TO THE PUBLIC

TERMS OF SUBSCRIPTION.

DAILY APPEAL, one year.....$10 00
WEEKLY APPEAL, one year.....2 50

RATES OF ADVERTISING.

Prominent advertisements having the run of the paper, first insertion $1; each subsequent insertion 50 cents per Square.
Advertisements in Want or Rent column, 10 cents per line each insertion.
Monthly advertisements, $8 for first and $4 for each additional square.
Advertisements inserted at intervals, to be charged as new each insertion.
Monthly advertisements inserted in the SUNDAY APPEAL will be charged one-sixth additional.
Advertisements inserted in the WEEKLY will be charged half of DAILY rates.
Local Notices 20 cents per line first insertion, and 15 cents per line per month.
All transient advertisements, not from regular advertisers, MUST BE PAID FOR IN ADVANCE.
A Square is the space occupied by eight lines of solid nonpareil.

CORRESPONDENCE.

Correspondence, on Public Events, solicited from every part of the United States.

ZINSLIE, KEATING & CO.

MEMPHIS APPEAL

MONDAY MORNING, MAY 10, 1869

DEMOCRATIC NOMINATIONS

For Chancellor.....J. P. CARUTHERS.
For Judge of Law Court.....M. L. PERKINS.
For Judge of Criminal Court.....W. W. WALLACE.
For Atty-Gen'l Criminal Court.....GEO. STAHL.
For Judge of Municipal Court.....G. P. FOUTE.
For Prosecuting Attorney of Municipal Court.....THOMAS A. RYAN.

A CORRESPONDENT writes to know what the Democratic party are going to do in reference to the Circuit Judgeship. We cannot answer, but presume that action will immediately be taken relative to it that will secure for the Circuit a capable officer.

WE ARE in receipt of a circular notifying us of a proposed Commercial Convention, to be held in New Orleans, commencing on the 24th inst., under the auspices of the Chamber of Commerce, the object of which is to take into consideration the most prompt and efficient mode of removing the obstructions at the mouth of the Mississippi river and the improvement of the navigation of Southwestern rivers. We shall advert to it more at length at another time. Meantime, we hope our merchants and business men will prepare to participate in it through a proper and competent delegation.

WE suggest that the Executive Committee hold a meeting immediately, and prepare a plan of campaign that will mass the strength and call forth all the energies of the Democratic party. The registration will have to be attended to, and citizens be brought to a performance of the duty of registration, if in no other way, by the personal appeal and supervision of two or more members of the Committee appointed to that work. It is of the utmost importance that the Committee see to the registration of voters, the raising of funds, and all the necessary details of a contest that will try the party to the utmost of its skill and ability. We must work while it is day. Every man must work.

MR. J. R. BARBICK, formerly of Kentucky, but lately of Georgia, a man of fine literary taste and acquirements, and one of the sweetest poets of the West, died at Atlanta on the 29th ult., in the fortieth year of his age. The Atlanta (Ga.) *Intelligencer* says of him: "He was a scholar and a gentleman, highly gifted, and without reproach; the type of a pure-minded and honorable man, whose soul was filled with song, and whose heart was the seat of every generous emotion. He was a native Kentuckian, having been born in Barren county, of that State. An ardent sympathizer with the 'Lost Cause,' the deceased left his 'Kentucky home' during the late war, and has since been a resident of Atlanta. Of him it may be truly said that he never made a personal enemy, and leaves a community of friends in this city to mourn his loss. 'Peace to his ashes!'"

IN the Radical processions one sees few others than negroes, and those few are office-holders or office-seekers. In the Democratic ranks are mustered nearly all the white men—the lawyers, merchants, bankers, business men, mechanics and the laboring men of our own race with whom the political masters of the Radicals or negroes desire to bring them in competition. The negroes, ignorant, debased and debasing, are found in steady, constant obedience to the demands of party, while the intelligent white man, who not only opens a way to profit and emolument for himself, but a means of living for the negro who is disposed to rivet the chains of disability upon him, neglects the most essential of duties, and fails to register preparatory to voting for men to fill the most responsible offices, for men who are to sit in judgment upon their lives, fortunes and political rights. We conjure the readers of the APPEAL to think of this; to reflect upon it. If they do, we have little doubt the result will be the registration of all, and the prompt performance of the duties devolving upon them, as citizens, to protect themselves and neighbors against the inundation of negroism with which they are again threatened.

