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TWO JOURNEYS.

"I go on a journey far away,"
He said—and he stooped and kissed me then—
"Over the ocean for many a day—
Good-by," and he kissed me once again.
But only a few short months had fled,
When again I answered my husband's kiss;
"I could not tarry away," he said;
"There is never a land as fair as this."

Again I stood by my husband's side,
"I go on a journey, sweet, to-day;
Over the river the boatmen glide—
Good-by, I shall linger long away."
"Ah, he will come back soon, I know,"
I said, as I stooped for the parting kiss;
"He cannot tarry, he told me so.
"There is never a land so fair as this."

But many a month and many a year
Have flown since my darling went away.
Will he never come back to meet me here?
Has he found the region of perfect day?
Over the ocean he went and came;
Over the river and lingers there!
Oh, pallid boatman! call my name—
Show me the region so wondrous fair.
—The Argosy.

SUPREME COURT DECISIONS.

Reported for The Clarion by L. Brame, Attorney-at-Law, Jackson, Miss.

APRIL TERM, 1881.

Isaac L. McKee, v. Julia G. Coffee, Gd'n. } No. 3692.

From the Chancery Court of Tunica County, Hon. J. B. Morgan, Chancellor.

Appellee as guardian of Kate B. and John L. Kerr, minors, filed a bill against appellant McKee, alleging that said minors owned certain land in Tunica county; that the same was sold by said McKee as sheriff and tax collector for the taxes of 1877, and purchased by him; that said sheriff also seized eight valuable mules, the property of said minors, for taxes; that he neglected and mistreated said mules and finally sold them at a sacrifice, receiving a nominal sum, which was converted to his own use; that said defendant paid the taxes on the land for 1878; that the guardian redeemed the same, and, although a large portion of the taxes for the two years had been paid in warrants, some of which were greatly below par, the purchaser demanded the full amount due in currency, which was paid under protest. The bill prayed for an account and relief in respect to the matters stated. A moneyed decree was asked for such amount as should be found due.

The defendant interposed a demurrer, which was overruled and he appealed.

The opinion is given in full.

Cooper, J.

We are asked by the appellee to dismiss the appeal in this cause because improperly taken. The objection made is that it does not appear that the appeal was granted on the appeal bond approved by the court below. Section 2310 of the Code of 1880 gives the right of appeal in all cases from decrees overruling demurrers, provided the appeal is applied for and bond given during the term of the chancery court at which the demurrer is overruled. Section 2311 provides for appeals to be granted by the chancellor in term time or vacation from interlocutory orders or decrees.

By § 2317 the manner of obtaining appeals, other than those provided for by application to the chancellor, *i. e.* appeals from interlocutory orders, is stated to be by petition to the clerk of the court. Section 2322 provides that no petition shall be necessary to the validity of an appeal, but that the filing of the record in the supreme court shall confer jurisdiction *to try* and dispose of the case, and that the appeal, when there is no petition, shall be considered as taken when the bond was filed. The demurrer in this cause was filed on the 4th of April 1881. The appeal bond was filed on the 5th, and is endorsed, "approved by me in open court, J. E. Stone, clerk." We conclude that this approval of the bond in open court on the day succeeding the filing of the demurrer sufficiently shows the appeal to have been taken during the term at which the demurrer was overruled.

No order or act of the chancellor was necessary to the validity of the appeal. If there had been a petition for appeal presented, it would have been properly addressed to the clerk under § 2317, because the appeal was a matter of right under § 2310, and not one which the chancellor might or might not grant under § 2311.

We are of opinion that the chancellor erred in overruling the demurrer. The wrongs complained of are such as are constantly redressed by actions at law, and for which, except under peculiar circumstances which are not shown to exist here, relief cannot be sought in equity.

It is apparent that the bill can not be sustained as a bill for discovery, because, if for no other reason, the bill shows that complainants have full knowledge of the matters as to which discovery is prayed.

The decree overruling the demurrer is reversed, demurrer sustained and bill dismissed.

V. B. Waddell, for appellant.

J. B. Perkins and Nugent & McWillie, *contra.*

[To be reported.]

O. A. Bowen, v. H. S. Gilleylen. } No. 3719.

From the Circuit Court of Monroe County, Hon. J. A. Green, Judge.

Gilleylen was in possession of the office of chancery clerk of Monroe county. On the 30th of June, 1880, Bowen instituted *quo warranto* proceedings against him to try the right to the office. Under the provisions of the act of 1873 [Call Ses., p. 22] the defendant was summoned to appear before the circuit judge in vacation. He appeared at the time fixed, and by counsel objected to a hearing in vacation. It was urged that the act of 1873 was void, having been approved by the governor, as alleged, while the legislature was not in session, and there being no evidence that it became a law by limitation at the next session of the legislature. The judge refused to hear the cause in vacation. From this order an appeal was prosecuted by petitioner.

The opinion is given in full.

Chalmers, C. J.

It was held in *Hardee v. Gibbs*, 50 Miss., 802, that under section 24 of the constitution the governor could not approve an act of the legislature after the final adjournment of that body. The principle, whether right or wrong, is immaterial here, because the act under which this suit was brought became a law independent of the governor's approval, by his failure to return it to the legislature within three days after the commencement of its next session. Being officially published as a law, it must be presumed, in the absence of proof, that it was not so returned, if such presumption be necessary to its validity.

The appeal before us is premature, and must be on this account dismissed. No appeal will lie from the order declining to hear the case in vacation, because it was not a final disposition of it. The order is erroneously construed by the appellant as as dismissal of the case.

The action of the court was erroneous, because under the law then existing, it should have been then tried. That law is now so modified by the Code of 1880, § 2608, that a trial in vacation rests in the discretion of the judge.

Appeal dismissed, and case remanded, with writ of procedendo.

Reuben Davis, for appellant.

Houston & Reynolds, Gholson & Houston, and Murphy, Sykes & Bristow, *contra.*

[To be reported.]

R. S. Hudson, et. al., v. Ella Gray. } No. 3661.

As executor, R. S. Hudson, rendered his final account in the court below, which was disallowed and costs therein adjudged against him. From this decree, taxing him with costs, he appeals, giving no bond for costs. This is a motion to dismiss the appeal, which is resisted by appellant, basing his right to appeal without giving bond upon § 2334 of Code of 1880, which is as follows: "Executors, administrators, and guardians, except executors who have not given bond, may appeal from any judgment, decree or order affecting them in their fiduciary character, and shall have a supersedeas on such appeal without bond for costs or for a supersedeas; but they may be required to prepay the clerk for transcript of the record for the supreme court."

Chalmers, C. J.

