though that appears to be the law in England, when by the contract the goods are to be weighed by the vendor, or by him concurrently with the vendee.

The court here considered the English and American cases, and proceeded thus:

We come next to the claim of Mrs. Nutt, executrix of Haller Nutt, deceased. A very vigorous argument has been made to us in support of this claim, but we think it can not be sustained. Assuming that Nutt's contract with Elgee, made in October, 1863, was not illegal, that it was not in violation of the non intercourse laws, it still was not such a contract as passed the property in the cotton. The finding of the court is that in October, 1863, Truman Holmes, as agent of Dr. Nutt, contracted with Elgee for the sale from him of so much of the 2100 bales of cotton stowed at Felter's plantation, as he (Holmes) should get out in safely to market, for the price of £15 per bale, to be paid in Liverpool, the risk of the cotton till got out to be on Mr. Elgee. That this was but an executory contract is very plain. The subject was indefinite. It was not necessarily the 2100 bales; not certainly any of them. It was simply so much of them as Holmes should get out in safety to market. The agreement contemplated that he might never get out any. If so, nothing was agreed to be sold. In fact, he never did get out a bale. Whatever else may be dispensed with, it is certain there can be no sale of personal chattels without a specific identification of the thing sold. Which of the whole number of bales could the purchaser say were his? For which of them could he have been compelled to pay? And there is no evidence that Holmes ever received the cotton, or any part of it, or asserted any possession, though the sale was on credit, and if the property was his principal's, he was entitled to move it at once to market. Our attention has been called to the letter addressed by Elgee to Holmes afterward, which, it is argued, was itself a sale. It was dated October 8, 1863, and was as follows:

DEAR SIR—It having been agreed on between you and myself that I sell to you all the cotton of Elgee & Chambers, now baled and under shed, for the price of £15 per bale, payable in Liverpool, you will cause the same to be placed to my credit with James A. Jackson & Co., Liverpool.

J. K. ELGEE.

Captain Thurman Holmes, present.

This was not found by the court to have been per contract between the parties. It refers to the former agreement, and evidently it was intended as a direction where to pay the price of the cotton, if any should be got out and if any purchase money should become due. It had no other purpose. It was not even a delivery order, much less can it be regarded as a bill of sale. And there is no finding that it was accepted. The only contract, therefore, respecting the sale of the cotton to Holmes upon which the executrix of Dr. Nutt can rely is that found by the court to have been made, a contract for the sale of so much of the 2100 bales as Holmes should get out in safety to a market, and that contract passed no property in the cotton.

This disposes of the whole case. The property in the cotton was in Elgee, and neither of the contracts proved divested him of his ownership. The result is that his personal representatives are entitled to a judgment for the entire proceeds of the cotton held in trust for the owner.

The judgment of the Court of Claims is reversed, and the record is remitted, with instructions to dismiss the petition of Woodruff and Bouchard, and Julia A. Nutt, executrix, and to enter a judgment in favor of the personal representatives of John K. Elgee, for the sum found in the treasury, the net proceeds of the sale of the cotton.

Dissenting, Mr. Justice Bradley and Mr. Justice Hunt.

Superior District Court.

James B. Cooper vs. Board of Metropolitan Police Commissioners.—Petitioner alleges he was appointed police surgeon October 1, 1868; that he was illegally removed March 23, 1874, and the Supreme Court so decided; that he was reinstated May 1, 1875, and that the board owes him $2367 11 for the interregnum, when he was illegally prevented from performing the duties of his office.

Pablo & Co. vs. Hall & Eprue.—Petitioners allege they are proprietors of the Putnam patent bottle fasteners, by purchase November 21, 1870, for five years from March 29, 1871, and that defendants are using them to plaintiffs' damage of $5000. Injunction issued on bond of $500.

Charles Marine et al. vs. sheriff of Orleans.—Petitioners allege that three pieces of property advertised to be sold for taxes are illegally seized: 1. Because the writs have expired and were not in force at the time of seizure; 2. The description is insufficient; 3. The city has warranted the title and can not levy taxes till the Gaines' claim is settled; 4. The property does not belong to the defendant in the tax suit, M. A. Peyroux; 5. There was nothing recorded against the property when purchased; 6. Want of proper citation; 7. The judgment against a third party can not affect plaintiffs; 8. The legal formalities were not complied with; 9. There were only three public advertisements, and should have been five; 10. The tax is unconstitutional and unequal, having been reduced by ordinances Nos. 2725 and 2995; and prays for an injunction and damages of $500 for slander of title and $500 for unauthorized seizure. Injunction issued on bond of $500.