IN Mobile and New Orleans, unfortunately for the guests and the people they assumed to represent, the Radicals managed to take the lead in the reception and entertainment of the Illinois Press Association. At the first named city the journalists were met by one MCKINSTRY, Mayor, who was quite tipsy, and therefore in a condition to express his political spleen in a maudlin way, disgusting to the spectators, and painful to those whom he addressed. This was, however, afterwards dispelled by their generous and whole-souled treatment by the people and members of the press of Mobile, which city the representatives of Illinois left with regrets sincere as they were heartily expressed. At New Orleans, Mayor CONWAY, an unmitigated stadical of the baser sort, so arranged it that at the public banquet in honor of the visit of the Association, his private Secretary, a comparative stranger, and only remotely, if at all, connected with the press of that city, responded to the toast of the press, taking occasion as he did so to express himself in a crude, ill-informed sort of way, but none the less bitterly and contemptibly. The press of New Orleans, generally, are indignant at the the discourtesy of Conway, and the ignorance and want of good breeding, in his Secretary, the *Times* especially administering both a pretty severe rebuke. It is just such impudent arrogation of leadership as this of CONWAY'S and his Secretary that disgusts moderate people with the imported Radicals, and tends to perpetuate the social ostracism to which so many of them are subjected. Give them an inch and they will take an ell. But perhaps we ought not to complain of this case, since it will afford our brethren of Illinois a good opportunity of measuring the creature "carpet-bagger." Out of evil cometh forth good.

SUPREME COURT.

Condensed Decisions—Spring Term, 1869, held at Brownsville, Tenn. Reported for the Appeal by H. Clay King, Esq.

No. 11. McKenzie vs. Meeks. Daniel Rainey was the owner of three occupant claims, one of 200 acres, another of 57 acres, and another of 104 acres, south and west of the Congressional reservation line. The first two he claimed as assignee, and the third in his own right as a settler. These claims accrued to him before the year 1832. In 1832 Rainey died, devising his property to his widow for life, with remainder to his children. In 1833 the widow qualified as executrix and sold to the defendants the 200, and also the 57 acre claims. In 1846 the widow died, and an administrator *de bonis non*, with the will annexed, on the estate of Rainey, was qualified, and sold the 104 acre claim to one of the defendants. The assignee obtained grants in their names from the State on all these claims. The children of Rainey, the remaindermen under his will, file this bill to divest the legal title out of the defendants.

Held: That the 200 acre and 57 acre claims stand on a different footing from the 104 acre claim. That at the death of Rainey in 1832, and in 1834 when the executrix sold the said claims, occupant claims were not by law property real or personal, but they simply conferred on the holder a right of protection to residence, and a personal right of non-molestation. They were trespassers on lands belonging to the United States until the cession act of 1841. So that on the death of Rainey no right, title or interest in these two claims held by assignment passed to his personal representative or devisees as such. But as to the 104 acre claim held by the testator in his own right as occupant by the act of 1851, ch. 326, and the acts subsequent thereto on the subject, the heirs and devisees of the owners of occupant claims were protected in the enjoyment of the same, and that as to the 104 acres, according to the obligations of the bill, the equitable and real title thereto resides in the children of Rainey, and the grantee holds the legal title in trust for them. As to the 104 acres, this Court will follow the case of Scott vs. Price, 2 Head, 532. The demurrer to the bill is sustained as to the 200 acres and 57 acres, and overruled as to the other tract with leave to plead or answer.

The three year limitation act of 1837, ch. 1, as to the occupant claims, has no exceptions, and runs against persons under disability, as well as against those who are *sui juris*.

No. 12. W. H. Robins vs. D. M. Jones, from Hardin Circuit Court. The plaintiff brought this action for slander and false imprisonment against the defendant on the 12th day of March, 1866. The defendant pleaded not guilty, and at the July term, 1866, he moved the court to dismiss the suit on the ground that the case fell within the terms of the military orders issued by Gens. Grant and Thomas, protecting Union officers and soldiers from actions brought for trespass and other supposed wrongs and injuries committed by them while in the service of the United States. The defendant was an occasional pilot on a gunboat running on the Tennessee river, during the war, in August, 1864, in Paducah, Ky., the defendant caused the plaintiff to be arrested by a State's warrant, for the alleged offense of stealing his mule. The defendant failed to appear and prosecute the plaintiff on the said charge, and the plaintiff was discharged, and afterwards brought this action as stated above.

The motion to dismiss this suit was made in the Circuit Court on the 14th of July, 1866.

Held: J. O. Shackleford, Judge, delivering the opinion of the Court; this motion being made after the proclamation of the President of the United States, of the 2d of April, 1866, declaring the insurrection heretofore existing at an end, is hence to be regarded as made after the insurrection had ceased to exist, and after the restoration of the civil government of the State and the establishment of the courts and the restoration of the State to its constituent relations to the Union. If martial law had previously existed in the State, the proclamation of the President, and the restoration of the State to its Constitutional relations to the Union, restores the supremacy of the civil law, and the above named orders of Gens. Grant and Thomas were inoperative and void under the Constitution and laws of the United States, and of the State of Tennessee.