Held—

That § 2334 of the Code of 1880 relieves from the obligation to give bond only where the judgment is against an executor or administrator in his fiduciary character, that is to say where it is satisfiable *de bonis testatoris*; or where, because of a devastavit by the fiduciary, he has become personally liable. In such cases, those who have recovered judgments are already amply protected by the bond given at the inception of the trust and no further security is required. But where no bond as executor has been given, or where the judgment or decree is primarily satisfiable *de bonis propriis*, the usual bond for appeal must be given. In this case the costs were adjudged to be paid by the executor *de bonis propriis*—hence he stands upon the same footing as any other appellant and must give bond as such.

Appellant given eight days to file bond, and in default thereof appeal will be dismissed.

Thos. J. O'Neill, for motion.

T. C. Catchings, Attorney-General, *contra.*

[To be reported.]

R. S. Hudson, exr. et al., v. Ella Gray. } No. 3662.

A motion was made by the appellee to dismiss the appeal on the ground that no sufficient appeal bond had been given. The case is stated in the opinion, which is published in full.

Chalmers, C. J.

The executor and a portion of the heirs of an estate prayed an appeal from a decree directing a partition of the lands of the decedent. A bond was given by two of the appellants only. This was sufficient, since though all the appellants must join in the appeal, one or more may execute the bond. The bond was defective, however, in having one proper surety only, the other person signing as surety being the executor, who, as before stated, was one of the appellants. If the executor in this case had appealed alone, no bond would have been required of him, under sec. 2334 of Code of 1880, since he was a party to the partition proceedings solely in his fiduciary character, having no personal interest to be affected by the decree—this case differing in this respect from that between the same parties—*ante*. But by uniting in the petition for appeal, he was made an appellant and therefore a principal, and while himself a surety for those with whom he has already been a co-appellant. The appellee is entitled to the indemnity of two sureties in addition to the liability which the law affixes to all appellants.

The bond may be amended within eight days by addition of another surety.

Thos. J. O'Neill, for motion.

T. C. Catchings, *contra.*

[To be reported.]

Bay Springs Factory—A Mississippi Enterprise.

North-East Miss., June 20, 1881.

Editors Clarion:—Some time ago I noticed an editorial in The Clarion referring to the Bay Springs Cotton Mills, situated in Tishomingo county, and was much gratified that your attention had been called to that enterprise. I do not live very near those mills now, but did live in the county in which they are situated, many years ago, and am well acquainted with the natural advantages which they possess, and the country surrounding them. The mills are situated on Mackey's Creek, one of the two streams which form the Tombigbee river, and about four miles west of the old stage road that formerly led from Aberdeen to Iuka. It is a matter of wonder to me that so many of our own people, Mississippians, are ignorant of this magnificent water power. I say magnificent, for no other word can describe it. Mackey's Creek has its source in the ridge that divides the waters that flow into the Tennessee river from those that flow into, and form the Tombigbee, and is only a few miles from Big Bear Creek, that empties into the Tennessee river at old East Port. Mackey's Creek is a bold, rapid stream that rushes down through the Tishomingo hills with the greatest power. The supply of water is inexhaustible the entire year. At Bay Springs it forces its way throug a solid rock formation, which gives a smooth, hard, rock bottom from bank to bank, and is about 150 feet wise; the banks are also solid rock about 30 feet high.

The water power is sufficient for the largest mills for the manufacturing of cotton and wool yarns, and cloth. There are now in successful operation a mill for making cotton yarns and rope, a cotton gin, a saw and a grist mill, and the *power* is not nearly one-half utilized. The rock in Mackey's creek immediately at the mill is itself worth a million of dollars if there were a solid road to Bay Springs, and there will be in less than 10 years. It is only 20 miles from Booneville, the county seat of Prentiss county on the M. & O. R. R. out to the mills. It is about the same distance from the mills to Burnsville, on the Memphis & Charleston R. R. The country around Bay Springs is high and rolling, covered with the finest timber in the world, almost of every kind—much of the land is very fertile, and produces fine crops of corn, cotton, wheat, oats and rye. The land is cheap, and can be bought for far less than its real value. The mills are now operated by white labor of which there is no scarcity in the immediate vicinity. The present owner of the mills, Col. John M. Nelson, owns about 1,000 acres of land upon which the mills are situated. He is a man of untiring energy, great tact and skill in business, and is making the mills pay a handsome dividend upon the capital invested. He has probably not less than one hundred thousand dollars invested. It requires not less than two hundred thousand to utilize the full power, which he has. If Col. Ed. Richardson, or Col. Dick Clark, of Virginia, or some such men, would unite with Col. Nelson, and enlarge Bay Springs Factory to its full capacity, they would soon rival the largest mills in Georgia, would enhance their own interests, and be of incalculable benefit to the State—for a factory at Bay Springs can not be a failure owned and operated by such men as Richardson, Clark and Nelson. Col. Nelson is a quiet unostentatious gentleman, but in commercial circles he stands A 1. Governor Stone knows him well, as doubtless do other prominent gentlemen about Jackson. The South must and will soon manufacture its own cotton. Mississippi must not be less enterprising than her sister States. We must awake to our interest and go to work with a determination to make the South the richest, most prosperous and happiest part of the American Union. We can do it if we will, and I am gratified beyond measure at the great interest taken by The Clarion in the national interest of the State—go on in the good work, you will have your reward. It is just to Col. Nelson to say that he knows nothing of this communication, it is not written in his interest, but in the interest of Mississippi's manufacturing interprises. Pardon the length of this article, for I discover that my zeal to place before the people of the State an enterprise which seems not to be known or thought of, has made me, I fear, to prolix.

Truly yours,

Tombigbee.

"This is the widow of my discontent," said the old man who had married a fashionable young woman who had planted her first husband under the sod of sorrow and bankruptcy.—Steubenville Herald.

When a young man wants to protect a young lady he naturally puts his armor round her.—Boston Globe.

Supervisory Power of the Legislature Over Railroads.

Argument of Hon. W. W. Humphries in the State Senate Upon the Veto Message of the Governor Touching the Power of the Legislature over Railroad Corporations.

