THE MEMPHIS DAILY APPEAL.

BY M'CLANAHAN, TROUSDALE & DILL. MEMPHIS, WEDNESDAY, FEBRUARY 23, 1859. VOLUME X.—NUMBER 44.

Daily Appeal.

SOUTHERN PACIFIC RAILROAD COMPANY.

ADDRESS TO THE STOCKHOLDERS:

WHEREAS, The Committee of Arbitration, about 3 o'clock P. M., on the 29th ult., submitted to the President of the company the following paper, to-wit:

COMMITTEE ROOM, MARSHALL, TEXAS, Jan. 29, 1859.

To the President and Directors of the Southern Pacific Railroad Company:

The undersigned, arbitrators to whom was referred the duty of adjusting the accounts between the two contending parties, beg leave respectfully to report, that they have had the same under consideration, and find the following amounts, to which they consider no valid or legal objections have been made, to be now due, and owing under the terms and provisions of the award of the 15th day of October, 1858, from the said old Southern Pacific Railroad Company to the said new company, in cash or good negotiable paper, to be approved by the undersigned, to-wit: The sum of forty-nine thousand six hundred and sixty-one dollars and thirty-six cents, which said sum of money we, the undersigned, award to be paid over, subject to the terms and provisions of the said award, by the hour of 8 o'clock P. M. next, and that unless the said order be complied with, the undersigned beg leave to tender their resignation, and ask to be discharged from all further consideration of the subject.

John T. Grant & Co.	$37,791 42
W. T. Scott	32,378 13
M. J. Hall	24,142 97
J. E. & J. S. Brown	22,031 32
B. M. Johnson	1,119 53
L. T. Wigfall	9,807 34
Dr. Jas. Taylor	5,248 75
H. A. Whiting	1,365 62
L. Richardson	404 61
John P. Gilden	127 57
John W. Goodspeed	283 55
Gen. E. Greer	193 34
McLeroy & Bradford	765 06
Ed. Blood	322 72
Peter H. Scott	241 30
George Smith	116 29
W. F. Carter	196 77
W. M. Watkin	471 84
Martin Mulligen	149 44
R. C. Slaughter	1,826 58
Total	$148,985 40

All of which is respectfully submitted.
G. G. GREGG, J. MARSHALL,
JOHN M. WASKOM, H. P. PERRY,
BENJAMIN LONG.

Error in addition, above, $10,000; should be $138,984 40.

COMMITTEE ROOM, MARSHALL, January 29, 1859.

And whereas, Said committee at the same time submitted, also, the following paper, to-wit:

To the President and Directors of the Southern Pacific Railroad Company:

The undersigned, arbitrators, to whom was referred the matter of adjusting the accounts between the two companies, beg leave to report that they have had the same, with the exceptions thereto, under consideration, and have awarded that the annexed list of debts, with the amounts, be and remain suspended for proof to sustain the exceptions thereto till 11 o'clock a. m., on the 7th day of February, 1859:

J. T. Grant & Co.	$10,000 00
J. E. & J. S. Brown	22,031 32
W. P. Hill	4,102 00
F. Gardner	3,237 25
S. H. & A. M. Burnham	3,300 00
R. E. Rhodes	2,992 48
H. Wickland	12,842 91
S. H. Burnham	581 33
F. A. Blanche, agent	576 66
W. R. D. Ward	7,200 00
E. A. Blanche	4,152 22
J. P. Henderson	13,096 24
J. M. Sanders	504 72
Total	$85,017 84

All which is respectfully submitted.
G. G. GREGG, J. MARSHALL,
J. M. WASKOM, H. P. PERRY,
BENJ. LONG.

And whereas, The first paper above recited purports to be an award, allowing the sum of $148,984 40 in favor of the so-called new company, and directs that the one-third thereof, the sum of $49,661 36, should be paid by the hour of 8 o'clock, P. M., on that day; and therein further declares that unless said order be complied with, the committee beg leave to tender their resignation, and ask to be discharged from all further consideration of the subject;

And whereas, The second paper above recited purports to be an award between the same parties, suspending the final determination of claims, amounting to the sum of $85,017.84, until the 7th inst., for proof then to be heard, sustaining the exceptions made thereto; and whereas, the President, in the exercise of a sound discretion, before the hour of 8 o'clock, P. M., of the 29th ultimo, accepted the resignation of said committee in the following letter, which was delivered to said committee 8 hours 8 o'clock, P. M., on the same day, to-wit:

MARSHALL, TEXAS, January 29, 1859.