First District Court.

NOLLE PROSEQUI ENTERED.

Elisha Moore, assault and battery; James Dowd and Reuben Baker, petty larceny.

CONVICTED.

Adele Engelbracht, of assault and battery; Elijah Tollman and Charles Joseph, of petty larceny.

Second District Court.

The interdiction of Henrietta Condreau is prayed for.

Willis H. Hogan prays to be emancipated.

Sixth District Court.

Judge Saucier rendered the following decision:

A. Carriere & Co. vs. Carl Kohn.—The question in this case is whether the note sued on is a negotiable promissory note. On its face it does not express an absolute and unconditional promise to pay. The promise is to pay provided there is an opera. The proviso denotes a condition which of itself suffices to deprive the instrument of its character of negotiability, and constitutes it an agreement between the original parties which remains unchanged in the hands of a third person, who can not be heard to deny to the promissor the right of showing that the condition of his promise has not happened. The evidence shows there was no opera within the intentment of the original parties, and defendant is entitled to a judgment rejecting plaintiff's demand.

The Orleans Dramatic Association.

The second complimentary entertainment of the season by this association was given at the Varieties Theatre last night. The bill was Robertson's comedy of "Home," and the farce of the "Artful Dodger." The comedy was cast as follows:

Alfred Dorrison, passing under the name of Colonel John White....Harry Pickles
Captain Montraffe............W. H. Beanham
Mr. Dorrison............George Stern
Bertie Thompson............J. M. S. Allen
Mrs. Pinchbeck............Miss Isabel Freeman
Dora Thornhough............Miss Maggie Stroudback
Lucy Dorrison............Miss Flora Burton

"Home" is an exquisite comedy, a companion piece to "Caste." It is not among the best pieces for amateurs, for the reason that it depends entirely upon the ease and polish of the actors. There are in it no dramatic situations, no chances for declamation. It is all "Home," and the amateurs were not at home in it. It is played in one scene, and the stage was set beautifully. Miss Freeman had the ungracious part of a female villain. She gave it the interpretation of the author, and in an artistic sense is as much entitled to praise as if she could have carried the sympathies of the audience with her. The farce was rattled through in a lively manner. We must commend the reception committee on the management of the front of the house. There were seats for all present, and the lobbies were kept free from standing guests. The house was delightfully cool, and all of the fine audience present seemed to enjoy the performance.

PEREMPTORY SALE OF SPLENDID COMMERCIAL AND DWELLING PROPERTY, IN THE MOST CENTRAL PORTIONS OF THE FIRST AND SECOND DISTRICTS, ON EASY TERMS AND LONG CREDIT.—The attention of our readers and capitalists is specially invited to the great sale of those choice properties belonging to the estate of the late E. Cordeviolle, which will take place this day at twelve o'clock M., at the St. Charles Auction Exchange, by C. E. Girardey, auctioneer. Capitalists seeking safe and permanently productive investments can find no opportunity more favorable than will be had at this sale. It comprises the following:

1. The well known and popular Orleans House, opposite the St. Charles Hotel, a splendidly built three-story brick building, forming the corner of St. Charles and Common streets, containing saloons, and the entire row of those prominent business stands and stores designated by the Nos. 141, 143, 145, 147 and 149 Common street, and No. 25 St. Charles street, yielding an average of over $12,000 rental per annum before the war.

2. That choice business corner, in the Second District, on Dauphine and Bienville streets, opposite the "Cheap Store."

3. The popular shoe store, forming the corner of Bourbon and Dumaine streets, opposite Deloche's drug store.

4. The substantially built and comfortable two-story brick dwelling, on Bourbon, between Dumaine and St. Ann streets.

5. The double one story and attic brick dwellings on Claiborne, between Damaine and St. Anne streets.

6. The two-story frame dwelling on Dumaine, between Claiborne and Robertson streets.

7. The neat and comfortable double frame cottage on Bayou road, between Rampart and St. Claude streets.

8. Nine very valuable lots of ground in Carrollton, forming the corner of Calliposa and Jackson streets.

9. A number of judgments against various parties.

Terms—One-fourth cash, balance at one, two and three years credit.

For further particulars see advertisements and plans at sale.

Meteorological Report.

OFFICE METEOROLOGICAL OBSERVER, New Orleans, June 23, 1875.