Mr. President: This bill proposes to regulate the tolls and charges of all Railroads in this State, so as to prevent oppression and unjust discrimination; I shall vote for the bill, the Governor's veto to the contrary notwithstanding. In doing so, I intend no reflection on the Governor. I admit, sir, that his veto message is well considered and sustained by authority, and that it is doubtful whether the Courts can sustain the bill if it shall become a law. In the charter of the Mobile & Ohio Railroad Company, approved by the Governor of this State, on the 17th of February, 1848, I find this provision: "And, be it further enacted, That it shall be lawful for the company hereby incorporated, from time to time, to fix, regulate and receive the toll and charges by them to be received for the transportation of persons and property on their Railroad." I understand that a similar provision is to be found in the charters of all the railroads now being operated in this State. If there were no such provions in these charters, the right and duty of the Legislature to fix and regulate the charges and tolls of these railroads to a reasonable rate, if deemed necessary for the public good, would not be disputed. But, since the decision of the United States, in the case of the Trustees of Dartmouth College vs. Woodward, it has been the prevailing law of this country that such provisions in the charter of a private corporation, is a contract within the meaning of that clause of the Federal Constitution which declares that no State shall make any law impairing the obligation of contracts. In other words, it has been established since the decision in that case, by a *majority* of the Judges of the Supreme Court of the United States, and by a *majority* of the Judges of the Supreme Courts of the States, that one Legislature of a State by granting such a charter to a private corporation, thereby makes a contract forever binding on the State, and which no subsequent Legislature, or if you please, Constitutional Convention of the State, (Dodge vs. Woolsey, 18, How. 331,) can amend, change, or annul without the consent of the corporations. Such seems to be the law of the land, so far as can be made so, by a *majority* of Judges and Courts.

Cooley on Const. 3d Ed. 279; Dartmouth College vs. Woodward, 4, Wheat. 579; Trustees &c. vs. Vincennes Univ. 14, How. 268; Planters Bank vs. Sharp. 6, Ib. 301; Piqua Bank vs. Knoop, 16, Ib. 369; Binghampton Bridge case, 3, Wall. 51; Wilmington Railroad Co. vs. Reid, 13, Ib. 266; Norris vs. Trustees of Arlington Academy 7, G. and J. 7; Grammar School vs. Burt, 11 Vt. 362, Brown vs. Hammel, 6, Penn. Stat. 86; State vs. Heywood, 3, Rich. 389; People vs. Manhattan Co., 9, Wend. 351; Conn. vs. Bullen, 13 Penn. Ste. 133; Backers vs. Labanon 11, N. H. 19; Michigan State Bank vs. Hastings, 1, Doug. 225; Bridge Co. vs. Hoboken, 2, Bras., 81; Miners Bank vs. U. S., 1, Green, 553; Edwards vs. Jagers, 19, Ind., 407; State vs. Noyes, 47, Me. 189; Bruffith vs. G. W. R. R. Co., 25, Ill., 353; People vs. Jackson, etc., 9 Mich., 285; Bank, etc., vs. Bank, etc., 13, Ired. 75; Mills vs. Williams, 11, Ired., 558; Walus vs. Stitson, 2, Mass. 146; Nichols vs. Bontram, 3 Pick., 342; King, vs. Dedham Bank, 15, Mass., 447; State vs. Tombuckbee Bank, 2, Stem., 30; Central Bridge vs. Lowell, 15, Gray, 106; Bank, etc., vs. McVeight, 20, Grath., 457; Com. Bank of Natchez vs. State, 6, S. & M., 599; Grand Gulf R. R. Co. vs. Buck, 53, Miss., 246; M. & O. R. R. Co. vs. Moseley, 52, Ib., 127.

But, Mr. President, mere precedent alone is not sufficient to establish forever a legal principle. Unchangeable laws may have been enough for the Medes and Persians. But no human tribunal or tribunals are infallible. No expression of opinion contrary to the merits of the case is conclusive and binding authority, except upon those who have that unbounded credulity which is said to be the attribute of weak minds, that seldom think or reason at all. 1, Greenleaf, Ev., Sec. 8. Legal principles, to be forever settled, must be founded upon reason and justice. And, there are some precepts of natural rights, some questions of a political nature, some questions touching the powers of legislative bodies which cannot be finally closed by the decisions of courts, or superceded by legislative enactment.

A great, perhaps the greatest, American judge and law writer, has said, and he never said anything sounder or more salutory, "I wish not to be understood, to press too strongly the doctrine of *stare decisis*, when I recollect that there are more than one thousand cases to be pointed out in the English and American books of reports, which have been overruled, doubted or limited in their application. It is probable that the records of many of the courts in this country are replete with hasty and crude decisions; and such cases ought to be examined without fear, or revised without reluctance, rather than have the character of our law impaired and the beauty and harmony of the system destroyed by the perpetuity of error. *Even a series of decisions is not always conclusive evidence of what the law is.*"—Kent's Com., 447. And, I recall, Mr. President, the fact, that President Jackson, on a memorable occasion, felt himself at liberty to act on his own views of Constitutional power, in opposition to that previously declared by the Supreme Court of the United States, and that President Lincoln, in his inaugural address, expressed similar views regarding the conclusiveness of the Dred-Scott decision, upon executive and legislative action.

Cooley on Const., 53, N., 1. Story on Const., 4th edition, sec. 375, N. Lamoris' Life of Lincoln, 529.

Now, sir, while the doctrine that one Legislature of a State may, by granting a charter to a private corporation with exclusive privileges and immunities, thereby making a contract which forever binds the State, and which no subsequent legislation can, under any circumstances, amend, change or annul, without the consent of the corporators, has been fastened upon the country by the weight of judicial authority, it has not been done without protest, denial and resistance. It has never been contended in this connection, nor do I intimate that contracts fairly made by parties competent to contract, should not be performed and held inviolate.

But it has been contended, and I contend, that such a charter is not a contract, and that no Legislature in this country has authority to make such contracts. Some of the ablest judges that ever sat on the Supreme Bench of the United States, some of the best legal minds that ever adorned the history of this country, have utterly denied and repudiated such pretensions on the part of Legislative bodies, and that, too, from the first time the doctrine was asserted to the present day. And I am simple enough, sir, to concur, entirely concur, with those who repudiate the dangerous and monstrous heresy. In my judgment, the doctrine stands upon authority alone, and is not supported by reason or justice.

If the weight of authority is one way, the weight of reason and justice is the other. I shall support the bill, and any other proper measure that controverts the proposition that Mississippi has ever made any contracts with these corporations, by which she is forever barred and precluded from regulating their conduct and taxing them as she does other persons and property. Before I can withhold my support from this or any other similar measure, my mind and conscience must be satisfied to a moral certainty, and beyond all reasonable doubt, that it is unconstitutional. I shall be inclined, sir, to follow, even a forlorn hope, to extricate Mississippi from the bondage of these corporations.

This may seem rash and reckless, but let us examine the matter somewhat from the standpoint of reason and common sense. The assumption is that this bill should not become law—that it would be an invalid law—for the reason that these charters are contracts, which forever exempt the corporations from taxation, and authorize them to fix and regulate their own tolls and charges independently of the State. I submit that these charters are laws only, and not contracts. There is a material distinction between a law and a contract. Blackstone says that law is called a rule, to distinguish it from a contract or agreement.—1 Bl. Com., 45.