Messrs. G. G. Gregg, J. Marshall, John M. Waskom, Perry and Long, Committee of Arbitration:

GENTLEMEN: In your award delivered this evening, in the matters of arbitration, submitted to you by the Southern Pacific Railroad Company, and a pretended organization called the New Company, you state that you beg leave to tender your resignation, and ask to be discharged from all further consideration of the subjects submitted to you. I beg leave to state that your resignation is accepted, and you are discharged from any further consideration of the matters submitted to you, in accordance with your request.

Respectfully,
[Signed] J. FOWLKES,
President S. P. R. R. Company.

And whereas, the members of the late Committee of Arbitration, after the receipt of said letter accepting their resignation, met together, as we are informed, and adopted what is called another and last award, a copy of which this company has not received from said persons, but have obtained what purports to a printed copy of said proceedings, which is as follows, to wit:

COMMITTEE ROOM, MARSHALL, TEXAS, January 29.

Whereas, the undersigned have investigated the accounts between the old and new Southern Pacific Railroad Companies, and reported to the President of the old company, parts of the first part, in their award of the 15th of October, 1858, that the sum of forty-nine thousand six hundred and sixty-one dollars and thirty-six cents, as the amount due and owing, under the terms and provisions of their award on the 15th day of October, 1858, on this day, the 29th of January, 1859;

And whereas, the said party of the first part, being notified that said sum of money was due and owing under said award, was required to make payment thereof by the hour of 8 o'clock P. M. of this day; and whereas, the said party of the first part, being so notified and required to make such payment, failed to make the same, but made default therein;

And whereas, the said party of the first part did fail to pay and satisfy the said sum of money, under the said award, on the 15th instant, or at any time since that date forward to this date. Now, therefore,

It is awarded by the undersigned, that the said party of the first part, as set forth in their award of the 15th day of October, 1858, hath made default, and thereby forfeited all the rights and privileges secured to said party of the first part, under the terms and provisions of said award. And

It is further awarded, that all the rights and privileges secured to the said party of the second part, under the said award, by reason of the default of the said party of the first part, hath inured and accrued to the said party of the second part, as provided for under said award.

G. G. GREGG, J. MARSHALL,
J. M. WASKOM, H. P. PERRY,
BENJ. LONG.

Now, therefore, this convention of stockholders do not accept of said pretended awards, or recognize any binding force or validity in them, for the following reasons, to-wit:

1. In the footing up of the first paper above recited, there is an error of $10,000 in excess. It is stated to be $148,984 40, when it should have been, by correct additions, $138,984 40. There is consequently an error in the statement of $49,661 36, of $2,333 33 in excess, leaving the one-third of the total amount at the sum of $46,333 13.

2. Neither one of the said papers contains a final award of all matters submitted to the committee; and both taken together show the award, if any, is partial, uncertain, incorrect and not final.

3. The so-called old company, in pursuance of a notice from the committee, gives on the previous evening, requiring written exceptions to be filed by ten o'clock, the 29th ult., by the President, to each claim, in a list, then published him, appeared before the committee at that hour, on that day, and filed objections in writing, to nearly all the items contained in said list and set up against said company, and then and there offered to introduce testimony to sustain their objections. The committee did not consider the objections or hear their testimony; but with the knowledge of both, and without permitting the introduction of their proof, the committee, the same evening, published these two papers as their additional awards referred to; and after their resignation published what purports to be an award, declaring a forfeiture, etc.

4. The last paper mentioned is no award, because the gentlemen whose names appear to it were then and there, and at that time, no committee of arbitrators, but private persons, having no power whatever to adjudicate any subject matter whatever that had previously been submitted to them. They had then tendered their resignation, which had been accepted, and they had been notified of the acceptance of the same, and of their discharge, etc. But if they had then any power to make any further award, the action then taken was illegal, null and void, because it embraced matter not submitted to them. They never had, under the abitration bond the terms of the submission, any power to declare a forfeiture of any right, on the part of either party. Their powers were to settle matters of difference arising between the two parties in the settlement of their difficulties about money demands; but not to settle questions of right and title to property, franchises and stocks. In this view, the award of the 15th day of October last, as well as the last aforesaid, is herby declared to be null and void, as for its it exceeded the powers of the arbitrators, as it was so declared by the Board of Directors shortly after the same was published, and has been so considered by our stockholders and Board ever since. The President of the company, nor the Board of Directors, nor any person but the stockholders themselves, had the power to submit to arbitration, question of franchise, stock and chartered rights of the company; nor had such questions, at any time, been submitted to said committee.