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

Places.	Ther.	Wind.	Weather.
Augusta	92	S. W.	Fair.
Cincinnati	91	S. W.	Clear.
Corsicana	95	S.	Fair.
Galveston	94	S.	Fair.
Keokuk	88	S.	Clear.
Lacrosse	80	S. E.	Cloudy.
Leavenworth	95	S.	Fair.
Louisville	92	S. E.	Fair.
Memphis	93	S. W.	Clear.
Montgomery	92	N. W.	Clear.
New Orleans	78	S. W.	Light rain.
New York	73	S. E.	Fair.
Omaha	92	S. W.	Fair.
Pittsburg	83	W.	Fair.
St. Louis	92	S.	Fair.
St. Paul	65	N. E.	Light rain.
Vicksburg	90	S. W.	Fair.

RIVERS.

	Rise, inches.	Fall, inches.	Above low water mark. Ft.	In.
Cincinnati	..	25	14	11
Keokuk	..	4	10	1
Leavenworth	..	1	14	11
Lacrosse	..	1	4	6
Louisville	14	..	7	10
Memphis	6	..	17	5
New Orleans	..	1	*7	7
Omaha	5	..	13	0
Pittsburg	..	4	2	11
St. Louis	..	1	23	4
St. Paul	..	2	8	6
Vicksburg	..	3	26	5

*Below high water mark of 1874.

BY TELEGRAPH.

WASHINGTON.

The Farragut Prize Money.

WASHINGTON, June 23.—The Secretary of the Navy has made a requisition for $360,000 on the Secretary of the Treasury to pay the remainder of the Farragut prize awards. The original amount was $960,000. The sum first named will be placed to the credit of the assistant treasurer for the use of the prize fund. It will be distributed among 1500 persons, heretofore attached to thirty-five or forty vessels of Farragut's fleet, which made the capture from the Confederates. The aggregate amount of money derived from such naval captures during the late war was about $38,000,000, of which $14,000,000 were turned over to the navy pension fund, $16,000,000 distributed to the captors, and the remainder absorbed in expenses, etc. The Farragut cases are the last to be adjusted.

Crop Prospects.

The following synopsis of the condition of certain crops has been received from J. R. Dodge, statistician of the department of agriculture:

The condition of winter wheat generally is reported as comparatively low. A marked improvement is noted since the April and May returns in the wheat prospects of the West, especially in Kansas.

The State averages of the condition of winter wheat in the Alleghenies are as follows: West Virginia 60, Kentucky 80, Ohio 58, Michigan 80, Indiana 71, Illinois 64, Missouri 55, Kansas 97. Rye promises better than wheat, yet it may not mature a full crop. It is best in Northern New England and in the Gulf States. There is a small increase in the breadth of the oat crop, caused in part by the abandonment of winter wheat areas. Its condition is generally good—almost a full average in the States of largest production, and better in the central districts than on the Atlantic coast or in California.

Telegraph Line to Fort Sill.

The Signal Bureau telegraph is working to Fort Sill, Indian Territory.

Sixth Auditor.

The President has signed the commission of McGrew, to be sixth auditor vice Sheats; also that of Miller, to be postmaster at Tuscaloosa.

Important Decision.

The Controller of the Currency has received information of a decision recently rendered by Judge McCandless in an action of debt brought against the cashier of the Monongahela National Bank of Brownsville, Pennsylvania, to recover a penalty of $500 for the refusal of the cashier to permit the deputy collector of internal revenue to examine the checks on file in said bank. The court entered judgment for the defendant, holding that the internal revenue collector had no right, under section 3177 of the Revised Statutes, to exercise the powers claimed by him.

Secretary Delano.

Secretary Delano has returned.

A New Counterfeit.

A new and dangerous counterfeit was discovered at the national bank redemption agency of the five dollar notes of the First National Bank of Canton, Illinois. This is evidently changed from the plate on which the counterfeit on the Traders' National Bank of Chicago and the First National Bank of Paxton, Illinois, were printed.

A System of International Exchange.

Preparatory steps are being taken to bring about a system of international exchange between Great Britain and the United States, through the medium of the co-operative societies in Great Britain and the Patrons of Husbandry in America. The central co-operative board of the co-operative societies has been in correspondence with Secretary Kelly, of the National Grange for some time past relative to the project, and at a meeting of the executive committee of the National Grange next week the subject will be formally presented by a deputation from the co-operative societies, en route to the United States.

