TO THE PUBLIC

TERMS OF SUBSCRIPTION.

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

RATES OF ADVERTISING.

Transient advertisements having the run of the paper, first insertion $1; each subsequent insertion 50 cents per Square.
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Advertisements inserted at intervals, to be charged as new each insertion.
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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.

AINSLIE, KEATING & CO.

MEMPHIS APPEAL

MONDAY MORNING MAY 17 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.

TO THE FRIENDS OF THE APPEAL.

It is with pleasure that we announce to the friends of the APPEAL that the issue of Tuesday next will be presented to them in an entirely new dress, from the Franklin Type Foundry of Cincinnati. We trust and have reason to believe that it will make the paper, so old and faithful a servant of the Memphis public, more acceptable than ever.

Our advertising patrons are reminded that we will print a double edition on Tuesday, of which we hope they will avail themselves, to make known to the many thousands in attendance upon the Convention, all that they have of attractive wares for sale. No better opportunity can offer than this occasion will present to merchants, upon whom we press the claims of the old APPEAL as an advertising medium.

THE TIME TO ADVERTISE.

The city will be full of strangers next week, all of whom may be made purchasers to a greater or less extent by judicious advertising on the part of our merchants. The columns of the APPEAL offer peculiar inducements to that end and will be open for any number of favors of that character. Remember this and send in your advertisements.

Register To-Day.

To-day (perhaps the last) a large number of our best and well known citizens will attend at the Registrar's office to vouch for such persons as may apply or send their names for registration. There will be no unnecessary delays or vexations, therefore no excuse will offer for such as choose to neglect a duty than which there is nothing more important to discharge. Citizens of Memphis! white men of Memphis! remember that a failure to elect the Democratic ticket will fasten upon you a judiciary the corruptions of which have already entailed disgrace and loss; that it will ensure to HUNTER and his tribe an absolute control of your property and civil rights, and determine, perhaps forever, the destiny of our city, prevent its growth and destroy the vitality that is now our only hope. If you would not contribute to HUNTER's triumph, go and register.

THE CÆSAR GRIFFIN CASE.

The recent decision of Judge CHASE, which, owing to its great length, we cannot publish, deals a "sledge-hammer" blow to the Congressional legislation of 1867, by which the State Government of Virginia, organized at Wheeling during the war, and for two years recognized by all branches of the Federal Government, was subverted and suppressed. Judge CHASE says of it:

"Indeed, it is well known historically that the State and Government of Virginia, thus organized, was recognized by the National Government, Senators and Representatives from the State occupied seats in Congress, and when the insurgent force, which held possession of the principal part of the territory, was overcome, and the Government recognized by the United States was transferred from Alexandria to Richmond, it became in fact, what it was in law, the Government of the whole State. As such it was entitled, under the Constitution, to the same recognition and respect, in national relations, as the government of any other State."

It follows, therefore, that the act of Congress creating the military government under which the ancient Commonwealth now groans is null and void, that it is, as the Washington *Intelligencer* phrases it, an act of sheer usurpation and wanton violence which cannot be defended. The decision is clear, logical and conclusive on this point, and will no doubt—as the decision in the Texas case, in which the question of the illegality of the reconstruction laws was adjudged—be concurred in by a majority of Mr. CHASE's associates on the Supreme Bench. We will have something farther to say, and more at length, upon this decision, and in a day or two.

CORRUPT JUDGES.

HENRY WARD BEECHER, in a recent sermon, says of the New York judiciary:

The last refuge of justice is our courts; and yet, so corrupt has our courts become that the name of "Judge" stinks! There is nothing that excites my indignation more. There is no treachery that is so base. There is nothing that I forgive myself so unwillingly for as for meeting a corrupt Judge and not frowning upon him—yes, and striking him! Not but what they are subjects of mercy; but if there was only some man holding the relation of parent that could take some of these crude Judges and renew the scenes of their youth, I should heartily rejoice! They plunder, and are known to plunder. They make decisions, and hold them up for sale. They make auctions of justice, and among the seekers of justice they bid for bribes! And what then? They are elected again to the Supreme Bench, or to the Circuit Courts. They are elected because they are corrupt. There are a few men that mutter and say: "Too bad! too bad!" but that is the whole of it. And our courts are growing more and more corrupt, and our Judges more infamous.

This is what artists would call a faithful picture after the original painted by BARBOUR LEWIS and the Radical Evening *Post*. How like it is we leave our readers to ascertain; who it hits and fits all will readily conjecture.