The committee awarded, as stated above, that $49,661 40 must be paid by 3 o'clock, P. M., on the 29th ult., but did not award that a amount of stock in the so-called new company, equal to that amount, should be transferred as their books to the old company, or that the road should be placed in the hands of disinterested parties, to be handed to the old company, upon the payment of the balance of their pretended award. On account of the diligent efforts made everywhere to defeat the President in raising the amount of money necessary to meet the first award, he was restricted by the stockholders in the use of the money loaned to the condition that it must not be used at all, unless by the using it the possession of the road could be acquired, or it was placed in the hands of disinterested third parties, that when the other installments should be paid, the company should get the road most certainly. The committee and the claimants against the old company were repeatedly notified of this imperative condition.

We submit herewith the very language of the law applicable to the objections made above:

"An award may be good in part, and void for the residue; but if the part which is void is so connected with the rest as to affect the justice of the case between the parties, the whole is void."

"An award must decide the whole matter submitted to the arbitrators; it must not extend to any matter not comprehended in the submission; and it must be certain, final and conclusive upon the whole matter referred."

"That the injured party may avail himself of this defective exercise of power in arbitrators in a court of law, where the excess of power is apparent on the face of the award, is not controverted."

All of the various pretended awards, for the reasons above stated, and others not mentioned, are believed to be nullities, and of no binding force upon the so-called old company. Waiving for the time these objections, and sincerely desiring to settle our difficulties, by paying our just debts so far as we had the ability, our President, on the evening of the 29th ult., after the delivery of the two awards first above referred to, and before the hour of eight o'clock P. M., proposed through a mutual friend, to pay the so-called new company $200,000 in cash, $50,000 in sixty days, and the balance of the amount due when determined, on the 15th day of May next; also to pay the judgments against said Harrison county, Texas, supposed to amount to about $20,000, and to pay all the debts of the company, &c.; the road to be delivered to us, and the payments to be secured by a lien or mortgage on the road.

The proposition was not accepted. The same proposition was offered by various members of our company after that, from time to time, to various members of the so-called new company; and on the 1st inst., the following proposition was made, in behalf of the old company, in writing:

MARSHALL, TEXAS, February 1, 1859.

To the New Company:

We propose to pay fifty thousand dollars in cash, fifty thousand in sixty days, the balance on the 15th day of May next, the road to be delivered to the old company, the stock, books and franchises, and property of the new company to be transferred to the old company, and mortgage bonds to be executed, secured upon the road, by the old company, to the new company, for the first payments. To make provision for the small debts, and pay the judgments, and put a force at once upon the road to work.

Bonds payable in New Orleans.

Respectfully,
(signed) E. V. RICHARDSON,
T. J. GOKEN.

No answer has been received to this proposition, although time enough had elapsed for that purpose.

This was the best proposition that could be made, then, under the circumstances. The judgments in Harrison county were pressing and must be paid, or the road would be sold under them, and there were small debts in the hands of men who had worked hard for them on the road. There was more justice in paying the hard-working-man than in paying such debts as stock converted into money demands, and large bonuses given to persons for lending their credit to the company and obtaining money money for it. The President was in possession of a large amount of good paper, given for the purchase of stock, on the condition that in using it the road would be obtained. He received no money nor the paper, unless he could get the road thereby. The proposition was believed to be liberal, because the cash payments were more than the amount directed to be paid by the committee in the award first above recited. If the proposition had been accepted, the President could have kept his word to the laborers, paid his moneyed creditors, and have converted it into cash, and thus would have been able to pay deferred payments easily, by the maturity thereof, and have kept the road out of the company from all embarrassments, and have resumed the construction thereof.