These charters were passed as laws by the law-making power, published as laws, and they have the usual forms and elements of laws; but, they have neither the forms or the substance of contracts. A contract is defined to be, "an agreement upon consideration, to do or not to do a particular thing" —2 Bl. Com., 442. It is said by the Supreme Court of Ohio that, "the framers of the Constitution of the United States could not have meant to include under the term contract, these legislative enactments. By the term contract, we suppose they meant what, at that time, the term was understood to express. It was long after the formation of that instrument before such enactments were supposed to be contracts. No legal writer had treated them as contracts nor had they been spoken of, in any way, as such. The decisions which first declared them to be such, gave the world a new term as a new idea for the thing."—The Mechanics and Traders Bank vs. Debolt, 1 Ohio, Ste., 602. Story concedes that the preservation of charters and corporate rights were not within the contemplation of the framers of the Constitution when this clause was inserted.—2 Story on Const., Sec. 1395.

If the framers of the Constitution did not contemplate and mean to embrace legislative enactments, in this clause of the Constitution, what is the rule of construction by which the courts have brought them within its operation?

In every other case the rule of construction has been, and is, to get at the intention, and to construe laws and Constitutions according to the intent of their makers.—Cooley on Const., 55–57. None will dispute this.

After the Constitution had been adopted by the Convention, and before it was ratified by the States, Hamilton, Madison and Jay undertook, in newspaper articles, to explain its provisions to the people. Every principle, every article, every clause of the instrument was examined, explained and vindicated in this way, by these great men, and their work has been preserved in the Federalist. They do not say or intimate that the framers of the Constitution intended to declare or establish any new rule or principle in regard to contracts, or to embrace legislative enactments in that clause of the Constitution which inhibits any State from passing any law impairing the obligation of contracts. The clause is mentioned but once in the Federalist.—Cooley on Const., 274. Story says it is mentioned twice.—2 Story on Const., Secs. 1375, 1376. I find it mentioned but once, and that briefly and generally. If a great innovation was to be made in the definition and fundamental law of contracts—if a scheme of corruption, abuse, and enslaving freemen and robbing the States of their sovereign powers, was proposed or contemplated in this clause of the Constitution, if the prohibition was intended to be anything more than a limitation upon the ordinary powers of government, and not upon the popular sovereignty, it escaped the attention of these trained, acute and comprehensive thinkers. It was not discovered by the patriots of that day, or those hostile and opposed to the ratification of the Constitution. And yet it is under this clause of the Constitution, as construed in the Dartmouth College case, that the most enormous and threatening powers in our country have been created, some of the great and wealthy corporations actually having greater influence in the country at large and upon the legislation of the country than the States to which they owe their corporate existence. Every privilege granted or right conferred, no matter by what means or what pretence, being made inviolable by the Constitution, the government is frequently found stripped of its authority in every important particular, and a clause of the Federal Constitution, whose purpose was to preclude the repudiation *of debts and just contracts*, protects and perpetuates the evil.—Cooley on Const., 279, note.

Another circumstance that justifies the opinion of the Supreme Court of Ohio that the doctrine "is absurd, gross absurdity," is that the doctrine as it is established does not extend to all charters and is not uniform or consistent in its operation. If the framers of the Constitution intended to embrace any charter granted by a Legislature in the term contract, it seems to me irresistible that they meant to embrace all charters. But it is settled by the authorities that establish the doctrine, that this is not so and the framers of the Constitution meant to embrace in the term, private, but not public, corporations.

In other words, that a Legislature may grant a charter to a public or municipal corporation, delegating to it a part of the sovereign power of the State, and that, after debts and obligations have been contracted on the faith of such charter, it may be amended or altogether repealed by the Legislature. The sovereign power of the State thus delegated, may be withdraw at pleasure by the Legislature, even if the creditors of such corporation are left remediless and ruined forever; but if a charter be granted to a private corporation, it is protected by the Constitution, and is forever inviolate. Where is the reason for such discrimination and inconsistency? And yet this is the law, as it has been construed. Cooley, Const. 192-193; Bankley, vs. Levee, Coms. et. al., U. S., 258; Broughton vs. Pensacola, Ib. 266; Jones vs. Pensacola, 291. If these charters are contracts, such as they are claimed to be, the definition of a contract should be changed to about this. A contract is a charter, granted by the Legislature of a sovereign State, without authority, to a private corporation, without consideration, conferring absolute powers and exclusive privileges, which the State can never afterwards, under any circumstances, change, modify or abolish, but which the corporation may abandon at its pleasure. Again, it has been generally supposed that one of two requisites of a contract is, that there must be mutuality—both parties must be bound to perform, or neither is bound. Right and obligation in this, as in other matters, are correlative terms. What are the corporators bound to do under these charters? What was the obligation, of the contract, on their part? They made no promise, they were not bound to act, or do anything at all; and, if they had failed to build their roads, or to do anything, how, and for what amount, would they have been liable to the State and against whom would she have proceeded? A contract without consideration, is *nudum pactum*, and void. Nobody will dispute this.

These charters show upon their faces that the corporations paid nothing, that they did not promise to do anything. Was it implied that they should pay anything or do anything—that they should be used for the benefit of the State as well as themselves—that they should foster any industry—develop any resources, or turn hitherward the tide of immigration?

If yea, have they done it, or are they likely to do it, or either of them? Has there not been an entire failure of consideration, on their part? The State gave them the right of way through the State—has given them the protection of her laws and thus far has exempted them from taxation and allowed them to fix and regulate their own tolls and charges. Value these roads as other property in the State has been valued, and tax them as other property has been taxed, and how much would the tax amount to, since they have been in operation—how many millions of dollars? And, what will it amount to for all time to come? What amount have they realized from exorbitant, arbitrary and discriminating charges, since they have been in operation—how many millions of dollars? And, what will they realize on this account for all time to come, if they are indeed above the sovereign power of the State and cannot be subjected to, or controlled by, her laws? And what has the State received, and what is it proposed she shall receive for these royal bounties, privileges and immunities?

Has she ever received, or is she ever likely to receive for them under these so-called contracts, even so much as the thirty pieces of silver, for which Judas sold his Lord and Master? Where is the mutuality, where the consideration, the reason and justice of these pretended contracts? Can all the decisions of all the courts of all the world, render them reasonable, just or equitable to the people? The Supreme Court of the United States, to use the very language of three of its most eminent judges, dissenting from the doctrines asserted here in behalf of these railroads: "While it has been, at times, quick to discover a contract that it might be protected, and slow to perceive that what are claimed to be contracts, were not so, by reason of the want of authority in those who profess to bind others."—Washington University vs. Reuser, 8 Wall, 442, has nevertheless decided, that an act of a Legislature, *is not* when a mere gratuity on the part of the State, a contract but a law, and is always subject to modification and repeal like other legislation.—West Wisconsin Railway Company vs. Board of Supervisors, 93 U. S., Tucker vs. Ferguson et al., 22 Wall., 527; Penitentiary Company vs. Hyde Park, 97 U. S., 659, 666. These decisions come back, Mr. President, sound elementary and ancient principles; and to this, the law must come, or worse must ensue.

