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The Emperor of Brazil.

The Emperor Dom Pedro de Alcantara, of Portuguese South America, with the Empress Theresa Christina, and the ladies and gentlemen traveling with the royal party, arrived in this city last night by steamer Grand Republic, and proceeded to the St. Charles Hotel at about seven o'clock. Rooms were assigned the Emperor and his suite, and all were made comfortable and at home in the quietest manner possible. The Emperor occupied a private parlor on the first floor during the evening, and engaged in writing and reading his letters. The doors of his room were left open, and he hedged himself about with no show of royalty, and for the good manners of New Orleans people it can be said there was no crowd of curious people anywhere about the hotel, and no one disturbed his quiet. He received Mr. A. Foster Elliot, vice consul of Brazil, resident here, and was introduced to a few gentlemen, whose interviews were brief. Occasionally he would walk about in the halls, giving directions to servants, always looking quiet and pleasant, and having the appearance of a simple and portly gentlemam of the old school. The Emperor will remain here three or four days, and visit such points of interest, public places and institutions as his fancy may dictate, having laid out no programme for the employment of his time. The merchants most interested in fostering trade with Brazil will offer no reception or speeches, but the Emperor has stated that he would visit the Cotton Exchange and Customhouse when convenient for him to do so, probably today. Dom Pedro represents the only monarchy of the New World, but he shows no outward signs of royalty in our land, and in that respect has made a favorable impression. He has been a wise and consistent ruler of his empire for more than thirty-five years, and his country has developed marvelously in resources, civilization, education and material prosperity under his administration. He travels as a gentleman and a student, and will visit Europe before his return to Rio. It is hoped that his journeying may be pleasant and profitable, and that his visit to New Orleans may be agreeable to him and his lady.

Reminiscence of Captain J. H. Ure, by Colonel T. B. Thorpe.

NEW YORK, May 16, 1876.

EDITOR REPUBLICAN:

The death of Captain Ure recalls to my mind many of the most interesting incidents of my pleasant years of residence in Louisiana. From the time I made his acquaintance until I met him under General Butler's administration I found him the same intelligent, cultured, genial friend, full of human kindness, sympathetic and warm hearted.

Captain Ure told me once a bit of his history which I see has not been alluded to in any of his biographical notices. Perhaps it is not out of place. He said he was carefully educated for the ministry, his father, who was a leading member of the kirk, selecting the profession and putting him in training without consulting his son's predilictions. Captain Ure said he accepted his "lot" without dreaming of rebellion; in fact, such had been the severe Scotch discipline under which he was trained that he never thought of repining or of being dissatisfied, and went on mechanically, until the memorable morning when he was to preach his preliminary sermon. Dressed in a full suit of black, and facing a congregation, almost every member of which he personally knew, he became so confused that his eyes grew dim with excitement, and finally he lost the power of articulation. Mortified beyond measure, he retired from the sacred desk, rushed precipitately down stairs and into the street, and then to cool his fevered brow wandered toward the docks. Here he was attracted by the sight of a large vessel bound on its voyage being warped from the shore. In a moment, and without thought, he hired a skiff and was put on board. In the confusion of clearing the decks, and from his dress of dark broadcloth, he was presumed to be a belated passenger, and no questions were asked him until toward sundown, when the captain gruffly said, "Why don't you go aft?" Explanations followed. It was too late to be put ashore, and the clerically dressed and educated Ure found himself a sort of a big cabin boy on board of an old hulk bound for Calcutta. His description of that long voyage of months was full of humor. Very soon his broadcloth gave out, and he became dependent upon the sailors for his clothing. His new rig was so extraordinary that he did not recognize himself. At last, he reached his port of destination, where he found letters innumerable from his friends, and one from his father. After the alarm of his first disappearance was over, the ship that left the harbor that memorable Sunday was recalled, young Ure's predilections for the sea spoken of, the conclusion was naturally come to, that mortified at the result of his trial sermon, he had fled from the ridicule that would follow.

His father was thoroughly indignant that he would go to sea under such disgraceful circumstances. Wrote the old gentleman: "If you want to be a sailor, come home and enter the royal navy; a commission shall be had, and you can start as a gentleman."

In due time young Ure found himself a midshipman in her majesty's service, and worse used, he said, by the "aristocratic scions," with whom he was associated, than by the captain and mates of the old Calcutta ship. One evening an incipient earl insulted him so grossly that he resented the taunt with a blow. He was dismissed the royal navy, and with a heart and soul burning with indignation at the insults he had received on board of his ship, he determined to come to Republican America to seek his fortunes. His advent is remembered by many of the old citizens. His rapid rise until he obtained the highest position among the splendid steamboat captains of the lower Mississippi, is history.

Illustrative of his through education is an anecdote, of a rather pedantic doctor who interlarded his conversation with Latin quotations, who to display himself, got a long one off on Ure, and Captain Ure very coolly corrected the false Latin, that struck his ear, and gave the quotation correctly. The doctor was nonplussed and amid the laugh of the crowd went away growling, "the idea of a —— steamboat captain knowing Latin." T. B. T.

COURT RECORD.

WEDNESDAY, MAY 24, 1876.

United States Supreme Court.