It is the opinion of this convention, that the failure of a settlement, thus far, has been produced by the so-called new company; that all the consequences of such failure must rest upon them; that the road must shortly be sold under the terms of the award, and that the two contending parties, ruin to the great enterprise unhappily the bone of contention, and the loss to the public of a great railroad, the responsibility is theirs, not ours. We offered them the best terms we had in our power to comply with, under the circumstances. If they had been accepted, all creditors would have got their money by the first of June next, for it we had gotten our road, our credit would have enabled us to meet our stockholders and capitalists would have rallied around us, we could have realized our conditional sales of stock, and instead of men leaving the State of Texas with their money, which they had before come here to invest in our stock and in constructing our road, we should have fixed the money and influence of these good men in the State. These sad and dire consequences may yet be averted by a settlement of these troubles on the basis of our propositions.

We have only wanted a full, fair and candid investigation before the committee, or any other person, of the claims set up against us. We want the items and vouchers showing our indebtedness produced; if the claim was a just one, we wanted to pay it; if not, we did not want to pay it and leave just debts unpaid. The so-called new company was composed of men, in part, who had stood in fiduciary relations to us. We wanted them to produce a proper statement of our money, which they had received, and show how they had disbursed it. There seems to be large discrepancies in our books and statements rendered; and a large apparent balance of money appeared to be unaccounted for. It may have been all properly expended, and these officers may be able to account satisfactorily for every cent. We wanted all these things made clear by these parties, who were in possession of the proper information. We could not get all the facts we wanted from parties who ought to have them in possession. The company have no power to compel these persons to produce this information. The whole investigation was embarrassed in this manner, and it was impossible for the committee to give a full and satisfactory investigation to all these claims, or do justice between the parties. They were embarrassed, and occupied a delicate and responsible position; to proceed, might be thought by some to injustice to one party or the other. They thought they had done enough to give the parties a basis for amicable settlement, and that they had better resign, and ask to be discharged from the further consideration of the subjects referred to them. In this view they doubtless tendered their resignation; in this view it was accepted. The subsequent action was precipitate and thoughtless, and was an absolute nullity.

The pretense that any rights were forfeited by not paying an unascertained debt on the 15th ult., is unsound. A tender was made, through extreme caution, by some gentleman to the committee, in money and good negotiable paper, amounting to about $83,000, an amount largely over the one-third awarded by the committee, and the committee refused to make a tender. The President had sent persons long before the 15th ult., to investigate these claims before the committee. The other parties would not go into the investigation, either on or before the 15th ult. The President was detained by fog on the river, and could not reach Marshall on the 15th ult., but came on the next day. He was prepared on the day he got there, although it was Sunday, to have paid the one-third that might be properly awarded against us.

We have still confidence in the sober second thought, and believe that when the gentlemen who composed the so-called new or new company shall fully reflect upon the serious results that must inevitably follow the continuance of these troubles, as above indicated, they will find it consistent with their honor, duty and interest, to still accept a settlement on the basis above proposed, and which has been again tendered them in the following written proposition:

OFFICE SOUTHERN PACIFIC RAILROAD CO., MARSHALL, February 1, 1859.

L. P. GRANT, President—Sir: I am entrusted by our stockholders and our directors to make to you and associates a proposition for adjustment of difficulties.

1. We agree to pay the payment of half of Brown's debt, admitting its justice, until ownership be determined between claimants.

2. We suspend for individual adjustment claims of W. P. Hill, F. Gardner, R. E. Rhodes, H. Wickland, E. A. Blanche, agent, and E. A. Blanche and J. P. Henderson, $92,322.33; receivable on the same terms as other claims, and J. P. Henderson's—these debts on suspended list by committee.

3. We agree to committee's approved list of $138,984 40, deduct Gray's claim, $1,585, leaving a total of $137,399 96, to be fixed on as the amount to be paid upon the claims in first list, and the parties not included in item No. 2, above.

4. We will pay you upon this amount $50,000, in cash; half the remainder on the 15th of March, and the balance on the 15th May next.

5. We will refer the claims of Hill, Gardner, Rhodes, Wickland, Blanche, agent, and E. A. Blanche, to the Hon. Reuben Fraser, for proof and final decision, and whatever he found due to be paid four months from his decision.

6. We will pay of judgements and provide for all small debts due in Texas, and progress with the road, buying cars locomotives and iron to complete the road promptly to Marshall.