If these charters and the rights and privileges therein conferred, are not gratuities, on the part of the State, to those corporations, I am not capable of understanding what a gratuity is. John Randolph once said: "There is much that a first-rate man ought to be ashamed to know."—Randolph's speech on Retrenchment, House Rep. Feb. 1, 1828; Garland's Life of Randolp, vol. 2, 306. But I maintain, Mr. President, that if these charters are contracts, the Legislature had no power to make them irrepealable and irrevocable forever. The power to amend and repeal, is co-extensive with the power to enact. Legislative bodies are changeable bodies and neither can impress finally and irrevocably its views and policies on the body politic. It would be subversive of fundamental right to do so.

What are the powers of the Legislature and for what are they chosen? I answer, sir, to make laws and not to make contracts; to protect the State and promote its interest, by just and impartial laws and not to sell and give it away. They may exercise the powers of legislation—the powers of government to the best of their judgment, for the public good, but they cannot alienate, limit, or destroy these powers. Such authority is not within the letter, spirit, or scope of legislative agency. The Legislature is no more than the agent or trustee of the people. Under our institutions, the sovereign powers of government belong to and reside in the people. These powers can neither be enlarged nor diminished by the depositories of delegated authority. If they could be enlarged, government might become absolute. If they could be diminished or abridged, it might be stripped of the attributes indispensable to enable it to accomplish the purposes of its creation. All the powers of the Legislature are held in trust, for the good of the people. The Legislature has no fee simple title to these powers, or to any of them; and I suppose it will not be denied by anybody as a principle of law, that before any person or body political or corporate can convey an absolute and perfect title to anything, they must first be invested with such title. It is familiar law that an agent or trustee can perform only such acts as he is *expressly authorized* by his principal to perform, or such as are *necessarily implied* from the nature of the business, and that an act done by him, beyond this, is not binding on his principal. There is not now, and there never has been, any *express authority* in the Constitution of this State, for the Legislature to make contracts, or to sell or give away the sovereign power of the State, or to make any law forever irrepealable. And, such authority is not now, and never has been implied—necessarily implied—in the Constitution of the State. In the very nature of things, it seems to me, impossible to imply an authority in governmental agents, to diminish the governmental power that is inherent in the people. The power of the people is not divested by the institution of Legislatures, but only delegated to the latter, and this delegation being essentially revocable, cannot possibly authorize an act that would prevent its complete revocation. *Who is bold enough to affirm* that the Legislature that granted these charters could not have performed their *necessary and appropriate duties*, without making these so-called contracts? And yet the power of the Legislature to do such a thing rests entirely on *implication*—the implication that it was *necessary*—that they could not have discharged their proper functions unless they had made these *pretended* contracts, unchanged and *unchangeable forever!*

It is said, that on the trial of Warren Hastings, one of his counsel criticised severely and at great length, a metaphor in the matchless speech of Sheridan, and that Sheridan replied to it by saying, "It was the first time in his life he had ever heard of special pleading on a metaphor, or a bill of indictment against a trope."

Well, it was a novelty; but we present a greater novelty. We are enslaved—great States are peaceably, and according to the forms of law, destroyed on an *implication*; and it may be said of us, that we are the first people in the history of the world who lost their liberties on an implication of law.

Mr. President: The power to tax, the power to control the conduct of persons, and the power to appropriate private property to publice use, are *essential, inalienable, sovereign powers of governments*, and one or either of them is *as much* so as the other. They are not the subject of contracts or barter or sale. Their value cannot be estimated in dollars and cents. They are above price, or rather, when they are parted with, *blood is the price that is paid for them.* An act of the Legislature, to barter, sell, or convey these powers, or either of them, is a fraud on the government, and null and void. If one of them may be disposed of in this way, so may the others. If the power to raise revenue may be sold to-day, the power to punish crimes may be sold to-morrow, and the power to pass laws for the protection of civil rights may be sold the next day. If the legislative powers may be sold by the Legislature, they may, with equal propriety, put the Executive and Judicial powers of the government into market. There is no limit to the doctrine short of annihilation, or a goverument of corporators and monopolies instead of the Republican form of government *guaranteed* by the Constitution.

The result to which the principle must inevitably lead, proves that the sale of any part of the sovereign power of government is utterly inconsistent with the nature of our free institutions, and totally at variance with the objects and purposes of our Constitution. That people cannot be properly called *free*, whose rights of and to government, are left solely dependent on a legislative body, without any restraint whatever. The provisions in the charters of these corporations must be construed with reference to the powers of the Legislature that made them, and to mean that the privileges and exemptions therin granted shall be enjoyed until the State shall see fit to modify them, and no longer.

These, Mr. President, are some of the considerations that influence me in this matter. They are supported by authorities that command my respect and control my judgment.

In much that I have said, I have but expressed the sentiments of profound and venerable judges, and approved law writers. Cooley uses this language: "To say that the Legislature may pass irrepealable laws, is to say that it may alter the Constitution from which it derives its authority, since in so far as one Legislature could bind a subsequent one by its enactments, it would, in the same degree, reduce the legislative power of its successors, and the process might be repeated until one by one, the subjects of legislation would be excluded altogether from their control, and the constitutional provision, that the legislative power shall be vested in the two Houses, would be to a greater or less degree, rendered ineffectual." Cooley on Const., 126, 284, and authorities.

Mr. Greenleaf, in a note to his edition of Cruise on real property, vol. 2, p. 67, says: "In regard to the position that the grant of the franchise of a ferry, bridge, turnpike or railroad, is, in its nature, exclusive, so that the State cannot interfere with it by the creation of another similar franchise, tending materially to impair its value, it is with great deference submitted, that an important distinction should be observed between those powers of government which are essential attributes of sovereignty, indispensable to be always preserved in full vigor, such as the power to create revenue for public purposes, to provide for the common defence, *to provide safe and convenient ways for the public necessity and convenience*, and to take private property for public uses and the like, and those powers which are not essential, such as the power to alienate the lands and other property of the State, and to make contracts of service and of purchase and sale, or the like. Powers of the former class, are essential to the constitution of society, as without them no political community can well exist; and necessity requires that they should continue unimpaired.

They are entrusted to the Legislature *to be exercised, not to be bartered away*; and it is indispensable that each Legislature should assemble with the same measure of sovereign power which was held by its predecessor.