ANOTHER ASSASSINATION IN GEORGIA.

A Senator ADKINS, from Warren county, Ga., was assassinated by parties unknown, at Dearing, in that State, about 10 o'clock on the 11th inst., just as he was getting off the train. As there may be some effort on the part of the Radicals to make capital out of this against the people of Georgia, we make from the Atlanta *Constitution*, which says:

As this man Adkins had made himself particularly odious to the people he represented, by his dishonest practices and persecutions of white people, being fully in communion and sympathy with the worst of the carpet-bag Radicals of this State, his assassination is universally deprecated by this community as calculated to work injurious prejudice in the minds of Northern Radicals against the people of Georgia. Gov. Bullock will no doubt congratulate himself upon this event, as it will afford him an argument in favor of his cherished scheme of again remanding the State under military rule. It is hard indeed that the peaceful people of a great State should suffer for the indiscretions of a few irresponsible men.

We agree with the *Constitution*, and hope the assassins may be caught and properly dealt with.

SUPREME COURT.

Condensed Decisions of the Supreme Court, May term, 1869, Reported for the Appeal by H. Clay King, Esq.

No. 20. E. W. Porter et al. vs. John R. Jones, from the Hardin Chancery Court. The defendant, Jones, purchased of one Thomas Peay a promissory note for $2300, purporting to be made by Robt. Hardin, for which Jones paid Peay $2000. Hardin denied having executed the note, and pronounced it a forgery. Thereupon Jones procured a warrant from a magistrate and had Peay arrested on a charge of forgery. While Peay was in the custody of an officer it was agreed between him and Jones and the complainants, E. W. Porter and W. H. Cherry, that Porter and Cherry should give to Jones their joint note for $1000, and that in consideration thereof that Jones should direct the release of Peay from custody. From the circumstances the Court is forced to the conclusion that the compounding of the felony was the real consideration of the note. Upon the execution of the note Peay was released by order of Jones, and has never again been arrested or prosecuted. Jones commenced an action at law in the Circuit Court, in which three mistrials have been had, in consequence of the failure of the juries to agree upon a verdict. The defendants in an action at law filed this bill in Chancery, alleging substantially the above facts, and that the note is void for illegality of consideration; "that without a discovery of some of the facts in relation to said illegal contract from Jones, which are exclusively within his knowledge and the knowledge of complainant, their defense is greatly trammeled, and a decision in a court of law upon said cause is not likely to be obtained, and complainants are greatly annoyed and harrassed by the prosecution of said suit."

The prayer of the bill is that the suit at law be perpetually enjoined and for general relief.

The defendants to the bill demurred, and assigned two causes of demurrer; 1st. The existence of an unembarrassed remedy at law; and 2d. That the complainants were equally guilty in the illegal transaction, and not entitled to any relief in equity.

Held, Andrews, Judge, delivering the opinion of the Court: That a note whose consideration is the compounding of a felony, is absolutely void. Vincent vs. Groom, 1 Yer. 430.

The defect in a remedy at law may be either in some obstruction to the proceedings of the Court of law, which the aid of a Court of equity is required to remove; or it may be in the want of power in a Court of law to give its final, complete and adequate relief, which is within the power of a Court of Chancery. The latter defect is equally with the former a ground of chancery jurisdiction. If the complainant's case rests wholly upon the necessity for discovery, to enable him to make his defense at law, then he must show by his bill that such discovery is material to his defence. But if the relief to which he is entitled is substantive relief beyond that which a Court of law can give upon full proof of all the facts, then he need not allege the necessity of discovery as a ground of jurisdiction. Almony vs. Hicks, 3 Head., 42.

In the class of cases embracing the present one, the relief afforded by perpetually enjoining the prosecution of suits upon the void instrument, and by decreeing it to be delivered up and canceled, is deemed more efficacious and complete than any that can be offered by a Court of law. It is true, that a final judgment for the defendant in a court of law in a suit upon such instrument, would be a complete settlement of the case, and would preclude the necessity to the defendant of further relief in regard to it. But the plaintiff, the payee, may not choose to commence such a suit. He may harass the defendant, the maker of the instrument, with threats of litigation for an indefinite period, within the statute of limitations. Or, if a suit be already commenced, the plaintiff may not only harass the defendant during the progress of the suit, but may at his pleasure withdraw it for the purpose of again selecting his tribunal and fit time for the commencement of new litigation. 2 Story Eq., sections 699, 700.