The courts of the country were open to the citizen for the redress of his grievances, and we know of no authority authorizing a military officer in time of peace to order the dismissal of a suit in one of the State courts. The rights of the citizen are carefully guarded by the Constitution and laws of the land, and so long as civil liberty exists under our form of government, it cannot be yielded by the judiciary that a military commander can, in times of peace, interfere with the action of the courts of the State in the discharge of their judicial functions.

It follows that the order of the Court dismissing this suit was erroneous. The judgment is reversed and cause remanded for trial.

No. 13. Lacy & McGhee vs. Moore, Lewis & Govan, from the Memphis Law Court. On the 22d of January, 1866, Lacy & McGhee, sued out an attachment at law against the "estate" of W. B. Stewart. The writ was in the common form prescribed by the Code. The Sheriff levied this writ of attachment on eight bales of cotton as the property of Stewart. Before the levy of the attachment, but after its issuance, Stewart had sold and delivered the cotton to Moore, Lewis & Govan, and received from them the purchase money, at the time of the sale both Stewart and Moore, Lewis & Govan, not being aware of the existence of the attachment. Moore, Lewis & Govan replevied the property from the Sheriff by this action. There was a judgment against them below, and they appealed.

Held: 1st. That under section 3507 Code, the lien under attachments at law is created by the levy of the attachment, and does not exist before, as was the case before the adoption of the Code.

2d. That as to attachments in Chancery where the property of the defendant is described in the bill or writ, then the lien begins from the filing of the attachment bill, and overreaches any sale, transfer or assignment by the attached debtor between the filing of the bill and levy of the attachment.

This section of the Code is a modification of the 9th section, of chapter 43 of the act of February 15, 1836. In the cases specified therein of attachments in Chancery against non residents, and absconding debtors, etc., the lien took effect from the filing of the bill, whether the property was specified therein or not. But the Code, 3507 restricts the lien before levy to the property specified. Vance vs. Cooper, 2 Cald. is overruled, but the question is reserved as to what would be the effect of notice of the suing out of the attachment or filing of the bill to the parties to a sale or transfer of the property by the debtor before the levy.

No. 14. Douglass vs. Cross, from Memphis Law Court. *Assumpsit* on the following agreement: On or before the 25th of December next we promise to pay J. S. Magness or order the sum of $500.

O. FIELD,
R. R. SMALL,
W. H. CHAMBERS.

On or before March 1, 1869, we promise to pay R. R. Sullevant $150 for value received. — J. S. MAGNESS

The above are copies of notes received on this day from A. H. Douglass & Co. to have them properly endorsed and returned to them without delay.

Memphis, Jan. 10, 1868 DAVID C. CROSS."

The declaration averred a failure on the part of the defendant to have the notes endorsed, and that he had failed to return them on request, &c.

The defendant's pleas were, *non assumpsit*, *set-off*, and a special plea of fraud. None of the pleas were sworn to.

On the trial of the cause the plaintiff produced an affidavit of the loss of the instrument sued on, and the non-payment of the instrument, in accordance with the statute on the subject. The defendant objected to the reading of the affidavit to the jury, on the ground that the instrument lost was not the foundation of the action, and the execution of the instrument would have to be proved, whether lost or not.

Held: That under Code, sections 2909, 3777, the instrument declared on was the foundation of the action, and need not be proved unless the execution thereof was denied under oath by the maker.

So far as the proof of its execution is concerned, there is no distinction between such an instrument as this and a promissory note, or other written contract for the payment of money. If the action is, in form, *assumpsit*, it is in both cases for the damages sustained by the plaintiff resulting from the breach of the contract. In the case of a promissory note, the damages are apparent on the face of the paper, and no further evidence of the amount is required; while in cases like this the damages are to be ascertained by the jury from all the evidence in the case. But in both classes of cases, the written contract is the *foundation* of the action, while the breach of the contract is the *cause of action*.

No. 15. Waggoner vs Randle & Heath; from Memphis Law Court. Randle & Heath were accommodation endorsers of Waggoner upon two promissory notes, one for $2578, and the other for $2605. These notes were not paid at maturity, and were protested, and liability fixed on the endorsers. Suit was brought on these notes against Waggoner, the maker, and Randle & Heath, the endorsers, by Davis & Co., the holders, to the October term, 1867. During the term the suit was dismissed as to the endorsers, Randle & Heath, and they came into Court and confessed a judgment in favor of Davis & Co., and on their motion they recovered judgment over against Waggoner, the maker, as accommodation endorsers. The maker had notice and declined to give the indemnity required by the Code, 3624. Waggoner appealed to this court from the judgment, and was compelled by the court to give an appeal bond for the amount of the judgment required by the Code, 3162. And this is assigned here as error, as well as the rendition of the judgment itself.

Held: That it was competent for the accommodation endorsers to confess the judgment in favor of the holder, and to take their judgment over against the maker, on his declining to indemnify them against their liability as provided by the Code, and their judgment over against the maker falls within the provisions of section 3631; and the appeal bond in such case must embrace the amount of the judgment as well as the damages and costs, as provided in section 3162 of the Code.