7. We will renew all bonds and give your security, and pledge road and property and franchises for payment of deferred payment, with power to sell the road, forty days after maturity of last payment, in New Orleans.

8. You delivering road, in trust, to G. G. Gregg, J. Marshall, D. Evans, Dr. Adams and S. R. Perry, to be delivered up on upon final payment, or back to you upon failure by us to pay as per seventh article in our proposition.

9. We agree to give the following indorsements: R. V. Richardson, $10,000; F. Gorin, $10,000; J. M. Conwell, $10,000; T. H. Wiley, $10,000; C. S. Todd, $10,000.

10. We reserve the right, in thirty days, to give you cash or New Orleans acceptances, approved by McLeroy & Bradford, Scott, Williams & Co., having not over eight months to run, equivalent, at current rates of discount in that market.

11. To avoid all trouble, etc., we will sacrificate the debts of Hill, Gardner, Rhodes, Wickland, Blanche, agent, and E. A. Blanche, at half, and include the half in the last two payments, due 15th March and 15th May.

Respectfully,
J. FOWLKES.

Pres. Southern Pacific R. R. Co., Texas.

From these propositions it will be seen that the only difference in the final action of the committee is, that we require the road to be delivered to us, or into the hands of the third parties, to be delivered to us upon the payment of the time installments; but we give more than an equivalent therefore in the payment of judgments and other debts.

We, therefore, advise our stockholders everywhere to permit the loan made to remain in the hands of the company until, in the opinion of the company, nothing can be effected as a settlement, at which time the company will return the loan to the stockholders who have made it.

1. *Resolved*, That the money loaned by the stockholders in the Southern Pacific Railroad Company, in the hands of the President and receivers, be deposited with the treasurer of the company, and by him deposited in the Bank of Louisiana or Bank of New Orleans, at New Orleans, to be held subject to the order of the President and Treasurer jointly of the Southern Pacific Railroad Company.

2. *Resolved*, That as a compromise has not been effected, the President shall immediately commence preparing the suit now pending for trial, so as to terminate the difficulties at the earliest possible time.

3. *Resolved*, That the President of the company immediately take possession of that part of the Southern Pacific Railroad west of Marshall, and commence constructing the same as soon as practicable.

4. *Resolved*, That a committee of three persons be appointed by the President of this convention, to call upon W. R. D. Ward, late subtreasurer, to furnish as early as practicable a statement of his account, with vouchers, as such officer of this company, and as stock agent.

Committee—C. S. Todd, T. H. Wiley and G. Lewis.

Resolved, That the foregoing preamble and resolutions be printed in circular form, and a copy sent to each stockholder, and to papers friendly to us, for publication.

I certify the above to be a true and correct copy of the preamble and resolutions adopted by the convention of stockholders on this day.

D. C. WILDER, Secretary.

FEBRUARY 2, 1859.

The foregoing are the main facts of the events of the last two weeks. The stockholders and the public can judge whether we are to blame for the failure of negotiations to settle the difficulties, and to remove this great enterprise from the litigation in which it is unhappily involved. I shall continue the contest. I shall not tamely submit to a surrender of my rights, even if sustained by every stockholder, of which I have no apprehension. I invite special attention to the proposition made, under the direction of the stockholders and directors, on the 24 of February. It will be found, in my judgment, just to all, and we hope that it may yet be accepted.

J. FOWLKES.

☞ Daniel Webster on one occasion observed a little urchin, with hat off, on the steps of the State House, Boston, busily scratching his head and examining his animated locks and occasionally throwing something down. The great statesman smiled at the little fellow, and good naturedly said: "Ah, my little chap, I see you are busy; picking them out, eh!—picking them out?" "Oh, no," said the little fellow, looking up archly in his face, "No sir-ee! I take 'em just as they comes!" One would be astonished in the distinguished Henry Ward Beecher—but we must stop; it was not our intention to follow the fortunes of this little boy.—*Printer.*

W. F. PLUMMER, Pulaski, Tenn. J. W. ELDRIDGE, Memphis. WM. C. ANDERSON, Memphis.

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jan26-tan1y

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150 BARRELS Whisky, assorted qualities, received and for sale by M. S. POPE.

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100 SACKS of Lagunya Coffee, on hand and for sale by M. S. POPE.