The British co-operators ask the acceptance of their plan of union, and state that the object is to reform commercial abuses, get rid of middle men, restore integrity in dealing, equalize wealth and represent that a much greater quantity of American products would be sold in England but for the extravagant charges of middle men, and that the same is true of manufactured articles sent to America from England.

They propose to operate with the Grangers on direct trade lines, sending their own ships freighted with their own goods to exchange for American products, such as wheat and cotton, on fair, equitable and economical terms. The co-operative societies of Great Britain number about 500,000 members, while the Grangers are estimated at 2,000,000. As the latter already have State agencies established for the purchase at wholesale rates and for cash of all the articles they desire, the plan of exchange proposed is believed to be, since co-operation is one of the underlying principles of the order. Prominent Grangers now in the city, especially those from the South and West, are anxious to have the proposition of the British co-operators accepted, since they assert they could sell their agricultural products to better advantage in the European markets, and get many articles of English manufacture at cheaper rates than in this country.

NEW YORK.

Tweed.

NEW YORK, June 23.—Tweed is still in Ludlow street jail, awaiting the procurement of $3,000,000 bail in a civil suit. His family and counsel visited him there to-day.

The Steamer City of Mexico Disabled.

The steamer City of Mexico, Sherwood, master, which sailed hence for Havana June 22, has returned damaged. Twenty miles south from Sandy Hook she came in collision with an unknown bark, carrying away her upper works, staving a hole in her bow and damaging her stern. She will have to discharge her cargo for repairs.

Yellow Fever on Shipboard.

The *Anglo-Brazilian Times* of Rio, May 22, says:

"The American frigate Lancaster, which lost a doctor and several seamen here, took the yellow fever with it to Bahia, and the other medical men and an officer died on the passage. By permission of the minister of marine the frigate obtained a Brazilian local doctor to go with the vessel to the United States."

The Beecher Business.

Beach closed, and made a motion to reopen. The judge said he would like to hear argument. Evarts said he had no objection. Judge Neilson said if affidavits upon which motion was made were given him he would decide to-morrow before giving the charge. Adjourned.

GOLD.

The Finding of Gold Officially Reported.

WASHINGTON, June 23.—A dispatch received at the War Department to-day, from Assistant Adjutant General Whipple, of General Sherman's staff, dated St. Louis, June 23, announces that a dispatch just received there from Colonel Dodge, dated Harney's Peak, June 17, reports that gold was found in paying quantities on French creek. Custer's report is confirmed in every particular. Colonel Dodge reports that the command is well and in fine condition. He has written fully upon the discovery, and will forward his reports by mail.

Professor Janney's Report.

The following dispatch has been received at the Indian Bureau from Professor Janney, dated Camp French Creek, near Harney's Peak, June 17, 1875:

"I have discovered gold in small quantities on the north bend of Castle creek in terraces or bars of quartz gravel. We arrived here yesterday. About fifteen miners have located in camp on the creek above here, and have commenced working. Gold is found from Castle creek southwardly to French creek at this point, and the deposits are almost wholly in Dakota.

"The region has not been fully explored, but the yield of gold, thus far, has been quite small, and the reports of the richness of the gravel bars are greatly exaggerated. On French creek the deposits of gravel are very unfavorably situated. The water supply is small and failing, and the grade too little to admit of the tailings being carried off by the stream. The prospect, at present, is not such as to warrant extended explorations in mining."

The Gold Mines in the Black Hills.

CHICAGO, June 23.—The special correspondent of the *Inter-Ocean* with the scientific expedition in the Black Hills, at Camp Harney Creek, Custer's Gulch, sends the following telegram via Fort Laramie, dated June 16:

Gold in large quantities and of good quality has been discovered in Custer's Gulch, French creek, and along this stream for a distance of upward of seven miles toward the river gulch mines.

There are scattered along French creek four different mining parties, numbering twenty-five men, who have taken up claims, on all of which good color has been obtained. There are also several quartz lodes which promise rich returns, but the greatest importance is attached to the gulch gold diggings. When the gold was discovered the scientists were at Camp Tuttle, and they arrived here yesterday afternoon, when they were somewhat astonished at the discovery. It is intended to make this a permanent camp, where the command will remain until the return of the supply train from Laramie.

FOREIGN.

Failed.

LONDON, June 23.—Wilson and Armstrong have failed. Liabilities $1,000,000.

The Right of Transit.

The King of Burmah has granted to Great Britain the right to send forces through his dominions to Western China, if requisite, for future expeditions.

Gladstone.