Any act of the Legislature disabling itself from the future exercise of powers entrusted to it for the public good, must be void, being, in effect a covenant, to desert its paramount duty to the whole people." This is approved by Cooley. Cooley on Const., 283, Note.

The question has been distinctly decided against the existence of such power in the Legislature, five different times, by the Supreme Court of Ohio, and by the unanimous judgment of all the Judges of that Court, and that, too, when as great a man, patriot, statesman and jurist as Allen G. Thurman, sat on that bench; and that, too, with the decison of the Supreme Court of the United States in the Dartmouth College case before them. *Mechanic & Trader's Bank, vs. Debolt*, 1 *Ohio, N. S.*, 591. *Toledo Bank vs. Bond, Ibid*, 622. *Knoop vs. Piqua Bank, Ibid*, 603. *Milan & R. Plank Co., vs. Hudsted, Ibid*, 578. *The Norwalk Plank Rd. Co. vs. Hudsted, Ibid*, 586. The Supreme Court of Ohio characterized the doctrine as "absurd, gross absurdity." Plank Rd. Co. vs. Hudsted, 3 Ohio State, 583.

The Supreme Court of Pennsylvania has denied the doctrine in an argument which has never been, and never can be, answered. Holding that the power of taxation is essentially a power of sovereignty or eminent domain; denying the power of the Legislature to make a contract by which it shall be surrendered without express authority for that purpose, in the Constitution; holding that there is a *material* difference between the right of a Legislature to grant lands or corporate powers, or money, and the right to *grant away the essential attributes of sovereignty. For these do not furnish the subject matter of a contract.* The attribution of power, by the States to the Union, is not in conflict with this principle, for the act of union was but an enlargement of the political society for certain described purposes, and the power of taxation that passed to the Federal Government was but a natural and necessary sequence of it. It was not extinguished by contract, but merely transferred to another portion of the government, to be *exercised* for the general welfare, under the limitations prescribed. Under the Constitution, *there can be no such thing as perpetual exemption from taxation*; for the taxing power is of *vital importance*, and is essential to the *existence* of government. *It is of*, and *belongs* to the *power* of legislation. It *resides in and is a part of government*, and cannot, without a *suicidal* blow to the body politic, be renounced.

Mott vs. Penn. R. R. Co., 30 *Penn. St.*, 9. The following cases also dispute the doctrine: *Brewster vs. Hough*, 10 *N. H.*, 43. *Backus vs. Lebanon*, 11 *Ibid*, 24. *Thorp vs. Rutland and Burlington R. R. Co.*, *Vt.* 140. *Raleigh, etc., R. R. Co. vs. Reid*, 64, *N. C.*, 156. Acts of Parliament, says Blackstone, derogatory to the powers of subsequent Parliaments, bind not. Because the Legislature being, in truth, the sovereign power, is always of equal and always of absolute authority; it acknowledges no superior on earth, which the prior Legislature must have been, if its ordinances could bind a subsequent Parliament. And upon the same principle, Cicero, in his letters to Atticus, treats with proper contempt, those restraining clauses which endeavor to tie up the hands of succeeding Legislatures. "When you repeal the law itself," says he, "you, at the same time, repeal the prohibitory clause which guards against such repeal." 1 Bl. Com., 90, 91.

[To be continued.]

FUN.

What were this world without the star of love?
A sky without a star;
A desert, whose bright sparling fountains prove
A mirage from afar;
An idle garden, without fruit or flowers
To charm the flying hours.
Thine eyes are stars to light the world below,
On thy fair cheek reposes
The blushing flowers. Love twines to deck his brow—
Love's crown of roses.
Love, hovering o'er the dewy, fragrant lips,
His fill of nectar sips.

HIGH HEELS AND LAME BACKS.

A Simple Cure for a Fashionable Disorder—Some Peculiartiies of the Feminine Mind.

New York Sun.]

A reporter, crossing the Fulton Ferry some days ago, was made an unwilling listener to feminine confidences on backache. As all women and the greater part of their men folks are directly or indirectly interested in the subject, the reporter visited a man of science who was named by one of the ladies as having cured her trouble.

"Oh, yes," said the doctor, "backache is very common among women; more than two-thirds of them suffer from it. But there is one kind of this trouble, caused by a prevailing fashion, which women ought not to allow themselves to suffer from."

"Are you a specialist for fashionable backache?"

The doctor laughed. "I will tell you all about it," said he. "Three years ago a fashionable young lady called upon me, saying that her back was very lame, and had been so for a considerable time; the pain had lately so greatly increased that she had become frightened about herself. She had been obliged to shorten her promenades, so she said, was almost incapable of dancing, and her life was gradually becoming a burden. She had "tried everything," and taken medicine all the time, but—and then the she broke down in such a way that I began to suspect hysteria.

"She looked tired, and her face bore an expression of pain and despondency which was not compatible with her years—she was about 23—nor her evidences of constitutional force, which I judged to be strong. I confess I was at a loss to account for her trouble, and close questioning gave me no indication for treatment. I at last prescribed a tonic—on general principles—and asked her to call in about a week. When she appeared again, a glance sufficed to show that she was no better, and I was much puzzled as I saw her walking up and down the office in nervous excitement, exclaiming that she would never get well, she knew she wouldn't, etc. As I looked, a certain peculiarity in her walk led me to think that there might be some spinal trouble, and I commenced a cross examination, which she brought to a sudden close by saying: "Why, doctor, several of my friends are suffering just as I am, but they are not so worn out with pain; we can not all have the spinal complaints, can we?

"I thought it impossible of course," continued the doctor, "and the interview ended by my asking her to call again on the next day and bring one of her friends with her, when I would make another effort to discover the real cause of the trouble. I had, in fact, made up my mind that some peculiarity in dress was at the root of the difficulty. The ladies called, and had hardly traversed the office before I observeed in patient number two the same idiosyncrasy in walking which I had seen in the first patient. I was not long in discovering that the real difficulty lay in the high and tapering heels of my patient's gaiters. Closer examination revealed the fact that there was a difference in the height of the boot heels of the two ladies, and I found that my first patient, who was the greater sufferer, was the one whose gaiters possessed the higher heels. There was nothing to do but to prescribe slippers and woolen stockings for a week, to be followed by the wearing of shoes having low broad heels."

"And it was this treatment which cured the backache."