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jn22

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WALL PAPER

WALL PAPER,

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jn16

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25 DRUMS and Boxes prime Cut Fish;
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50 boxes Pearl Starch;
200 boxes and half boxes No. 1 Raisins;
15 cases "Heidsieck Sparkling" Wine;
25 cases Castile Soap;
30 bbls. extra White Hominy;
25 boxes prime Rock Butter;
20 coils Manila Rope;

Together with a general assortment of Groceries, in store, and for sale by CHAS. McCLEAN,

de29 No. 92 Front Row.

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NO. 30 MADISON STREET. We are just in receipt of per Inpenar, a choice lot of Red Fish, Red Snappers, Sheep Head, Croakers, Oysters, &c., and will, by every packet, receive the same regularly during the season. Come quick, if you wish these delicacies.

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75 BOXES No. 1 Pennsylvania Pickled Herrings;
50 boxes Choice Roll Butter;
25 firkins and boxes Solid Packed Butter;
50 boxes prime Western Reserve Cheese;
25 boxes and half boxes Star Candles;
25 bales Gunny;
45 dozen Fairy Brooms;
20 tierces prime Refin (Carolina Rice);
25 barrels Mackerel;

Also, on consignment, a lot of Pearl Starch, and a few barrels No. 1 Ale, just received and for sale, by

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jan14-1y

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In the Navy Yard,

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Railroad Cord, Wagons, Carts, Drays, Wheat Barrows, Spokes, Turned Rods, Pellows' Spinning Wheels. Also, Pine Flooring Trimmed, etc.

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Of all kinds, having a large Trip Hammer for heavy Forging. We are prepared to do all kinds of Ship, Wood or Iron.

Have constantly on hand Steel and Rubber Car Springs. Also Nuts and Washers.

Having made large arrangements to supply the demand for articles in our line, we hope to receive a liberal share of patronage from the people trading with Memphis. Money spent with us will probably find its way back to the same parties: if you buy from the North, the money never returns. [feb8-1m] A. STREET & CO.

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CREWS & SHEYOCE, no door west of their former stand, where they have just received a new and well selected stock of FAMILY GROCERIES. They will be happy to see all of their old friends, and as many new ones as will favor them with a call. feb6

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—AS—

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75 Front Row, corner of Adams street,

AND

J. WALKER & CO.,

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J. WALKER & CO., 217 Main street.

aug14

The Memphis Appeal.

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4	7 50	10 00	12 50
5	9 00	12 00	15 00
6	10 50	14 00	17 50
7	12 00	16 00	20 00
8	13 50	18 00	22 50
9	15 00	20 00	25 00
1 mo.	20 00	25 00	30 00
2 mos.	25 00	30 00	40 00
3 mos.	30 00	40 00	50 00
6 mos.	40 00	50 00	75 00
9 mos.	50 00	60 00	100 00
1 year	75 00	100 00	125 00

☞ One square, renewable weekly, per annum, $40 00
☞ " " " twice a week, " 30 00
☞ Two squares, renewable weekly, per annum, 60 00
☞ " " " twice a week, " 50 00

☞ All advertisements required to be kept an amount BILL CHARGED AS NEW EACH DAY, and on third page, an advance over stated rates.

☞ Advertisements directed to be displayed, or set in large type, charged DOUBLE rates.

☞ Yearly advertisers will be charged extra for occupying space over contract, and when LARGE TYPE is required to be used, or the advertisement kept on inside of paper.

☞ Yearly advertisers will be charged extra at regular rates for Wants, Rents, Removals, Co-Partnership Notices, Dissolutions, Sales by Sheriff, Sales of Negroes, Cattle, Horses, Buggies, Carriages, Stoves, Furniture, Boilers, Chairs, &c. No. 20 Front Row, Memphis.

☞ No advertisement will appear in the Weekly paper unless by special contract.

☞ Advertisements to be inserted in the Weekly paper, only, or at irregular intervals in either of the papers, will be charged TWO DOLLARS per square for each and every insertion.

☞ Announcing Candidates for State, County and Municipal Offices, $5 each, to be paid in advance in every instance.

☞ All advertisements for Charitable Institutions, Fire Companies, Ward, Town and other Public Meetings, one-half rates.

☞ Marriages and Deaths are published as news; but Obituaries, Tributes of Respect and Funeral Invitations are charged half price.