John D. McLemore vs. the Louisiana State Bank.—Error to the District Court for the District of Louisiana. It is unnecessary to consider whether in all respects the charge of the Circuit Court to the jury was correct, because the record shows the case of the plaintiff to be so fatally defective that the judgment below would not be reversed for instructions, however erroneous. Brobst vs. Brock, 10 Wallace, 519; Decatur Bank vs. St. Louis Bank, 21 Wallace, 301. The case is this: The plaintiff was the owner of certain promissory notes and acceptances, in possession of the commercial firm in New Orleans of which he was a member, which were pledged by the firm in 1861 and 1862 to the bank as security for money loaned to them. This paper was not met at maturity, and, with the collaterals pledged for its repayment, remained in possession of the bank until the eleventh of June, 1863, when the bank was put in liquidation by order of Major General Banks, and its effects transferred to military commissioners, appointed to close it up. The officers of the bank, while submitting to this order, because they had no power to resist it, deemed it unjust and oppressive, and entered a protest against it on their minutes. During the administration of the affairs of the bank by the commissioners, the pledged paper was sold for less than its face. In January, 1866, the military liquidation ceased by order of Major General Canby, and the effects of the bank which were unadministered were restored to the corporators. The plaintiff, on the theory that the securities were parted with illegally, seeks to make the bank responsible for the proceedings of the commissioners, but this he can not do. Certainly no act was done or omitted to be done by the bank inconsistent with its duty, for it was only bound to take that care of the pledge which a careful man bestows on his own property. The superior force set up by the bank as a reason for not returning the pledge, is sufficient, and discharged the bank. It was in the midst of war, and there was no course left but submission under protest, as was done by the bank.

Mr. Justice Davis delivered the opinion.

United States Circuit Court.

Present—Hon. J. P. Bradley, associate justice of the Supreme Court; Hon. W. B. Woods, circuit judge; Hon. E. C. Billings, district judge.

Proceedings before Justice Bradley.

Charles Morgan vs. New Orleans, Mobile and Texas Railroad.—For recision of contract. It was made to end a ruinous opposition. [Morgan's business is here detailed, and the compromise terms and business.] The agreement was made in New York. Morgan subscribing $1,258,000, and receiving certificates of stock and conveying steamships "Laura" and "Francis," Pontchartrain railroad stock, railroad property northwest of Brashear City and a cash balance. C. A. Whitney & Co. were agents till the April following. The company did not fulfill its agreement, and the agents resigned. They failed to pay the interest, etc., and the trustees took possession and proceedings for a sale, which was ordered. An amended bill alleges statements made in New York, that the assets were $7,551,000, viz: $4,255,000 of bonds of the company, $4,140,000 of State bonds, and $1,500,000 second mortgage at sixty cents, and $483,000 of Calcasieu division, subject to $1,404,000 due subscribers to "two million fund."

The court says that the answers furnish but little light, and proceeds to review the evidence, and that in rebuttal. Following this Justice Bradley makes a most careful analysis of the affairs of the company, including every asset and subscription, State and private. He says the complainant can hardly ask to have the whole arrangement set aside. The company did not conceal that it was in debt. The list of securities only contains that which was known to all parties. If the contract were governed by the law of Louisiana it should be rescinded. On this the opinion concludes as follows:

It becomes material, therefore, to ascertain whether the contract is to be governed by the law of Louisiana. The general rule is that a contract is to be governed as to its interpretation, its nature, its obligation, and its performance or dissolution, by the law of the place where it is made or entered into. In other words, *lex loci contractus est lex contractus*. The first and principal exception to this rule is, that if the contract is made in one State or sovereignty, and is to be performed in another State or sovereignty, it is to be governed by the law of the place of performance, because it will be presumed that the parties had the laws of the latter place in view when they entered into the contract. The rule and the exception have been fully discussed and commented upon by Mr. Justice Story in his Conflict of Laws, and by many other writers on private international law, and it is unnecessary to review those discussions here.

In this case the contract was made in New York by persons who resided there. The railroad company, it is true, was a corporation originally chartered by Alabama, and subsequently capacitated by the laws of Louisiana and Texas to exercise all its faculties in those States; but its directors and officers mostly resided in New York and other Northern States, and its principal office was in New York, and the meetings of its directors were usually held there. In this case all the negotiations which led to the contract were carried on in New York, and the contract itself was concluded and executed there.

But on the other hand the interests, operations and property which formed the principal object of the contract were located in the Southern States bordering on the Gulf of Mexico, to wit: Alabama, Mississippi, Louisiana and Texas; and largely in the State of Louisiana. The contract was made with reference to these interests, operations and property, but its direct object, that is, the things stipulated and agreed to be done and performed, were to be done and performed partly in New York and as well as in the States referred to. This will appear when we look at the contract a little more particularly.

It is altogether a personal contract, providing for the doing of certain acts on the one side and on the other. Its object was a settlement of controversies, and a discontinuance of business opposition between the parties. It is evident that many of the acts stipulated to be done could be and in fact were done in the city of New York. There Morgan executed and delivered to the company the various deeds and transfers of property which he shows to the conveyances of the property in Mobile, the bills of sale of the steamers, the transfer of the Pontchartrain Railroad Company stock, the conveyance of the railroad rights north and west of Brashear City. There he made his stipulated subscription to the securities of the railroad company; there the company delivered to him the said securities; namely, the bonds and certificates of stock. But the discontinuance of the steamboat business between Mobile and New Orleans, and the delivery of the property, consequent upon the said conveyances, were in Alabama and Louisiana; and the building and completion of the railroad to Brashear City were necessarily to be done in the latter State.