No. 16. Jones vs. Greenlaw, from Memphis Law Court. Greenlaw assigned to Jones a large number of promissory notes, which were set forth in a schedule, at the bottom of which was the following guaranty signed by Greenlaw: "The above notes we have this day transferred to M. W. Jones by endorsement, and we hereby guaranty the solvency of the parties to each note, and obligate ourselves to pay them when Jones cannot make the amount out of the parties, May 5, 1862.

"WM. B. GREENLAW & CO."

Among the notes transferred, and included in the schedule, was one upon one McAnally.

This action was brought by Jones against Greenlaw upon the guaranty. Upon the trial the plaintiff offered in evidence a judgment in his favor against McAnally before a Justice of the Peace on the note. This judgment was rendered by default without service of process on McAnally, the Constable having made his return thereon that McAnally could not be found. The law Judge held this judgment void, and excluded the record from the jury.

Held: That the judgment was a nullity, and the record of the judgment and return of the execution endorsed "no property to be found," was not of itself competent evidence of the insolvency of McAnally. But the facts shown by the record that the process was duly issued and an attempt made to have it executed is more competent evidence to show the diligence that had been exercised in attempting to collect the note by legal process, and in connection with parol proof of McAnally's insolvency and non-residence, the record was admissible to prove that the plaintiff had exhausted his legal remedy.

In this case the Court erred in excluding parol proof of the insolvency and non-residence of McAnally.

When the terms of the guaranty require that the guarantee shall exhaust his legal remedy against the principal debtor as a condition precedent to his right of action, it has sometimes been held that he must procure the return of an execution unsatisfied; not because that it is the only admissible evidence of insolvency, but because that is the very condition precedent implied by the terms of the contract. As a rule of evidence, insolvency may be proved by parol evidence. Insolvency is not a matter of record, and if the return of an execution unsatisfied, be the most satisfactory evidence of the insolvency, it is not the *best* evidence in the sense of the rule that requires the best evidence only to be produced.

But no such condition precedent, is stipulated in this guaranty. Construed together, both clauses are in effect the same, and contain a promise of the guarantor to pay whenever it is so that in fact the guarantee cannot by process of law, or otherwise, make the money out of the parties to the note. A judgment and return of *nulla bona* may be the most satisfactory evidence of this fact in most cases, but it may also be established by any other competent proof that the parties are insolvent, or have no property within the reach of the process of the courts of this State.

This guarantee is equivalent to a guaranty that the note is collectible. It has been held that upon such a guaranty the only admissible proof of non-collectibility is the failure to collect by a *bona fide* attempt to collect by due course of law. We are not prepared to say that such might be the rule when the guaranty by its terms requires legal remedies to be actually employed, even when it is shown that if employed they would be wholly nugatory. However that may be, a guaranty that a note is collectible is no more than a guaranty that it can be actually collected; and in such case it may be shown that it cannot be collected either by proof of an actual abortive attempt to collect by legal proceedings, or by any other competent evidence showing that in fact it cannot be collected. A return of *nulla bona* is the official certificate of an officer that after diligent search he has been unable to find any property of the defendant within his jurisdiction subject to levy. But that fact may for the purposes of inquiries like the present, be shown quite as satisfactorily by other evidence.—2 Parsons on Notes 142; Camden vs. Doremus, 3 How. 533, McDoal vs. Yeomans, 8 Watts, 361.

Upon principle it would seem that if the attempt to collect by legal process were held to be necessary, and that the legal remedy be exhausted, this would be sufficiently shown by proof that a warrant had been issued which could not be served on the defendant, that he had left the State, so that no process could be executed upon him, and that he was insolvent and had no property which could be reached by attachment.

There are some cases that hold that where the maker resides out of the State at the time of the guaranty, the guarantor is bound to follow his person and show that he is insolvent in the State of his residence. We should assent to this doctrine in a case where the circumstances showed that such was the understanding and intention of the parties to the guaranty, but we do not think such an understanding or intent could be inferred from the circumstances of this case.

Judgment reversed.

By Telegraph

CAIRO.

[Special dispatch to the Appeal.]

CAIRO, May 9.—Marble City, from Vicksburg to St. Louis, 11 p.m.; Dexter, from New Orleans to Louisville, 1 a.m.; Great Republic, from New Orleans to St. Louis, 2 a.m.; Mary Alice, from New Orleans to Louisville, 8 a.m.; Virginia, from Louisville to New Orleans, 3 p.m.; Julia, from St. Louis to Vicksburg, 9 p.m.; Amie, from St. Louis to New Orleans, 9 p.m.

The river fell eight inches. Weather clear. Mercury 72.

All boats passing down had fine trips.

WASHINGTON.