Equity will decree the cancellation of void instruments though they be void on their face. Jones vs. Revy, 10 Yer. 59; Almony vs. Hicks, 3 Head. 41; Johnson vs. Cooper, 2 Yer. 531; Hamilton vs. Cummings, 1 Johns. Ch. 522. Though this is denied by some of the authorities. 2 Story Eq., section 700, and cases there cited. But where the invalidity does not appear on the face of the instrument equity has jurisdiction unquestioned to decree cancellation, though a defence may be made at law. And this jurisdiction is not ousted by the fact that the holder of the instrument may have been more diligent in commencing his suit at law.

It is urged as an objection to the jurisdiction of the Chancery Court that the Circuit Court having first obtained jurisdiction of the case its right to determine it is exclusive, and cannot be interfered with by a Court of Equity. This principle is frequently applied in cases of conflict of jurisdiction between two independent and equal tribunals exercising jurisdictions of a similar nature. Such was the case of Taylor vs. Caryll, 20 How. 583.

But it has no application to a case like the present, where the jurisdiction of the one tribunal has its sole foundation in the inability of the other to do complete justice between the parties. Suits pending in courts of law are enjoined by process from courts of equity every day, and the prior jurisdiction of the legal tribunal has never been considered as an objection to the jurisdiction of equity. The relief sought in the Chancery Court is in its nature substantially different from the matter of defense set up in the court of law. We rest the jurisdiction in this case upon the capacity of a court of equity to afford more efficacious relief than a court of law can administer, and not upon the necessity for discovery.

The note is void for illegality, and any party to the transaction seeking a recovery upon it will be repelled from a court of justice. But will a court of equity, the parties to the note being *participes criminis*, and in *pari delicto* in the illegal transaction, afford them active interposition to set aside and cancel the illegal contract? He who asks equity must do equity and those only shall receive the active aid of courts of justice who approach with clean hands; but while the rules of law which courts are bound to enforce in civil cases have reference primarily to the protection and enforcement of private rights, they are also subservient to the governing principle that the safety and best interests of the community are paramount to any private interest. Therefore it is that there are many cases in which were the rights or interests of the parties only concerned, courts would absolutely refuse them aid; yet, as the public good demands a decision upon their claims, the courts will entertain the cause and make the decision. The decree is made upon the facts and the law of the private right, but the community is a *quasi* party to the cause, and for the protection of the community courts may overlook the individual turpitude which has forfeited the private right and make such decision consistent with the public interests as they would have made had the party follows, and thus it has been held, that the active interposition of equity to set aside and cancel an illegal contract, is matter of sound discretion in the Court, and not of absolute right in the party.

The inquiry is, has the complainant made such a case as would, were he innocent, entitle him to relief; and if so, does the best interest of society require that relief shall be afforded, notwithstanding the guilt of the party? If not, then the Court will refuse its aid, and will leave the parties in whatever difficulties their conduct may have involved them. I do not deem it necessary to go into an extended analysis of authorities outside of our own State in regard to the general rule, which has been so often discussed by the courts of this country and of England. The rule is limited so far as this, that courts will not generally, perhaps never, unless under statutory provisions or when one of the guilty parties has been also the victim of outrageous fraud or oppression, interfere to set aside a sale or delivery of property or money which has been made and completely executed in the course of the illegal transactions. If one has freely parted with the title to or possession of property upon an illegal or immoral consideration, courts ordinarily consider the parties in equal guilt, and a guilty party being in *pari delicto*, shall never invoke the aid of the Courts to have it restored to him.

Much as the community is interested to discountenance immoral and illegal contracts, its interests will not be subserved by setting aside executed contracts and unsettling legal titles. Smith's Leading Cases, volume 1, page 688; Yerger V. Rains, 4; Hump. 259.

But where the illegal contract is still executory, and the public interests will be promoted by setting it aside, then, in the exercise of their sound discretion, courts of equity will grant relief. Judge Story states the rule thus: "In general (for it is not universally true) when parties are engaged in illegal agreements or other transactions, whether they are *mala prohibita* or *mala in se*, courts of equity, following the rule of law as to participants in a common crime, will not at present interpose to grant any relief—acting upon the known maxim *In pari delicto polior est conditio defendentis et possedentis*. But in cases where the agreements or other transactions are repudiated on account of their being against public policy, the circumstance that the relief is asked by a party who is *particeps criminis*, is not in equity material. The reason is that the public interest requires that relief should be given, and it is given to the public through the party. 1st Equity Juris, section 298."