Now, by what law is such a contract to be governed, where it is executed in one State, and is partially to be performed in that State, and partially in other States?

I have no difficulty in saying that the conveyances and transfers to be made in pursuance of the contract were to be made in conformity with the laws of the States, respectively, in which the property, when consisting of realty, or subject to local law, was situated. And such conveyances and transfers, when executed, would be governed by the *lex rei sitae*. But that does not answer the question, as to what law the principal contract is to be governed by. In Louisiana non-performance of a material stipulation renders the whole contract liable to be dissolved. But no one would apply that rule of Louisiana law to a contract not subject to its dominion, even though the breach should occur in Louisiana. The fact, therefore, that one of the acts to be performed in this case—the construction of the railroad—was to be performed in Louisiana will not help to resolve the question, unless we can affirm that the entire contract is to be governed by Louisiana law. Does the fact that a portion of the contract must necessarily be performed in Louisiana subject it to that condition? If it does, then the like fact that a portion of the contract is necessarily to be performed in Alabama would subject it to Alabama law and make it an Alabama contract.

In this embarrassment I do not know that I can do better than to fall back on the general rule that a contract is to be governed by the law of the place where it is made. The presumption that, where a contract is to be performed in a different jurisdiction, the parties must be intended to have in view the laws of the latter seems to be repelled when the performance is to take place in several different jurisdictions. For, when there are two equal and opposite presumptions, neither of them can prevail. The present case is still stronger; for much of the contract was performable, and actually performed in the place where it was made.

I do not mean to say that where the main and principal part of a contract is to be performed in a State different from that in which it is made, the presumption will not arise that is made in reference to the laws of such place of performance, even though some minor and incidental parts are required to be performed in still different States. Such may very possibly be the result in many instances that may occur. When they happen they will be governed by the force of their own circumstances. But I do not see that I am called to apply any such exceptional rule in this case. The building of the railroad in question was a very important consideration, it is true; but the contract embraced many other considerations, equally important, that were not necessary to be performed in Louisiana.

The conclusion, therefore, to which I am forced to come to is, that the principal contract, made on the twelfth of December, 1871, between the complainant and the New Orleans, Mobile and Texas Railroad Company was a New York contract, governed, as to its nature and obligation, by the laws and jurisprudence of the State of New York, and as by these laws and jurisprudence, so far as appears, no such dissolving consequence follows from a non-performance of a part of the contract as is claimed in this case, the claim is untenable, and the relief must be refused.

As no relief can be granted on either of the grounds laid in the bill of complaint, the same must be dismissed with costs.

James Buckner vs. assignees of Commercial Bulletin, bankrupt.—A landlord can not prove rent after bankruptcy of the tenant, nor can he or the assignee claim to occupy without paying rent in full. For rent after bankruptcy the landlord has nothing to do with the expenses of the estate. A petition for rent in this case is like any other for rent. The assignees may therefore have a trial by jury, and in that contingency the plaintiff may amend his petition and claim a judgment for the whole rent due. Otherwise the assignees to pay the net proceeds of the goods in the leased premises.

Peter Jackson vs. steamer Fleta.—Libellant was a steward, injured by the breakage of a derrick in hoisting a skiff. After going to the hospital for two months he was re-engaged on board the Fleta till she was laid up for repairs, and did his duties with his arm in a sling. He was in the line of his duty at the time the work was to be done and the captain made no objection, having ordered him to do the work. He could not have been foolish enough to remain in danger if he had been warned of it, as alleged. He says he heard no warning, perhaps from the noise of the machinery. He alleges the derrick was rotten; the officers, that it was sound, and explain that a derrick four inches in diameter in hoisting a skiff thirteen feet long broke in three pieces, because the boat struck the bank accidentally at the time. I do not know that I can hold the master or owner of the steamer liable on the ground of negligence. But there is a rule of maratime law which entitles a seaman, who has received injuries or has become sick in the course of his employment, to be allowed wages and to be taken care of until he is cured. The limits of this rule may not have been clearly defined in respect to internal navigation. But I think the libellant is clearly entitled to the benefit of this rule for the time that he was in the hospital and until he was re-employed on the steamer. The views of Judge Durell in Jones vs. Tidal Wave are adopted. Libellant is to recover his wages, and the damages to be fixed after hearing by Commissioner M. M. Cohen.

Edgar Nott et al. vs. steamboat Sabine.—Fire is not entirely like the authorities referred to. Property and owners can not be proceeded against in the same libel. Conk., Ad. 25-42, a joinder *in rem* and *personam* is prohibited. 3 Wal., 266; 22 How., 216. Judgment of the district court affirmed; the cause to be heard on the libel.

Supreme Court.

Present—All the judges.

Cases will be called Monday, May 29.

The following decisions were rendered:

REHEARINGS GRANTED.

No. 6062. State of Louisiana vs. Henry Fassman.

No. 6204. Mary Hardy vs. John A. Stephenson.

REHEARINGS REFUSED.

No. 3046. Succession of William Hackenschmidt.

No. 3291. Wheeles & Pratt vs. F. M. Fisk.

No. 4690. Commercial Press vs. Union National Bank.

No. 4717. Joseph B. Hubbard vs. Susan D Moore.