"All signs of lameness disappeared within eleven days, and my first patient of this kind, together with many who have followed her, regained their health and strength. There are many physiological reasons why undue elevation of the heel must cause trouble. It will suffice to say that it serves to throw forward the contents of the abdominal cavity and the strain upon the muscles, nerves, and cords more or less connected with or surrounding the back are subjected to unusual strain in resisting the forward impulse. Of course, in such cases, lame back is not of itself a disease, but only the indication of deep-seated trouble, which is sometime difficult to deal with. Ladies should be warned that this fashion in heels is certain to bring them—sooner or later—great trouble. If they must adhere to the prevailing style, they should take to wearing splippers on every possible occasion which the sacred duties they owe to fashion may permit. That a person may as well be out of the world as out of the fashion is a law more inexorable in the minds of many women than those of nature or of health."

The Illinois corn crop is coming up finely and the disappointment in wheat will be in a measure compensated by a corn crop.

THE REPUBLIC OF LIBERIA.

A DISHEARTENING PICTURE OF ITS CONDITION.

The scheme of colonizing Liberia with negroes from America originated some sixty years ago, the American Colonization Society sending out their first company of eighty-six emigrants in 1820. Short-sighted philanthropists expected through it a solution of the American slavery question, and also the evangelization of Western Africa. The American negroes increased much more rapidly, however, than they could be transported, even if slavery had not been a serious obstacle to emigration, and many of those who started for Liberia died on the way or soon after arriving there. The experiment has assumed more and more of an utopian phase, with spasmodic leases of life as interested persons of some influence have seen fit to associate themselves with it or speak in its favor. In response to the printed statements of Secretary Coppinger of the American Colonization Society, which would create the impression that Liberia is the promised land to which American negroes should fly, George R. Stetson of Boston, publishes counter assertions, backed up by the testimony of travelling missionaries and others. From these it would seem that 20 of the 86 colonists sent out in 1820 and 37 of 149 emigrants in 1851 died before they had been in Africa a year; up to 1859 the colonization society had sent out 10,000 emigrants at an expense of $1,800,000, one-half of whom had died or left the country. In 1847, when the Republic was formed, the Africans from America numbered 5,000 and the aborigines 100,000, while in 1878 the figures were respectively 19,000 and 701,000. It is safe to conclude, therefore, that the Republic is unhealthy for American negroes, at least. Slavery is also found in Liberia under a system of "apprenticeship" or "involuntary servitude," which the authorities cannot destroy. William Nesbit, an intelligent negro, who has returned from Liberia, and is now a notary public at Altoona, Pa., says "slavery, as abject and far more merciless than is to be found almost anywhere else, exists there universally," the slaves being purchased from their parents for from $8 to $15 apiece as they become old and big enough to work. The government, entirely in the hands of colored people, is marked with incapacity, corruption, mismanagement and disaster. The Republic is financially bankrupt. An English writer, Keith Johnson, an excellent authority on African matters, said in 1872: "In place of having exercised a civilizing influence on the natives, the American negroes seem only to have relapsed into barbarism. The schools are in a most deplorable condition, morality at a low ebb, and the people generally, oppressed with heavy taxes, are lazy and indolent." The Liberia college, established by Christian philanthopists from Boston and elsewhere some years ago, is a failure, and the buildings erected at great expense, have been allowed to go to ruin. The pay of laborers is small, while the prices of life's necessaries are high. Domestic animals do not thrive in the Liberian climate, and man has to bear many burdens which in America would be placed upon beasts. Ill feeling is also springing up between the natives and the colonists, and there is a movement among the former to prevent further aggressions on their territory. From present appearances, it seems very much as if the Liberian colonists, instead of shedding the bright light of civilization and Christianity upon their barbarian neighbors, were drifting into darkness themselves.

Neither Gorillas nor Humans.

A Japanese Tribe of Hairy People, Who Possess Tails.

Can it be supposed that when Dean Swift libeled humanity by degrading it below the level of the brutes in his dreadful fiction of the Yahoos, he ever imagined that there existed aught that approximated toward the odious picture? Yet such is the case. There are, undoubtedly, races whose attributes do, in various degrees, suggest, if they do not realize, the misanthropic fables of the men beasts of Houyhums Land. The Niamniams, of Africa, who live between the Gulf of Benin and Abyssinia, are said to have tails, a statement confirmed by Dr. Hubsh, of Constantinople, in 1851. The "hairy people" mentioned of old by Hanno seem to have a real existence, apart from the gorilla, judging from Miss Bird's account of the Ainos of Japan, a strange, savage, and little-known race, supposed to be the aborigines of that country, but now only to be found in the Island of Yezo. They are, she says, of a most ferocious aspect, owing to the profusion of their thick, soft black hair and beards, and to the singular fact that their bodies are commonly covered with a vigorous growth of black hair or fur, upward of an inch in length, and incrusted with dirt, for the Ainos never wash. Their food is a "stew of abominable things," and a "thick soup made of putty-like clay, which is boiled with the pulp of a wild lily." They believe themselves to be descended from dogs, but other characteristics of this strange people are not unamiable. Beyond thes instances, and presenting a far more striking resemblance to the Yahoo type, there are the Veddas or Weddahs of Ceylon, their duplicates in Borneo and New Guinea, and kindred varieties discovered in the Philippine Islands, Terra del Fuego, and South America. Only none of these are so hateful as the creatures of Swift's invention. It needed that fierce indignation against his kind, which he has recorded in his epitaph, to depict them. The Veddas and similar races in the islands of the Asiatic archipelago are described as the aborigines of their respective countries, who have shrunk into the jungle and forest to escape from civilization, and have lived there for upwards of 2,000 years. They construct no habitations, but lodge in caves or trees or overhanging rocks. They are stunted in size, seldom exceeding four feet eight inches in statue, and but feebly built, except as regards their arms, which the constant use of the bow renders very muscular, notwithstanding their short, ape-like thumbs. With this weapon they kill animals for food; devouring, besides, snakes, reptiles, wild honey, ants, eggs, and carrion of all kinds. They lack both memory and foresight, cannot count or discriminate between colors, are filthy in their habits, and in everything save a rudimentary language of uncouth guttural sounds, and some dim vestiges of religion and social order, are as beasts of the field. Saddest perhaps of all, they never laugh. When they die they believe they become devils. Yet this benighted and outcast race, so low in organization, habits and character as scarcely to be distinguished from the monkeys of the jungles among whom they live, practice by instinct virtues which are not too common in civilization. They never lie, steal nor quarrel. Some of these unfortunate creatures have been half-tamed by the Cingalese and set to out door work, like Yahoos of the Houyhnms. When the Prince of Wales visited the island in 1876, certain of the jungle Veddas were actually caught in snares and traps to be exhibited to him; and one of the number—a female—positively died of fright in being secured. It was not a humane transaction, but the Veddas are regarded merely as animals. Finally, it may be remarked, in connection with Swift's curious anticipation, that he placed Houyhnms Land near the great island continent of Australia. It appears in the map of the first edition of "Gulliver" as due south of Nuyst's Land, in about 38 degrees east latitude, and 125 degrees east longitude. Now, Ceylon is but 55 degrees west of this locality, though above, as New Guinea is just below, the equator. The Yahoos could not have been better accommodated.—All The Year Round.