WASHINGTON, May 9.—The Spanish Minister has repeatedly, within the last two months, reported to the Secretary of State that expeditions were fitting out in this country for Cuban service, but did not produce proofs. The Secretary, however, directed inquiries to be made North and South, when it was ascertained there were no facts upon which to found proceedings. The proper officers have been instructed to exercise due vigilance to prevent the violation of the neutrality laws, which the Government has assured the Spanish Minister will be enforced.

CALIFORNIA.

SAN FRANCISCO, May 9.—The Pacific Railroad celebration to-day was one to be remembered for a long time in San Francisco. The day was ushered in by a salute of one hundred guns at noon, and all the Federal forts and vessels in the harbor fired a salute; the city bells set ringing and steam whistles screaming. At night the whole city was illuminated, and presented a brilliant appearance. The procession, the largest and most enthusiastic ever witnessed in San Francisco, the people being so willing and eager to serve an event of so much importance to this city and the Pacific coast, that they turned out en masse and business generally was suspended. Nearly every citizen exhibited a hearty interest in the demonstration. The military and civic display was grand. In addition to the State militia, all available United States troops from several forts participated in the occasion, while civic societies turned out full ranks. The city and harbor presented a magnificent sight during the day, the principal streets being draped with banners of every nation, and thronged with joyous people. The shipping was dressed in fine style. A dispatch from the Junction Road announcing the driving of the last spike in the Central Pacific Road at 10 a. m., sent a thrill of joy through the city. Congratulatory messages were transmitted to the directors of the Central Pacific and Union Pacific by the California Pioneers at Sacramento. The event was celebrated in the grandest manner. The city was crowded with a multitude of people from all points of the State and Nevada. The Grand Lodge of Odd Fellows, now in session in this city, accepted an invitation to attend the demonstration. Parties from Nevada, Grass Valley, Vallejo, San Francisco, Placerville, San Jose, Marysville, Virginia City and Gold Hill were also in attendance. The line of travel from Sacramento was thrown open to the public, free, and an immense number of people took advantage of this circumstance and flocked hither. C. P. Co. had three locomotives gaily decorated and ranged in front of the city, and a signal gun announcing the driving of the last spike, the locomotives opened chorus whistles and all the bells and steam whistles joined. Profound regret was expressed that the roads were not joined to-day. The failure is attributed to the obstinacy or inability of the up road in making the connection. Dispatches from the Promontory says several hundred men seized a train at Piedmont, on which President Durant was on, telling him they were in a hurry and must have their money, and would not let him go till it was forthcoming. The non arrival of President Durant is alleged as a reason for the postponement ceremony joining the road until Monday next.

NEW YORK.

NEW YORK, May 9.—In the billiard tournament Rudolph beat Snyder 1200 to 914 last night. The play on both sides was anything but first rate. In the evening Rudolph contended with Foster, and beat him 1200 to 1091: Rudolph's average 22 2 9; highest, 150, 102 51, 150, 99, 93, 102; Foster's average 20 2 9; highest, 60, 54, 49, 75, 60, 51, 63, 106. Their relative positions at the different call games was as follows: Rudolph 2, Foster 1; Rudolph 208 to 179; Rudolph increased the lead, contriving to count as follows: 301 to 288, 334 to 303, 478 to 393, 1004 to 915, 1106 to 917, 1118 to 1042, 1200 1091. Some petty annoyances, which were given by party roughs on Rudolph and Deery, was persisted in, and one bet on Foster at one time taken by Rudolph and won.

On Monday Cyril Dion plays McDevitt 300 points, French billiards, for $500.

The St. George Cricket Club opened the season to-day with a game; one inning was made on each side, and a sumptuous dinner was given by the club.

The Press Club, at its monthly dinner, seventy members were present. They sent a congratulatory dispatch to the press of California on the completion of the Continental Railroad.

The *Herald* states that the U. S. Marshal Barlow, says the reports of an interview between the Spanish Consul and himself yesterday, are sensational and unreliable, as no one but parties concerned know what actually took place at the interview, but admits that the point forming the Cuban sensation of the day were based on the interview, and that sensational reports and rumors of special dispatches from Washington are mere fabrications.

The U. S. steamer Memphis, sold at auction yesterday at the Brooklyn Navy Yard to Mr. V. W. Brown, of this city, for $558,000.

A Sunday paper states that a large number of Cubans took passage on the Hamburg steamer Besher from Jersey City, and it is the general impression that when outside the harbor they were transferred to some other vessel ready to take them to Cuba.

A serious riot occurred at the west end of Hudson, N. J., last evening, between some English miners and a crowd of Irishmen, in which a number of persons were injured; one, and perhaps two, fatally. The cause of the riot was the refusal of a Mr. Howard to give liquor to three Irishmen. A large mob attacked the house, tearing down the shutters and smashing windows. A number of persons were arrested and conveyed to prison; but, with one exception, they were subsequently admitted to bail.