No. 4721. E. Heistand vs. city of New Orleans.

No. 4731. Horter, Peterson & Fenner vs. Merchants' Mutual Insurance Company.

No. 4731. E. T. Merrick vs. David B. North.

No. 4887. Thomas J. Semmes vs. Edward W. Burbank.

No. 5382. Edward Thompson vs. Mrs. Rosetta E. Grow.

No. 5755. Randell Hunt vs. James E. Zuntz.

No. 5789. Rhoda E. White vs. Myra Clark Gaines.

No. 5854. Jacob Strauss vs. Hibernia Bank.

No. 5883. Peter Hellwege vs. Hibernia Bank.

No. 5881. Leon Godchaux vs. Union National Bank.

No. 5955. Succession of Dr. Newton Mercer.

No. 6015. Etienne Villavaso vs. Augustus W. Walker.

No. 6042. Mrs. Reid Mills vs. Sheriff Waggaman.

No. 6051. Charles Madueli et al. vs. P. H. Mousseaux et al.

No. 6075. Jean Mandere vs. Francois Bonseignore.

No. 6110. City of New Orleans vs. H. S. Buckner.

No. 6131. City of New Orleans vs. St. Patrick's Hall.

No. 6144. Mrs. Elia Bouton vs. Sheriff Waggaman.

No. 6145. Jean Mandere vs. Francois Bonseignore.

No. 6168. Atala Lecompte et al. vs. C. L. Walmsly.

No. 6229. A. A. Delaroderie vs. Mrs. Anna Hillen.

No. 6272. City of New Orleans vs. St. Charles Street Railroad Company.

No. 6284. Mr. and Mrs. Delacroix vs. Mrs. E. E. Nash.

No. 6286. Willis H. Hogan vs. Mississippi Valley Bank.

No. 6294. Philip Schoen vs. Mr. and Mrs. Muller.

No. 6306. Christian Boye et al. vs. C. E. Girardey et al.

No. 6315. State ex rel. Jacques Charbonnet vs. George B. Johnson, State Auditor.

BY JUSTICE WYLY.

No. 3694. Percy & Betancourt vs. Merchants' Mutual Insurance Company.

No. 3695. Percy & Betancourt vs. Crescent Mutual Insurance Company.

No. 3696. Percy & Betancourt vs. Home Mutual Insurance Company.

No. 3697. Percy & Betancourt vs. Louisiana Mutual Insurance Company.

No. 3698 Percy & Betancourt vs. New Orleans Mutual Insurance Company.

Former decrees considered correct and rehearing refused.

Justice Morgan dissents.

BY JUSTICE MORGAN.

No. 6124. State ex rel. Charles Prager vs. recorder of mortgages.—Former decree annulled by transferring costs from plaintiff to defendant, and rehearing refused.

No. 6196. State of Louisiana vs. William D. Floyd.—Former decree amended by transferring costs from plaintiff to defendant, and rehearing refused.

Superior District Court.

William Henry vs. J. J. Gutierez.—Plaintiff alleges that under contract by ordinances Nos. 2529 and 2547 he engaged to shell and grade Henry Clay avenue; that he did his work and his accounts were approved; that he graded 300 feet in front of defendant's house, between Green and St. George streets, and claims $425.

Same vs. William Brothers.—Same allegations of, between St. Charles and St. Patrick streets, for 384 feet and $544.

Superior Criminal Court.

CONVICTED.

Perjury—Edmond Bell.

Carrying concealed weapon—John F. Barrett, Jr.

Burglary and larceny—George Hayes.

NOLLE PROSEQUI.

Embezzlement—Christian Wolfe. Prosecuting witness never appeared, and case repeatedly continued.

First District Court.

INFORMATIONS.

Assault and battery—Alonzo Stevens, Edward Theodore, Mrs C. J. Greuuma, L. Billings, Thomas Carey and Raymond.

Assault with dangerous weapon—Peter Colfax.

Petty larceny—Charles Curtis, Charles Mathews and Charles Lewis.

VERDICTS.

George Johnson, petty larceny, guilty.

Tony Baumer, petty larceny, not guilty.

Joe and Sally Pierce, assault and battery. The accused cruelly beat with a cowhide, and otherwise ill treated Alice, a child of ten years. Verdict guilty. The jury suggested the child should by no means be returned to the custody of the convicts, and Judge Abell thanked them for their suggestion. It was then stated the child was being taken care of by Senator Pinchback, who would continue to do so, and this was considered very satisfactory.

SENTENCED.

James Scott, three cases; plea of guilty of assault, three months each case, the full penalty without fine.

Second District Court.

Successions of Coralie Du G. St. Alexandre, Lucinda Lee Morgan, Marie Francoise, Elizabeth Dabon, Regina F. Dabon. Anna M. Nieman, John Henry Nieman, George W. Sizer, and Rosina Thomas, widow of Alexander Philips, opened.

Reminice P. Pugean prays to be emancipated.

Fifth District Court.

Joseph A. Brown vs. Seth Trufant.—Judgment for $794 44 for plaintiff.

Mrs. Emma E. Sale vs. Phœnix Life Insurance Company.—On policy of insurance on life of Richard D. Sale for $10,000, $9160 was paid. This suit was for the balance. Judgment for $840 for plaintiff, the proof being that the company had been notified by the agent of that demand.