That these positions are sustained by the general current of authorities, I think is clear, and in considering them I have not overlooked the fact that decisions upon usurious securities and upon gaming contracts, have but a qualified authority. The reason that in the first the circumstances of necessity, or of oppression supposed to surround the borrower, have usually been supposed to relieve him from the imputation of being in *pari delicto*; and cases of gaming and wagering contracts are frequently accompanied by circumstances of outrageous fraud, and the decisions upon them are also more or less affected by considerations of the general policy of the statutes allowing property lost at gaming to be recovered back. But these two classes of cases aside, there is no lack of authority to sustain the principles above laid down. The first case occurring in our own reports is that of Johnson vs. Cooper, decided in 1831, by Judge Whyte. 2 Yerg. 524. In that case the complainant having staked a tract of land upon a game of cards and lost, conveyed it to the winner, and afterwards filed his bill for the purpose of setting aside the conveyance. The Court granted the relief, basing its decision apparently upon the policy of the statute which made void all gaming contracts and all conveyances of land or other property made to satisfy or secure money won by gaming. In Allen vs. Dodd, 4 Hump. 132; Yerg. vs. Rains, 4 Hump. 259; Smith vs. Stevens, 5 Sneed, 253; and in Simmons vs. Kincaid, 5 Sneed. 451, it is held that independently of statutory authority, property lost upon a wager or gaming contract, or sold in violation of law, cannot be recovered back by the loser or vender by interposition of the courts.

The bill in Weakly vs. Watkins, 7 Hump. 356, was filed by the maker of a note given upon consideration of an election wager, to have the note delivered up and canceled and to have a judgment which had been obtained thereon against the security to the note enjoined. It was held that relief could not be given upon the broad ground that equity would not aid either party to an illegal agreement. Judge Turley, who delivered the opinion of the Court, does so in very few words, and cites no authorities from our own State or elsewhere. Judge Turley says: "No Court of Chancery will entertain a bill to cancel an obligation, the consideration of which was a violation of chastity, compounding a felony, the smuggling of goods in violation of the revenue laws, gaming, false swearing, etc. In Giddons vs. Lea, 3 Hump. 133, a note was given by the complainant upon consideration of a wager, and a judgment thereon was recovered against the complainant after due notice, and appearance without any defense being interposed."

The bill was filed to enjoin the judgment, and the bill was dismissed in the Supreme Court upon the ground of the laches of complainant in failing to make defense at law. In Rucker vs. Wynne, 2 Head, 618, the bill was filed to have a gaming security delivered up and canceled. The security had been obtained from the complainant by the grossest fraud and imposition in connection with the gambling transaction. McKinney, J., delivered the decision of the Court in a careful and elaborate opinion, holding that on grounds of public policy the Court would interfere to set aside the security. Weakly vs. Watkyns is commented upon and expressly disapproved, Judge McKinney saying that that case was hastily considered, and that though Weakly vs. Watkyns might be distinguished from the case then before the Court by the element of most outrageous fraud which characterized the latter, yet he was inclined to rest the decision upon the distinct principle announced in Cooper vs. Cropwall, that public policy required that contracts of that nature should be canceled by the courts. It was held in Simmons vs. Kincaid, 5 Sneed, 450, that where a slave had been conveyed as the consideration of compounding a felony, the Court would not set the sale aside at the instance of one joint owner who, being of full age, participated in the sale, but would rescind it as to the shares of those who signed the bill of sale while they were infants. In Williams vs. Taliafero, 1 Coldwell, 38, the bill was filed by a judgment creditor of one Sharp, to subject to his judgment real estate which Sharp had conveyed in consideration of a wager. The Court held that by statute every lease or conveyance of land made upon a gaming consideration is absolutely void, and therefore the creditors of Sharp had a right to subject his land so conveyed to the payment of their debts. McKinney J. says that Sharp himself might have gone into equity to have the deed canceled as a cloud upon his title; but he does not allude to the case of Allen vs. Dodd, 4 Hump. 131, which decides that betting upon elections is not within the statutes on the subject of gaming; nor to the principle decided in that case, and in Yerger vs. Rains, 4 Hump. 259, Smith vs. Stephens, 5 Sneed 253, and in Simmons vs. Kincaid, 5 Sneed, 454, that independently of the statutory authority property lost upon a wager or sold in violation of law cannot be recovered back. It might, perhaps, be held that in such a case the creditors would have more extensive rights than the debtor himself.