Vice-President Joseph Gibbons, of the Executive Committee of the Fenian Brotherhood, publishes an official contradiction of the statement in to-day's *World* (newspaper), that the Fenian officers had entered into negotiations for the transfer of their forces to the Cuban Revolutionary Junta.

RICHMOND.

RICHMOND, May 8.—It is stated on good authority that Canby has fixed upon the first Tuesday in July for an election.

FOREIGN.

BRUSSELS, May 9.—The Senate has refused to pass a bill for the abolition of imprisonment for debt. M. Bara, Minister of Justice, has tendered his resignation to the King. He is urged to remain in office, but refuses to do so unless the Senate is dissolved.

MADRID, May 9.—In the Cortes yesterday Gen. Prim alluded to rumors that he meditated an attempt against the Liberal regime, and pronounced them utterly baseless. He declared that in future he would prove that honor and liberty was his motto.

It is reported that Gen. Cabraro, the noted Carlist leader, has appeared in Catalona.

WEATHER AND RIVERS.

CAIRO, May 9.—Up: Marble City, 11 p.m.; Dexter, 1 p.m.; Great Republic, 2 p.m; Mary Alice, 8 p.m. Down: Virginia, noon; Louisiana, 2 p.m.

River fell 12 inches. Weather clear.

LOUISVILLE, May 9.—Up: Darling. Down: Minnesota, Groesbeck.

CINCINNATI, May 9.—Arrived: Alice Dean. River falling slowly with 33 feet in the channel.

NEW ORLEANS, May 9.—River within three inches of high water mark. A portion of the wharves and the head of Poydras street submerged.

FUNERAL NOTICE.

FROST—The friends and acquaintances of James and Mary T. Frost are respectfully invited to attend the funeral of their youngest son, EDWARD B., from their residence, No. 376 Union street, this Monday afternoon, at three o'clock. Services by Rev. Mr. Witherspoon.

NEW ADVERTISEME'TS

MASONIC NOTICE.—The officers and members of Lella Scott Lodge, No. 299, are requested to attend a special communication this Monday evening, May 10th, at 8 o'clock, for work in the E. A. degree.
H. W. MITCHELL, W. M.
S. STURM, Secretary. my10

MASONIC NOTICE.—The officers and members of Penn Royal Arch Chapter No. 22, are requested to attend a regular convocation Monday evening, May 10th, at 8 o'clock.
By order of JOHN ZENT, M. E. H. P.
B. M. LEVY, Secretary. my9

MENKEN BROTHERS

Week of Bargains!

Jaconets, 15 cents.

Marseilles, 25 cents.

Grenadine Dress Goods, 20c.

Linen Lawns, 25 cents.

Cotton Hose, 12 1-2 cents.

Linen Towels, 12 1-2 cents.

Special Bargains

—IN REAL—

Llama Lace Points

MENKEN BROTHERS.

AUCTION.

PONTOTOC AND ST. PATRICK ST.

BEAUTIFUL

COTTAGE RESIDENCE

ON TUESDAY MORNING, MAY 18TH, AT 10 o'clock, we shall sell, at public auction, on the premises, that

Elegant Cottage Residence,

Situated on the southeast corner of Pontotoc and Mulberry or St. Patrick streets. The house contains five rooms, hall, kitchen and servants' rooms, cisterns and all necessary outhouses, this being the former residence of Gen. Albert Pike. It is on lease ground, at an annual valuation; the lease has seven years to run, and can be released for an indefinite time. Persons wanting a residence located near business, convenient to Main street cars, and in a healthy and exceedingly desirable location, near the churches and good schools, will find this property desirable.

Terms liberal and made known on day of sale.

MONSARRAT, LANIER & CO., Auctioneers. my9

A. E. FRANKLAND,

GENERAL

AUCTION HOUSE

No. 197 Main Street.

Auction Sales of all Classes of Goods Daily. Consignments Solicited. Account Sales rendered immediately after sale. Outdoor sales attended to with punctuality and dispatch.

A. WALLACE,

The OLD MEMPHIS AUCTIONEER, will be found at this House, attending to his business, and glad to see his friends.

Consignments of goods always in store.

A. E. FRANKLAND,
my2 General Auctioneer.

WINES AND LIQUORS.

A. VACCARO, B. VACCARO, A. B. VACCARO

A. VACCARO & CO.,

Importers and Dealers in

WINES, LIQUORS, CIGARS,

ETC., ETC., ETC.,

824 Front Street, Memphis, Tenn. nov23

AMUSEMENTS.

GRAND JUVENILE CONCERT

At Greenlaw Opera House,

Wednesday Night, May 12

Admission, 50 cents.

Doors open at 7 o'clock; commence at 8. my9

BRIGNOLI!

THE PRINCE OF TENORS.