"Much Learning Hath Made Him Mad."

The dispatches of last night. from Washington, say that Fitzhugh shows signs of insanity. His lofty intellect is tottering from its base, and he will doubtless prove an alibi of the brain in his pitiful case. What a mind is there dethroned! Sweet bells jangled out of Democratic tune. His friends assert that he is not responsible for what he says, and his party declares itself not responsible for what he does. But withal there is a method in his madness, a Democratic method to hold on to his office though the heavens fall. The resolution of the House was that the office of doorkeeper should be abolished, and that the duties pertaining to it should be performed by the Sergeant-at-Arms. Sergeant-at-Arms Thompson is at present drawing his salary in Ohio. Pendleton has had a Democratic State convention there lately. Fitz is a man trained to surrender only to superior force. He is a "biger man than old Grant," and he has intrenched himself and bid defiance to the federal Congress, just as he had learned to do in the strongholds of Richmond. Fitz was a rebel, and he has rebelled again. As usual with such warriors, he has captured public records and will not give them up. The index books are among the effects captured by Fitz, and the members of the House are unable to get any documents from the folding room. The index clerk is probably lame in his position, but he is loyal to Fitz, and naturally follows the Fitz confederacy. Congress will doubtless adjourn from day to day until Sergeant-at-Arms Thompson can be brought back from Ohio and made to attend to his duty. Then, if Fitz has not sold the records for waste paper and fled to Canada, he may be overcome, and the sessions of Congress allowed to go on. Crazy or not, Fitz is very criminal in all this, and he can only protect himself by turning Democratic witness in the case against the government, and securing immunity from punishment.

Spoiling a Sensation.

Dull times among the reporters, the inexorable demand of the foreman for copy, and a disposition to devote more talent to sensations than facts, led some of our evening contemporaries to publish a thrilling account of a wordy and angry war between Governor Kellogg and Judge Lynch as having occurred Tuesday evening. It is needless to say that the stories were without foundation in fact, that there is no misunderstanding between the two, and no occasion for any.

A Nice Little Boy.

A Brownsville young man. says the Grand Rapids *Democrat*, called on his intended the other evening, and while waiting for her to make her appearance he struck up a conversation with his prospective brother-in-law. After a while the boy asked:

"Does galvanized niggers know much?"

"I really can't say," answered the amused young man, and silence reigned for a few moments, when the boy again resumed:

"Kin you play checkers with your nose?"

"No, I have not acquired that accomplishment."

"Well, you'd better learn; you hear me!"

"Why?"

"Cause, Sis says that yer don't know as much as a galvanized nigger, but yer dad's got lots of stamps, and she'll marry you anyhow, and she says she'll see that the old man's sugar she was a zoin' to all of the fourth of July perceshuns and ice cream gardens, and you'd stay at home to play checkers with that holly-hog nose of yourn."

And, when "Sis" got her hair banged and came in, she found the parlor deserted by all save her brother, who was innocently tying the tails of two kittens together, and singing.

BY TELEGRAPH.

TAKING THE HINT

THE REGULATORS AT WORK

SENATOR WEBER'S HOUSE BESIEGED

ATTEMPED ASSASSINATION

[Special to the New Orleans Republican.]

BAYOU SARA, LA., May 24, 1876.

At eleven o'clock last night a band of "regulators," following the advice of the New Orleans *Democrat*, made an attempt to assassinate Senator Weber. They called him out several times, and failing to see or hear from the Senator, they opened a rapid fire on the east side of the house. A prompt return of fire from the house induced the regulators to leave in a hurry. No one was hurt. The parties engaged in this assault are known.

CONGRESS.

Senate.

WASHINGTON, May 24.—Mr. West introduced a bill to change the name of the steamer City of Brashear to Lone Star. Referred to the Committee on Commerce.

The bill establishing the rank of Paymaster General as Brigadier General passed.

The Senate passed the House joint resolution requesting the President to take such steps as he may deem proper to secure the pardon or release of Edward O. M. Condon, now confined in an English prison.

The Naval Committee reported adversely on the petition of Captain Francis A. Roe, United States navy, for reimbursement of property in Virginia destroyed during the war.

The Committee on Public Lands reported unfavorably on the bill for the benefit of Andrew William, of Tennessee. Calendared.

The Senate went into executive session. No result reached in impeachment. Adjourned.

House.

Mr. Kerr resumed the Chair. He is apparently improved in health.

The Southern land bill went over without action.

Mr. Harris, from the Committee on Elections, reported James H. Rainey a sitting member from South Carolina, was duly elected. Ordered printed and recommitted.

The House then proceeded to consider the Louisiana contested case of Spencer vs. Morey. The report of the majority of the committee being that William B. Spencer, the contestant is entitled to the seat, and that Frank Morey, the sitting member, is not, and the minority taking the opposite view, Messrs. House, of Tennessee; D. E. Bolt, of Missouri, and Ellis, of Louisiana, spoke in support of the majority report, and Messrs. Wells, of Mississippi, and Brown, of Kansas, in support of the minority report. Without taking any action on the resolution the matter went over for the present.

Mr. Wilson, of Iowa, offered a resolution directing the Committee on Commerce to inquire into an alleged combination of leading railroads for the purpose of controlling traffic. Adopted.

House adjourned.

WASHINGTON.

Minister to Austria.