The *Sun* says it has undoubted authority for stating that, after repeated conferences, Mr. Gladstone has promised to resume the leadership of the Liberal party next year.

The Contagious Diseases Act.

The House of Commons to-day, after an animated debate, rejected the bill to repeal the contagious diseases act by a vote of 308 to 126. The government opposed the bill on the ground that the act it sought to repeal afforded great protection.

An English Bishop's Regret.

The Bishop of Chichester, in a speech at a luncheon which followed the laying of the cornerstone of a chapel at Ardingly, expressed a regret that Messrs. Moody and Sankey had been allowed to hold a meeting near Eton. He contrasted the weakness of the authorities there now with the vigor which had been shown in former times. "Then," he remarked, "Moody and Sankey might have fallen on their knees before such a privilege as that recently obtained by them would have been granted."

Another Failure.

T. H. Rudall & Sons, No. 20 King William street, failed. Liabilities $900,000. Also, William Marshall, of Lancaster; liabilities $500,000.

Explained.

It is officially announced that the King of Burmah has given satisfactory explanation of his course of action to Douglas Forsyth, British envoy. War is now considered impossible.

The Troubles in China.

Advices from China say that disorder in Chin Kiang growing out of the arrest of two native soldiers for insulting the American consul and his wife has subsided. The Chinese have partially satisfied demands for reparation.

Prohibiting Public Processions.

BERLIN, June 23.—The German government is preparing a parliamentary measure prohibiting public religious processions. This is aimed at the Catholics.

In the French Assembly.

PARIS, June 23—In the National Assembly to-day, M. Buffet, Minister of the Interior, expresses his astonishment at the attack upon the government yesterday by Deputies Blanc and Montjan, in the debate on the public powers bill. He pointed to the fact that the government put forth its programme upon his coming into office, and that no disapprovals thereof were then manifested. He challenges its opponents to bring forward a resolution condemning that programme, but not to challenge the government upon the question of organic laws. M. Buffet added that he would preserve the programme inviolate while he continued in office. He acknowledged that the supplementary constitutional bills were contrary to the principles of MM. Blanc and Montjan, and that they did not intrust the President of the republic with the role of an American President, which would render necessary the alteration of all French laws. He instanced the law which empowers the President to fix the number of military contingent. There was no analogy between France and the United States. He concluded as follows: "In organizing a government for France we did not start from an abstract point of view. We asked for the conditions necessary to place the executive in harmony with French customs and traditions. Even if you could prove that the public powers bill was incompatible with the republic, we think the country would sacrifice abstract principle and prefer a goverment more in harmony with its own character." The right cheered the speech from beginning to end.

In the debate on the public powers bill, General Du Temple, a Legitimist deputy, created great confusion by some intemperate remarks, in the course of which he insulted Minister Buffet and the Duc D'Audiffret Pasquier, president of the Assembly. He declared McMahon equally guilty with Napoleon III. for Sedan. The speaker was called to order and silenced by the interposition of the House.

The Mary Chilton.

HAVANA, June 23.—The schooner Mary Chilton, previously reported to have been abandoned under suspicious circumstances, was brought to this port yesterday. Her crew, under arrest, arrived to-day, and will leave for the United States on the steamer Georgia.

The American Riflemen Enjoying Themselves.

DUBLIN, June 23.—A sham fight and grand review of the British troops took place at the Curragh Camp to-day, and was witnessed by the members of the American rifle team and their friends. Eight thousand soldiers, with thirty pieces of artillery, took part in the maneuvers. Among the crack regiments were the Grenadiers, the Enniskillens, the Highlanders, and the Third Dragoon Guards. The fight lasted two hours. In the review which followed, the infantry marched past to the tune of "Yankee Doodle." The American visitors, by invitation, lunched with the officers of the Highlanders. The weather was fine, and the spectacle attracted a crowd of about 5000 people.

MISCELLANEOUS.

Cardinal McCloskey at Emmettsburg.

EMMETTSBURG, Md., June 23.—The commencement exercises of Mount St. Mary's College were brought to a close to-day in the presence of a great throng of visitors from all parts of the country. In addition to the friends of students there were present Cardinal McCloskey, nine archbishops and about sixty priests and a number of laymen. The exercises, according to the programme, were to begin at 8:30 A. M., but it was almost ten o'clock when the students marched into the hall to the music of their own band, followed by the procession of the alumni, bishops, faculty and the cardinal, the latter

[CONTINUED ON FOURTH PAGE.]