NEW BOOKS.—Mr. Mansford, of the Catholic Bookstore, 308½ Second street, informs us that he has received the invoice of a fine lot of new books, which he will offer to his customers on Monday. The list comprises prayer books in fine bindings, bibles, and many works recently published, among which are "Annie Severin," by the author of "A Sister's Story, and the poems of Charles G. Halpine (Miles O'Reilly).

—Why is an egg overdone like one

By Telegraph

CAIRO.

Special Dispatch to Memphis Appeal.

CAIRO, May 16.—The following is our port list: Lizzie Gill, St. Louis to New Orleans, 3 a m; Luminary, Vicksburg to St. Louis, 3 p.m; Great Republic, St. Louis to New Orleans, 7 p.m.; Richmond, Louisville to New Orleans, 7 p.m.; Minnie, St. Louis to Little Rock, 7 p.m.

The river rose 3 inches. Weather clear and warm.

The Rubicon is well laden; Richmond and Great Republic have only moderate trips.

WEATHER AND RIVERS.

CAIRO, May 16.—Down—Gill, 1 p.m. yesterday; Beacon, noon; Republic and Richmond, 5 p.m.

Up—Minnie, 1 p.m.; Luminary, 4 p.m. River rose three inches; weather clear.

ST. LOUIS, May 16.—Arrived—Commonwealth and Kellogg, Belle St. Louis, Luminary.

No departures.

The river is still rising slowly.

LOUISVILLE, May 16.—Up—Hale, Indiana.

Down—Robert Burns, Silver Spray.

The river is falling—7½ feet in canal. Weather clear.

BOSTON.

BOSTON, May 15.—To-day was the fifth day of the billiard tournament. This p.m. J. P. Murphy beat R. Davis 500 to 211; winner's average 20, and highest runs 55, 66, 61, 75, 42, 60; Davis, 30, 57. In the second game R. E. Wilmarth beat L. S. Brooks 500 to 290; winner's average, 11½ runs; Wilmarth's, 30, 81, 48. Brooks', 21, 27. In the evening L. S. Brooks beat Davis 500 to 315; winner's average, 9½; 51 innings. Second game between Murphy and Brooks, the former beat 502 to 369; winner's average, 11; 45 innings.

FOREIGN.

PARIS, May 16.—Election meetings were held in all quarters yesterday up to a late hour, but the excitement moderated as the day advanced. Late at night some crowds had collected in the streets, but were dispersed by the police. They made no resistance, and no serious disturbance occurred.

The Government has issued a warning, which is placarded throughout the city, declaring that a renewal of the recent disorderly assemblages and demonstrations will not be tolerated.

Minister Forcade La Paquette has issued instructions to the police, advising them to dissolve any meeting likely to lead to a disturbance, and to strictly enforce the law prohibiting the holding of political meetings within five days of an election.

NEW YORK.

NEW YORK, May 16.—Rufus L. Lord, the victim of the celebrated Lord bank robbery, died yesterday at his residence in this city.

Much consternation was caused in a prominent Broad street banking house yesterday by the disappearance of the junior member of the firm, taking with him two certified checks for $84,475, and one for $23,650. He left the office about two o'clock, carrying with him certified checks and certificates of stock to the amount of $95,000,000 to make deliveries of stock and deposit proceeds. Not returning at three o'clock, his partner made inquiries at the City National Bank, and ascertained that instead of making deposits, he had obtained the certified checks above mentioned, and decamped. His destination has not yet been discovered, and what disposition he has made of the checks is unknown.

WASHINGTON.

WASHINGTON, May 16.—The Columbia Typographical Union of this city, at a meeting last night, received an application from Lewis H. Douglass, a son of Fred Douglass, the colored orator, for membership into that body. It was referred to the committee on nomination. A member of the Union presented a preamble and resolutions setting forth that as the applicant had been rejected at Denver, Colorado, by the Union of that city, on the ground that he was an improper person to be admitted into that body, it would therefore be unbecoming this society to receive him to membership. Resolutions of censure against the Financial Secretary for granting a working card to Douglass permitting him to work until the Union shall take action in the premises, and directs the foreman of the office in which he is employed to cause him to cease work; they also call upon members to sustain the action of the Union. These resolutions were ruled out of order, and after considerable discussion the meeting adjourned until the 19th of June, when the committee is expected to report. Over 500 members of Union were present and much feeling and interest was manifested in the matter, which it is believed will be eventually referred to the National Typographical Union.

FOREIGN.