WASHINGTON, May 24.—Ed. F. Beale has been nominated minister to Austria.

Platte versus Goode.

The sub-committee on Platte versus Goode, from Virginia, have agreed to report in favor of retaining Goode in the seat, but will not make a formal report to the full committee until Mr. Blackburn returns from New Orleans.

The Mobile Postmastership.

It is learned that there is no truth in the report that M. D. Wickersham, postmaster at Mobile, has been suspended. No request has been made for his suspension or removal. Congressman Hayes is authority for the statement relative to the removal of Postmaster Wickersham, at Mobile, telegraphed last night.

Seeking a Successor for Fitzhugh.

The Democrats will caucus to-morrow night for the purpose of electing a successor to Fitzhugh.

Out of Town.

Secretary Taft and Attorney General Pierrepont have gone to New York. Will return Friday.

Failed to Pair.

Senator Spencer, before leaving for Alabama, endeavored to pair on the impeachment question. The Senate decided against judges pairing.

The Senate to Non-Concur.

The sub-committee of the Senate will report in favor of non-concurrence in most of the changes made by the House in the executive, legislative and judiciary appropriation bill.

More Testimony.

A. P. Robinson, engineer on the Little Rock and Fort Smith railroad, testified he carried a package from Caldwell, who controlled the bonds, to Blaine open at both ends. Did not know the contents; may have been a map; never told any one the package contained twenty bonds.

Amos Curry, of Little Rock, testified that about five weeks ago Mr. Robinson told him he had carried a package of bonds of $25,000 from Josiah Caldwell and delivered them to Mr. Blaine; Robinson told Curry his understanding was that these bonds were only an installment to Mr. Blaine; he also said that Caldwell told him the object of sending these bonds to Mr. Blaine; Curry is a member of the Republican party.

Colloquy—Mr. Lawrence. It is a good party.

Mr. Hunton—Do you want to prove the reputation of the party under oath?

Mr. Blaine—How have the Republicans of Arkansas for the last year been affected toward me personally?

Witness—I think a majority feel anything but friendly, owing to your course in the Poland report concerning the affairs of Arkansas.

Mr. Blaine—Have you ever heard it declared that they were going to get even with me?

Witness—I have not.

Mr. Blaine—Have you ever heard in connection with the Poland report that Mr. Poland was paid money for making it?

Witness—Yes.

Mr. Blaine—That is a part of Arkansas gossip—a vast mass of slander dug up from the dregs of corruption in Arkansas. I want to show by my question that the witness is acting with a disreputable gang.

Mr. Hunton protested against Mr. Blaine bringing Mr. Poland's name in when not pertinent to the investigation.

Mr. Blaine—I want to show that the design of witness is to smirch and smut me.

Witness—That is false in every particular.

Mr. Blaine—I can prove it.

Mr. Hunton did not think such a course of examination according to rule, but Mr. Blaine had the right of proving it.

Mr. Blaine—I leave the matter as a question of veracity between Mr. Curry and Mr. Robinson.

David B. Sykes (formerly a director of the Little Rock and Fort Smith railroad) only knew what Josiah Caldwell told him.

The question whether hearsay testimony should be taken was referred to the whole committee.

Mr. Frye, of Maine, protested earnestly against asking questions about what others had told witness. Mr. Blaine wants the judgment of the committee on the sixty-four thousand dollar slander; he wanted judgment on the point on which he was charged, namely, that he had an interest in the Arkansas bonds that went to the Union Pacific Railroad Company.

Mr. Hunton was not willing to make a report until he was satisfied on all points.

Mr. Tarbox, of Massachusetts, who offered the resolution of investigation, said his aim was to strike somebody in New Hampshire.

Mr. Blaine—Yes, but it was aimed at me in a cowardly manner.

Adjourned.

A live oak contractor testified he paid E. N. Cattell $37,000 commissions.

Secretary Robeson has written Mr. Whitthorne a letter accepting the invitation of the committee, to make explanation, remonstrates against the publication of detached parts of the evidence and demands the hearing be public.

The Louisiana Committee.

Most of the committee departed for New Orleans. General Gibson leaves in the morning.

Examining the Chief Clerk.

The special committee having charge of the investigation of the report that Clerk Adams sold offices, examined W. G. Curtis, of the *Inter-Ocean*, to-day, who testified that a gentleman had made such a remark to him in casual conversation, and he made the paragraph about it, but refuses to give the gentleman's name.

Fitzhugh's Tottering Intellect.

The *Star* says Democratic members who have conversed with Fitzhugh say that he exhibits signs of insanity, and that he is not responsible for what he says. Up to this time he retains control of the records of his office, which he took away, and says he will not surrender them while Sergeant-at-Arms Thompson is absent in Ohio. In the meantime members can not obtain any documents from the folding room, the Speaker having given orders not to issue any until the index books are returned.

He is Not Mad.

There is no truth whatever in the statement that Fitzhugh shows signs of derangement. The only book he has belonging to the House is the invoice book by which to settle his accounts. Fitzhugh is apprehensive that one hundred bags of books have been taken from the folding room without authority, and he needs this book to verify the stock that should be on hand.

The Naval Investigation.

Mr. Whitthorne has answered Secretary Robeson's letter, that he or any naval officer can have any witnesses recalled whose testimony affects them. They can be heard at any length, in accordance with the resolution of the seventeenth.