NEW MEMPHIS THEATER

MR. C. A. CHIZZOLA has the honor of announcing to the citizens and the music-loving public of Memphis that he has concluded an engagement with Mrs. W. C. Thompson, lessee of the New Memphis Theater, for the Great Musical Advent, viz: The first appearance in Memphis of the world-renowned

SIGNOR P. BRIGNOLI,

The unrivaled sweet, silver-voiced Tenor of the age, and the most favorite artist in America, assisted by the following eminent artists from the New York Academy of Music:

Mlle. MARIE LOUISE DURAND, the young and distinguished Prima Donna Soprano.
Sig. PETRILLI, the renowned Baritone.
Sig. SARTI, the famous Basso Buffo.
Sig. LOCATELLI, Basso Contante.
Sig. STEFFANONE, Musical Director.

First night, MONDAY, May 10th—DON PASQUALE.
Second night, TUESDAY, May 11th—IL BARBIERE DI SIVIGLIA.
WEDNESDAY, May 12th—Grand Farewell Night.

Scale of Prices—Parquette and Dress Circle, reserved, $2; admission, $1 50; Family Circle, $1; Gallery, 50 cents.

NOTICE.—The sale of seats, for the three nights only, will commence on Wednesday, May 5th, at 9 a.m., at the boxoffice. The sale of seats for either of the three nights, will open on Friday, May 7th. my6

DRY GOODS.

SECOND IMPORTATI'N

GREAT ARRIVAL

—OF—

NEW GOODS

—AT—

B. LOWENSTEIN & BROS.

ON MONDAY, APRIL 19

We will exhibit an entire new line of

Dress Goods,

White Goods,

Prints,

Ginghams,

Hosiery,

Notions,

Parasols,

AND ALL KINDS OF

NOVELTIES

—AT—

REDUCED PRICES.

WE PROPOSE TO OFFER

GREAT INDUCEMENTS

—IN—

DRESS GOODS

B. LOWENSTEIN & BROS.

Cor. Jefferson and Main Sts.

Election Notice.

OFFICE COMMISSIONER REGISTRATION FOR SHELBY COUNTY, MEMPHIS May 8, 1869.

NOTICE is hereby given, that on the FOURTH THURSDAY OF MAY, 1869, pursuant to writs of election to me directed by His Excellency, the Governor of Tennessee, I will, at the lawful voting places, in each of the Wards of the city of Memphis, and in each of the Civil Districts of Shelby county, hold an election to fill the vacancies declared by the act of the Legislature, passed February 23, 1869 as follows, to-wit

Three Judges of the Supreme Court of said State.

One Attorney-General and Reporter for the State.

One Judge of the Twelfth Judicial Circuit of said State.

One Attorney-General of the Twelfth Judicial Circuit of said State.

One Judge of the Chancery Court of Memphis.

One Judge of the Law Court of Memphis.

I will, also, in compliance with said writs of election, at the lawful voting places in the several Wards of the city of Memphis, and in the several Districts constituting the territorial jurisdiction of the Criminal Court of Memphis and the Municipal Court of Memphis, hold an election to fill the vacancies declared by the Act aforesaid, as follows, to-wit:

One Judge of the Criminal Court of Memphis.

One Attorney-General of the Criminal Court of Memphis.

One Judge of the Municipal Court of Memphis.

One Prosecuting-Attorney of the Municipal Court of Memphis.

Said elections will be held and conducted according to the existing laws of this State, and as prescribed for general elections by the people.

The several Deputies, Judges and Clerks of said elections will, in due time, be announced.

J. E. WILLIAMS,
Commissioner of Registration for Shelby Co.
my9

JOHN REED,

CARPENTER AND BUILDER, No. 62 Jefferson Street, entrance in alley. Special attention given to Stair Work. Houses and Vestibules framed ready for shipping. [nov21

NOTICE TO THE PUBLIC.

WALKER BROTHERS & CO

NO. 229 MAIN STREET,

—ARE SELLING—

Fancy and Staple Dry Goods,

Notions, Laces,

Ready-Made Clothing,

Boots, Shoes, Hats, Etc.,

As Cheap as any house in this City or in the Southwest nor will they be undersold by any house offering special inducements on account of Closing Out, or by those who continually advertise Sweeping Reduction in Prices.

WE HAVE ON HAND THE

LARGEST AND CHEAPEST STOCK OF GOODS

IN THE CITY.

We Buy for Cash and Sell for Cash and Good City Paper.

MERCHANTS FROM THE COUNTRY AND CITY

Will find it to their interest to examine our Stock and Prices before purchasing elsewhere.

ap22 WALKER BROS. & CO.

Organized 1868. Quadrupled 1869.