☞ All Legal and Transient Advertisements will be charged by the insertion.

☞ Editorial Notices in Local Column will be charged double rates.

☞ No deduction or variation will be made from the foregoing rates.

M'CLANAHAN, TROUSDALE & DILL.

Professional Cards.

J. Y. ARNOLD, R. A. HILL

ARNOLD & HILL,

ATTORNEYS AT LAW, Solicitors in Chancery and General Collecting Agents, Jackson, Mississippi, will give general attention to all business confided to them professionally. Refer to the past as an index to the future.

R. D. PAYNE, T. D. LOGWOOD.

PAYNE & LOGWOOD,

ATTORNEYS AT LAW, No. 97 south side of Court Square, Memphis, Tenn. Will practice in all the Courts of West Tennessee, and the Supreme Court of Arkansas. feb16-1y

T. H. Logwood, Commissioner for Mississippi and Arkansas.

D. M. DuBOSE,

ATTORNEY AT LAW, Memphis, Tenn. Office on the south side of Court Square in Stewart's new block. feb4-1y

JOHN T. FARRELLY,

ATTORNEY AT LAW, Memphis, Tenn. Office on the northeast corner of Court Square, in Rytter's Building. jn11-1y

DR. WM. T. BAILEY,

OFFICE 196 MAIN STREET, over Winchon & Co. jn11-1y

DR. D. HERNDON.

OFFICE, corner of Main and Madison streets. Entrance on Main. n14-4m

WALTER COLEMAN,

ATTORNEY AT LAW, 320 Main street, 2d door over Mansfield's Drug Store. sep7-1y

DR. T. A. MEANS.

OFFICE—Front Room, immediately over the Post Office. ad8-1y

GEORGE DIXON,

ATTORNEY AT LAW, has removed his office to Lamar's new building, Madison street, two doors east of corner of Main and Union streets. n16-1y

DR. THOS. TATE,

OFFERS his services to the citizens of Memphis and vicinity. Office on corner of Second and Madison streets. mar31-1y

WM. KENNEDY, JR.,

ATTORNEY AT LAW—Office over Bayless Bank Building, Madison street, Memphis, Tenn. my21-1y

H. C. SLAUGHTER.

ATTORNEY AT LAW—Office with Justice Horne, No. 3 Union street, Memphis, Tenn.

☞ Special collector for the citizens of Memphis, and Northern and Eastern cities. Ian12-4m

D. C. GLENN, H. M. CHALMERS.

GLENN & CHALMERS,

ATTORNEYS AT LAW, Office No. 40 Camp street, up stairs New Orleans. feb6-1y

F. T. ABELL, S. P. STRINGFELLOW.

ABELL & STRINGFELLOW,

(Late of Missouri.)

ATTORNEYS AT LAW, Office Second door above the Post Office, in the room lately occupied by Judge Nunn. feb6-1y

J. KNOX WALKER, W. L. M'CONNICO.

WALKER & M'CONNICO,

LAWYERS, Memphis, Tennessee—Office, No. 27 south side Court Square. ap28

D. D. WRIGHT, J. A. BLAIR.

WRIGHT & BLAIR,

ATTORNEYS AT LAW, Jacksn, Tallahatchie county, Mississippi. de18-1y

DANIEL MACE, SAMUEL CARPENTER.

MACE & CARPENTER.

ATTORNEYS AT LAW, Memphis, Tennessee—Office on Main street, corner of Jefferson.

SAMUEL BENTON, E. W. UPSHAW.

BENTON & UPSHAW,

ATTORNEYS AT LAW, Holly Springs, Mississippi, will practice in the courts of Marshall and adjoining counties of Southern and Bolivar in the Third District, the Federal Court at Jackson, and the Supreme Court at Jackson.

☞ Special attention given to collections. o12-1y

SAMUEL ROBERT KERR, WM. H. KERR.

S. E. & W. H. KERR,

ATTORNEYS AT LAW, Rome, Floyd county, State of Georgia, (having permanently loaded in Memphis, offer their professional services to the public. OFFICE—Stratman street, over Gayoso Savings Institution. ja28-1y

WM. H. ROGERS, M. D. G. C. GRASTY, M. D.