NEW YORK.

Failed.

NEW YORK, May 24.—The failure of John Voght & Co., of Hamburg. Paris and New York, China and glassware dealers, is announced. Their liabilities are very heavy.

Crooked Whisky Indictments.

Eight persons indicted for crooked whisky pleaded not guilty, with permission to change the plea before the second day of the next term.

Significant Auction Sale.

The auction sale, to-day, of 6000 packages of domestic dry goods, by order of the treasurer and directors of the Pepperell Manufacturing Company, Laconia Company, and Androscoggin Continental Mills, Bates Manufacturing Company, Otis Company, Boston Duck Company, Warren Cotton Mills, Columbia Manufacturing Company, and other corporations, attracted a great crowd of buyers. It became necessary to adjourn the sale to larger premises which were soon crowded almost to suffocation. There were present many well known merchants of this city, and representatives of leading firms in Philadelphia, Richmond, Baltimore, Washington, Cleveland, Boston, Chicago and other cities. The members of the firm selling for the treasurers and directors state that it was the belief of the firm that the time had come for a united effort on the part of merchants to put an end, if possible, to the prolonged depression which had existed in the market since the autumn of 1873, and that bottom prices should be ascertained, with a view to inducing a revival of business. The first entry was a lot of Pepperel, R brown, in quantities of five bales. It was knocked off at 7¼. As lots Nos. 2, 3, 4, 5 and 6 were offered and sold at prices a trifle in advance, the excitement increased. The goods brought fair prices, the demand being so eager that the auctioneer was repeatedly obliged to run up the bid in order to reduce the number of those who were anxious to be served. The prices generally were considered by disinterested persons to be fair, denoting no panic in the market, and below but one and a half and two per cent below the prevailing rates for goods sold.

Sub-Treasury.

Sub-treasury balances—Gold, $38,457,316; currency, $36,390,452. The sub-treasurer paid out $207,000 on account of interest and $48,000 for bonds. Customs receipts to-day $274,000.

RELIGIOUS.

Presbyterian Assembly.

NEW YORK, May 24.—In the Presbyterian Assembly Dr. Musgrove, formerly secretary of Home Missions, alluding to the separation of Northern and Southern churches, protested against calling this the Northern Assembly; it is not sectional; it is national, as its fathers designed it should be.

They might speak of Southern Assembly, for that was purely sectional. We have done what we could to bring about a union and now should wait until the Southern church shall come to us seeking union.

Until that day we are not to stand still. We must go at once into the Southern field and establish churches all over our land.

Drs. Hendy, of Kentucky; Wills, of Washington; D. C. Hendrick, of Kentucky; Knox, of Chemung Presbytery; Rev. Mr. Murkland, of South Carolina, and others spoke on this question, most of them taking a position against this assembly sending its missionaries into the Southern country. The moderator made a few remarks to set the minds of the commissioners right on this point, and to call their attention to the devotion of this day to the consideration of the whole mission field, and not to this one phase of it.

The moderator claimed this church is neither sectional nor national; it is the church of the Lord Jesus Christ, whose field is the world, and it has a right to go wherever the claims of Christian charity shall call its ministers. They enter this Southern field as they would enter any other field, to cultivate it for Christ and for the church; but they don't go there in any spirit of rivalry or usurpation, but in a spirit of love and prayer for Christ; and he disclaimed for Dr. Musgrove, or for any other member of the assembly, any desire to interfere with the work of their Southern brethren, but merely to go where they are invited and where there is room for them.

This discussion arose upon a recommendation in the report that the Board of Home Missions shall make no sectional distinction in its appropriations to mission fields. The application came from Eastern Florida which led the committee to make this recommendation.

The Board of Foreign Missions reported the receipts from all sources during the year ending April 30 were over $500,000; the expenditures $2000 less than the receipts. Twenty-two missionaries were sent out. Particular reference was made to the progress in China, Africa, Mexico, Brazil and India. An earnest plea was made against retrenchment.

Methodist Episcopal General Conference.

BALTIMORE, May 24.—Bishop Haven presided. The report providing for free lyceums and night schools was adopted.

H. M. Revels, D. D., was elected editor of the *Southwestern Christian Advocate* at New Orleans. Revels was the colored United States Senator from Mississippi.

Southern Presbyterian Assembly.

SAVANNAH, May 24.—The committee on education of the General Assembly reported unfavorably on the overtures of the Presbyteries of Mecklenburg, South Carolina, to abandon the present system of education in theological seminaries.

The publication committee recommended the establishment of an infant's paper which will be discussed Friday.

The committee on bills and overtures reported adversely to removing the Theological Seminary at Columbia to some point in the West. Various other points of an unimportant public character were presented.

On the Pan Presbyterian question, Dr. D. O. Davis, of Kentucky; General D. H. Hill, of Charlotte, North Carolina; Dr. White and Rev. Mr. Branch, of Virginia, spoke in opposition. Judge Robert C. Ould, of Richmond, warmly and eloquently espoused the measure.

Pending the discussion the assembly recessed until 8 P. M.

The Reformed Presbyterians.

PHILADELPHIA, May 24.—The Reformed Presbyterian Synod concludes its session to-day.

Baptist Missionary Union.

BUFFALO, May 24.—There were 700, including 100 persons from the South, present. Rev. Dr. Barnes Sears, of Virginia, presided. The report shows the year's expenditures were $224,000; the balance in the treasury $53,000.