THE NEW ORLEANS MAMMOTH

MENAGERIE,

CIRCUS AND AVIARY,

THE MOST GORGEOUS, extensive and elegant Equestrian, Zoological and Ornithological aggregation in Christendom; requiring the various spectacles presented, startling feats performed, and the multitudinous duties of so vast an establishment, the services of

TWO HUNDRED MEN, WOMEN & CHILDREN

WILL EXHIBIT IN MEMPHIS

Positively Three Days Only,

Monday, Tuesday and Wednesday, May 10, 11 and 12.

COLONEL C. T. AMES : : : PROPRIETOR.
DOC CHAMBERS : : : : BUSINESS MANAGER.

THE specialities that characterize this colossal combination, as the leading exhibition of the age are:

MORE BEAUTIFUL LADIES,
MORE SENSATIONAL ARTISTS,
MORE SCHOOLED EQUINES,
MORE TRAINED ANIMALS,
A LARGER MENAGERIE,
MORE EXCITING SPECTACLES

Finer and more gorgeous equipments, better music, more commodious conveniences for visitors than have ever been congregated in any one amusement combination.
For particulars see the various special publications of the Company.

Doors open at 1½ and 7 p.m. Performances commencing at 2½ and 8 p.m.

Admission 75c; Reserved Seats $1 00; Children 50c.

Grand Moral Exhibition.

Of the wild and trained animals, schooled horses, acting ponies and comic mules, on WEDNESDAY MORNING, from 10 to 12 o'clock. No circus performance on this occasion. To this exhibition ministers and their families are respectfully invited, free of charge.

Admission to Morning Exhibition 50c; Children 25c. my7

CHANGE OF FIRM.

OWING to the recent death of Mr. S. B. WILLIAMSON, the partnership heretofore existing under the style of WILLIAMSON, HILL & Co., is this day dissolved. The undersigned, surviving partners will continue the business as Grocers and Cotton Factors under the firm name of HILL, FONTAINE & CO., at the Old Stand, No. 346 Front Street, and hope to receive a continuance of the patronage bestowed upon the old firm. All claims against Williamson, Hill & Co., will be settled upon presentation.

NAPOLEON HILL,
Memphis, May 1, 1869. N. FONTAINE.

HILL, FONTAINE & CO.,

Late Williamson, Hill & Co.,

COTTON FACTORS, WHOLESALE GROCERS

And Commission Merchants.

REFERRING to the above change, we would call your attention to the following as consisting in part of our Stock, which we offer upon reasonable terms:

100 Hhds. Louisiana Sugars,
300 Sacks Coffee,
400 Packages Molasses,
100 Barrels Mess Pork,
50 Casks Clear Side Bacon,
200 Kegs Lard,
500 Barrels Flour,
15 Tierces South Carolina Rice.

Together with a complete line of such goods as are usually found in a first-class house.

B. K. PLAIN,

DEALER IN

LUMBER, SHINGLES, LATHS, DOORS,

SASH, GLASS AND BLINDS,

Corner of Gayoso and Second Streets, Memphis, Tennessee.
my7

CAPITALISTS, ATTENTION!

A RARE OPPORTUNITY

—FOR—

PROFITABLE INVESTMENT

I OFFER FOR SALE TWO OF THE MOST central and eligible Stores in Memphis, situated on the west side of Main street, between Madison and Court streets known as Nos. 279½ and 281 in the Walker Block. These stores are brick, four (4) stories high, with tin roofs, the upper stories finished and occupied as offices by good tenants. One of these stores is under lease for three years, which expires January 1, 1870, at $500 per annum; the other at $700; possession of which may be had, if required, on July 1. The offices will net from $600 to $800 per annum. This property will be sold free from all taxes and encumbrances up to day of sale. Title warranted. If not disposed of on private terms, will be offered at public sale, May 19, 1869. For terms apply to D. J. O'REILLY, Agent,
No. 315 Shelby street, or Lock-box 348.
Also, for sale, several Houses and Lots on Shelby street, between Union and Gayoso. ap29

Cupping and Leeching.

ORDERS for Cupping and Leeching left at GUS. LIPPOLD'S BARBER SHOP, No. 11 Poplar street, corner Front alley, Memphis Tenn., will be promptly attended to, by
ap29 W. C. WERNER.

JOS. J. POWERS

IRON, FRAME & BRICK

Bridge Builder

Memphis, - Tennessee.

Is prepared to construct BRIDGES and IRON ROOFS and BUILDINGS of all descriptions.

BLUFF CITY

BUILDERS' EMPORIUM,

55 MADISON STREET.

H. A. GARVEY & CO., Propr's.

MANUFACTURERS of Marbleized Mantles Counters, Counter and Table Tops, Tiling for floors, Hearthstones and Varnish Washing for walls an elegant substitute for hard finish, and durable as stone.

Also, of Window Heads, Brackets, Caps, etc., for exterior, and all kinds of Cornice enrichments, Centers, Pendants, Anals, Pieces etc., for interiors. Discount to the trade.

Lime, Cement, Plaster, Laths, Hair, Fire Brick etc., for sale.
my6