DRS. ROGERS & GRASTY,

OFFER their professional services to the citizens of Memphis. Office at No. 35, south side Court Square. N. B.—Dr. Grasty will give especial attention to diseases of the Eye. Patients from a distance can find good accommodations at Rogers & Grasty's Infirmary. feb23-d1m

DR. T. C. GAYLE,

PRESENTS his thanks to the citizens of Memphis and vicinity, for the very liberal patronage extended to him in the past, and respectfully solicits a continuance of the same. With an experience of thirteen years in treating all diseases incident to this climate, and the unusual success in the cure of his patients, he offers full assurance of satisfaction in all cases committed to his care. Fees adjusted by public custom and paid in cash, or as contracted. Office at 275 Main street. Jal-dawly

GEO. W. BAYNE, EDW. PICKETT, JR.

BAYNE & PICKETT,

ATTORNEYS AT LAW, Memphis, Tennessee. Office on Monroe street, opposite N. S. Bruce & Co.'s Carriage Store. Jal-dawly

W. P. CURLEE, E. S. HAMMOND.

CURLEE & HAMMOND,

ATTORNEYS AT LAW, Ripley, Mississippi, will practice in the counties of North Mississippi, and the Federal Courts at Memphis.

REFER TO—Messrs. Gwen & Owen, Memphis, Tenn., and E. M. Apperson & Co., Memphis, Tennessee. Ja15-dawtm

INDIAN DOCTORS,

PROFS. BROCK & SPIEGLE,

Memphis, Tenn.,

COLLECTED in the Medicinal Herbs of the North and South American Indians, and the Islands of the East Indies, on medical knowledge obtained from the Indian Doctors, Botanical Plants, Barks, Roots, Herbs, Balsams, and Gums. The largest and most successful

Concert Operators

in the world. Constitutional treatment, without the use of the knife, and cures guaranteed. Incipient consumption cured and all Chronic Diseases by the Indian System of Medicine.

Unquestionable proofs forwarded by mail, free, on application, and we challenge the world to perform the cures we are now making in Europe and America.

Indian Infirmary, corner Union and Main streets, Memphis, Tenn. sep4-tawly

SCOTT & SCOTT,

ATTORNEYS AT LAW AND SOLICITOR IN CHANCERY, Memphis, Tenn., will practice their profession in the Courts of Shelby county, the Supreme Court of the Supreme and Federal Courts at Jackson. Prompt attention will be given to all claims for collection entrusted to them. Office in the New Bank Building, corner of Main and Madison streets, over River Bank. Entrance in Madison street. feb15-1y

DR. JOHNSON'S LITHRAMIN

FOR THE TREATMENT OF DISEASES OF THE

EYE & EAR!

OPERATIONS.

SELF-SUPPORTING EAR-TRUMPETS, Artificial Eyes, Etc.

No. 15 Jefferson street, 2 doors East of Court Square. R. H. JOHNSON, M. D. MEMPHIS, TENN. jan4-dawly

WM. SCOTT, J. C. NEELY.

GOYER & NEELY,

Wholesale and Retail

GROCERS, PRODUCE AND COMMISSION

MERCHANTS,

No. 34 Front Row, Memphis, Tennessee.

Agents for the sale of Charles Payne's PURE ROBERTSON COUNTY WHISKY. feb16-3m

SOUTH MEMPHIS CITY LOTS.

☞ FEBY 1st, 1859, on corner of Causey and Hillsdale streets.

100 feet by 240 on Union street, near the Railroad.
45 feet by 145 on Linden street, opposite Hillsdale.
☞ 25 feet by 145 on Causey near Lindsa street.
Dwelling House and Lot corner of Gayoso and Third streets—M'Donald's property for 1859 free.

NORTH MEMPHIS LOTS.

47 feet by 240 on north side of Main street near the corner of Anthon. Cheap for cash.

170 feet by 240 on the south side of Main and Concord streets. A bargain.

Lots No. 197 and 205 in Greenlaw's Addition.

12 acres 2 miles from Court Square, beautifully improved. [1q85] MONSARRAT, DUPREE & CO.

Champagne Wines.

BRANDIES, Wines, Liquors and Segars; Raisins, Figs, Sugar, Coffee, &c.; just received, and

J. S. MITCHELL & CO. B.

jan11 No. 4 Fronts & Burnet's block.

Dental Cards.

B. HOWCOTT,

DENTIST,

SUCCESSOR TO DR.