POLITICAL.

California Democratic Convention.

SAN FRANCISCO, May 24.—The Democratic convention seems divided between Hendricks and Tilden.

The Spencer Republicans in Alabama.

MONTGOMERY, May 24.—The Spencer wing of the Republican convention met today. A committee on credentials was appointed, and recessed to five o'clock.

Foster Blodgett, of Georgia, was present and received with great eclat. Most of the delegates are revenue collectors, postmasters and clerks, and officials from the United States marshal's office.

New Hampshire Republicans.

CONCORD, N. H., May 24.—The Republican Convention resolutions leave the delegates uninstructed. Colby, White and Hall, delegates at large, are supposed to be for Blaine, and Burns for Bristow.

Illinois Republican Convention.

SPRINGFIELD, Ill., May 24.—Every county is represented. W. S. Baker, of Alton, is permanent chairman. The convention on the first ballot nominated Shelby M. Cullom for Governor.

Nebraska Republican Convention.

OMAHA, May 24.—General C. H. Stanwick was elected permanent chairman. The Republican delegation is instructed to vote for Blaine.

Minnesota Republican Convention.

ST. PAUL, May 24.—Nine of the ten delegates elected to-day are for Blaine. A resolution was adopted, with three dissenting votes, expressing a preference for Blaine but the delegation is not instructed.

THE TURF.

The Races at Point Breeze Yesterday.

PHILADELPHIA, May 24.—In the 2:38 class there were six starters. Fleetwood won; Nettie second, Faughaballagh third. Time—2:31, 2:29, 2:29.

In the 2:20 class, Kansas Chief won; Raider second, Clementine third. Time—2:25¾, 2:29¾, 2:26¼.

Maryland Jockey Club Races.

BALTIMORE, May 24.—Three year olds that did not win in two year old stakes, one mile. Pera won, Shirley second, Vigil third. Time—1:46¼.

All ages, two and a quarter miles. Tom Ochiltree won, Stampede second, Vernon third, Joe Cerns fourth, Oreknob fifth. Hoax and Osage trailing behind. Time—4:09.

Free handicap, mile and a half. Chiquita won, Oxmore second, General Harney third, Paladin fourth. Time—2:42.

Mile heats. First heat—Egypt won, Burgro second, Tom O'Neal third. Time—1:47¼.

Second heat—Egypt won, Tom O'Neil second, Burgro third. Time—1:49½.

FOREIGN.

English Mediterranean Fleet.

LONDON, May 24.—The English Mediterranean fleet will consist of twenty vessels and 5000 men. It is probable that the channel squadron, composed of seven ironclads and 4000 men, will go to Gibraltar.

France at the Centennial.

A special dispatch to the *Telegraph*, from Paris, says most careful and elaborate preparations are being made for executing the intention of the Legislature in sending to the Centennial Exhibition, at Philadelphia, practical representatives of all branches of industry.

Auguste Desmoulins has been chosen to investigate and prepare an exhaustive report on educational matters.

The government is taking measures to secure intelligent and honest delegates from trade organizations.

Cotton Mills Running Short.

Three cotton mills at Preston are running short. It is rumored that others will follow. The cause is the continued decline and irregularity in prices and the depression and uncertainty of the market. It is stated that the price is one per cent lower than for thirty years, with two brief exceptions. The mills in some parts of Lancashire will be closed during the entire Whitsuntide.

What Andrassy Says.

A Berlin dispatch to the *Times* says that private advices from Vienna assert Count Andrassy in opposing the resolution proposed by a member of the Austrian delegation forbidding Austria occupying the insurgent provinces, said such a resolution would encourage another power to pursue selfish interest with impunity.

Pierrepont's Appointment.

The *Times*, speaking of Pierrepont's acceptability, says but it must be admitted that the appointment does not carry so distant a meaning as it would have done a year ago, previous to the Babcock trial, nor is it in other ways so desirable as that of Mr. Dana. The article concludes: "In the Babcock affair there is really nothing more than an error of judgment to be alleged against Mr. Pierrepont."

The Challenger.

The exploring ship Challenger has arrived at Spithead.

The Coup d'Etat of 1851.

PARIS, May 24.—The Radicals intend to introduce a motion in the deputies for proceedings against the accomplices of the *coup d'etat* of 1851.

Prince Napoleon in the Chamber.

Le Pays, commenting on Prince Napoleon's acceptance of the republic, remarks there is merely one Communist more. Prince Napoleon will sit in the Chamber disdained by both Republicans and Imperialists.

A Spanish Loan.

MADRID, May 24.—*El Cronista* newspaper asserts the Spanish administration in Cuba is negotiating with some English houses for a loan of 50,000,000 pesetas in Cuba, guaranteed by the customs revenue of the island.

The Minister of Finance has ordered 1,000,000 reals to be sent to Cuba to pay the troops there.

The Royal Guest.

Ex-Queen Christiana has left Aranjuez for Madrid.

Important Arrest.

It is reported a superior official has been arrested here upon a warrant from the authorities in Havana.

The New Constitution.

The Congress has passed the whole draft of the constitution by a vote of 285 to 40.

In the Interest of Commerce.

The Colonial Minister stated that the occu-

[CONTINUED ON FOURTH PAGE.]