The following lines are floating on the sea of newspaperdom without name or responsible authorship. They were first published in the Mississippian, of this city, about twenty-seven years ago, and were written by Hon. Robert Josselyn.

THE YOUNG WIDOW.

She is modest, but not bashful,
Free and easy, but not bold;
Like an apple ripe and mellow,
Not too young, nor too old;
Half-inviting, half-repulsing,
Now advancing, and now shy;
There is mischief in her dimple,
There is danger in her eye.

Are you sad? How very serious
Will her handsome face become;
Are you angry? She is wretched,
Lonely, friendless, tearful, dumb.
Are you mirthful? How her laughter,
Silver-sounding, will ring out;
She can lure, and catch, and play you
Like the angler does the trout.

She has studied human nature;
She is schooled in all her arts;
She has taken her diploma
As the mistress of all hearts.
She can tell the very moment
When to sigh and when to smile—
Oh, a maid is sometimes charming,
But a widow all the while.

Ye old bachelors of forty,
Who have grown so bald and wise;
Young Americans of twenty,
With the love-looks in your eyes,
You may practice all the lessons
Taught by Cupid since the fall,
But I know a little widow
Who could win and fool you all.

ALL OVER THE STATE.

The residence of Mr. Thomas Graves, on Honey Island, was destroyed by fire last week.

The citizens of Columbus are having fine luck catching perch and bream in Arnold's and White lakes.

At Hernando, last Sunday night, two colored men, Howard Tollison and Berton Bennett, engaged in a fight, during which the latter was stabbed several times by Tollison, inflicting severe wounds. It was a family row, the men being brothers-in-law.

A young colored boy at Natchez, Miss., died on the 10th from the effects of a spider bite received the day before.

A Woman's Christian Temperance Association has been organized at Holly Springs. The Association numbers over fifty members.

Special Telegram to the N. O. Times: Yazoo City, Miss., June 16, 1881. Richard and Jake Bennett, colored, stole three bales of cotton from F. C. Warmack, a Yazoo river planter, and took it to Vicksburg on the Carroll, of the Parisot line. Warmack telegraphed to the sheriff of Warren county, who yesterday arrested the negroes and secured the cotton.

The Batesville Blade says that a colored woman named Williams, living about four miles west of Batesville, is the mother of twenty-two children, all of whom are living. The old woman is hale and hearty, and earns a livelihood by working in the field cropping.

Thos. Jefferson, colored, is announced in the Copiahan as a candidate for the Legislature, subject to the action of the Democratic Convention.

Mrs. Maggie Youngblood, formerly of Panola county, died at Bay St. Louis on the 9th inst., and was taken to Memphis for interment.

Mr. Sam. F. Massey is a candidate for the Legislature in Tate county, subject to the nominating convention of the Democracy.

The Grenada Sentinel says that a government contractor with a force of workmen are now in that city engaged in building a boat, with which they propose to clean out the Yalobusha river. The appropriation for this purpose is $5,000.

Natchez Democrat: The case of Jos. Owens, charged with the murder of J. P. Burman, in Franklin county, some time since, and obtained a change of venue to Adams county, was yesterday continued by the circuit court to the December term.

Water Valley Central: A general jail delivery took place at Coffeeville last week, some four or five prisoners making their escape. How it was done we are not informed. Two or three of them voluntarily returned, among whom was Fleming, charged with the murder of Ed. Gardner, near Water Valley, about a month ago.

The Ellisville Eagle says that several Mormon elders are preaching at points west of that town, and are gaining converts. They have baptized J. M. Valentine, Jr., and J. M. Valentine, sr., Frank Knight, Newton Knight and some of their families, with a fair prospect of more joining them. It is said that converts are baptized at midnight.

The Meridian Mercury says that on Sunday night Mr. Levi Rothenberg, of the firm of Marks, Lichtenstein, & Co., was attacked and severely bitten in the hands and legs by a large rabid black dog. Three other persons were bitten in different parts of the town by the same dog, if we may credit the description given by the sufferers. Jacob and Hammond Rosenbaum and Mr. J. G. Saxon, a drummer, of New Orleans, are the names of the other three unfortunates.

Maj. W. T. Walthall, recently of Beauvoir, is now residing in Biloxi.

Green corn and tomatoes are among the seashore luxuries of the season.

Counterfeit silver dollars are in circulation in Sumner county and other sections of Mississippi. The counterfeit is a little thicker than the genuine, and heavier.

Some of our exchange journals advocate the putting forward of the name of Col. Putnam Darden, the great Grange advocate, as a suitable candidate for Governor.

The United States District Court for the Northern District of Mississippi, is in session at Oxford, His Honor, Judge R. A. Hill, presiding, and Col. Chandler, District Attorney, in attendance.

The Louisville Index says that from all portions of Winston county comes the glad tidings of a more prosperous year to farmers than the present has been. Oats are, since the handsome rains, surprising the expectations of the farmers, wheat is doing better, which has all along been good; corn is coming along finely, although accompanied with a little grass, while cotton is very promising. A large number of squares are reported by farmers in every direction.

Present Representative Coleman and ex-Representative Metts are candidates for Sheriff of Winston.

Mrs. Laura, wife of Mr. J. T. Harris, of Marshall county, committed suicide not far from her home near Cornersville. Cause, mental derangement.

The Ripley Sentinel learns from Dr. W. M. Murry, from Benton county, that at one place in that county, one and a half miles from Mr. Sam. Larris' mill, the hail fell about one and one-half feet deep on a place thirty or forty yards square, and remained there until 3 o'clock the following day.

Hindoo Saints' Trick.

London Globe.]

When lately returning from Bombay to Indote, Maharajah Holkar fell in with a saintly old gentleman named Jaswant Rao, of whose miraculous powers very strange tales are told. One day the wife of a wealthy native merchant dropped her nose-ring while in the act of presenting a cocoanut to the holy man. In vain did he politely request the lady to pick up her jewel; she vowed that she could not be guilty of such profanity after it had fallen of its own accord at his feet. So Jaswant Rao gave the ring to another woman who happened to be standing by, and returned the cocoanut to the merchant's wife, with directions that on reaching home she was to bathe, and then to break open the nut with her own hands. These instructions being faithfully carried out, the lady was rewarded for her piety by finding her nose ornament inside the cocoanut.

No Doubt of It.

Panola Star.]

Every reasonable man knows that every interest of the party and the State will be just as safe under the leadership of Taylor, or Percy, or Lowry, or Calhoon as under Stone or Barksdale.