MADRID, May 14.—In the constitutional cortes to-day the session was mainly occupied in the consideration of the question of a future form of government. Senor Oranz, one of the leaders of the Republican party made a long speech in support of his amendment, looking to a Federal Republic.

COPENHAGEN, May 14.—At the banquet in this city to-day Gen. Roslsuff, the late Danish minister to Washington, who was present, made a speech in which he referred to the sale of the Danish Islands in the West Indies to the United States. He said he had great confidence in the American Cabinet, and that when the negotiations were made clear, the Senate would not hesitate to ratify the sale, and that the present delay was entirely owing to the old prejudice between President Johnson and Congress.

MUNICH, May 14.—The Bavarian Government has issued a circular note to the Governments of France, Austria, Prussia, Baden and Wurtemberg, inviting those powers to a conference to be held in this city for the purpose of preserving the rights of the State against the Church of Rome.

E. B. Washburne, the new American Minister, and J. Bertheney, the French Minister to Washington, arrived to-day.

VIENNA, May 14.—On the occasion of the closing of the Austrian Chamber today, the President congratulated the members that the situation of Austria had been greatly improved. He referred with pleasure to the conciliation of Hungary and the new laws which had been enacted allowing the subjects to vote, by saying that the Emperor protecting and no peril menaces the Constitution,

OHIO.

DAYTON, May 16.—At one o'clock this morning Turner's Opera House, in this city, took fire and was entirely destroyed. The building was occupied by McKee, Woodward & Weekly, wholesale grocers, Black & Fox, wholesale china and queensware, Grover & Baker Sewing Machine Company, and F. Lange, restaurant and billiard rooms. Nothing was saved but a few sewing machines. The fine residences east of the Opera House, of J. Schwab and J. Estabrook, were also destroyed. The fire communicated to the buildings south on Main street, owned by Ohmer, and entirely destroyed them, including the large furniture establishment of M. Ohmer and grocery store of Sandwire Bro. Herman Sandwire, while endeavoring to save some of his goods, a portion of the wall crushed him to the floor. His brother and several others endeavored to extricate him, but it was impossible. He lived in this condition for awhile, when another crash buried him in the ruins. His wife and family were present, but no power could save him. The scene was heart-rending. The total loss is estimated at between sixty and eighty thousand dollars, on which there is insurance of about ten thousand dollars. It is supposed to be the work of an incendiary.

The opera house was one of the finest in the West, and was owned by J. M. & Wm. Turner, whose loss will be about $25,000 over and above an insurance of $13,000.

NEW ADVERTISM'ENTS

MASONIC NOTICE.—The officers and members of Leila Scott Lodge, No. 289, F. and A. M., are requested to attend a special communication, this Monday evening, at 8 o'clock, for work in the E. A. degree.
R. W. MITCHELL, W. M.
S. STURM, Secretary. my17

Louisville and New Orleans Packet Company.
ROBT. E. LEE .... Cannon, master
This superb passenger steamer will leave as above on TUESDAY, 18th inst., at 5 p.m.
LARRY HARMSTAD, Agent,
my17 Star Wharfboat, foot Monroe st.

Fort Pickering Lot Sale To-Day.

BIDDERS will find an omnibus in waiting, at our office, this morning, at 9 o'clock, to convey them to and from the sale.
ROYSTER, TREZEVANT & CO.,
my17 Auctioneers.

To Grocers and Liquor Dealers.

7 bbls. Whisky at Auction.

THIS MORNING, AT 9 O'CLOCK, AT OUR Salesroom, we will sell, without reserve,

Seven Barrels Whisky,

Magnolia and other brands, on account of whom it may concern.
ROYSTER, TREZEVANT & CO.,
my17 Auctioneers.

Office of the Mississippi Valley Navigation COMPANY OF THE SOUTH AND WEST, MEMPHIS, Tenn., May 6, 1869.—Notice is hereby given to all concerned that there will be a meeting of the Stockholders of the Mississippi Valley Navigation Company of the South and West, held at the office of this Company, No. 24½ Carondelet street, in the city of New Orleans, on MONDAY, May 24 1869, at 11 o'clock, a.m., for the purpose of revising and amending the charter of the Company.
By order of the President.
my15 NEWTON S. OTIS, Secretary.

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 Geo. 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.,
my9 Auctioneers.

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.

Notice.

MR. JAMES KELLY, of No. 93 Alabama street, is authorized to act as my agent in my absence from the city.
my14 GEO. P. ZIEGLER.

OFFICE OF HERNANDO INSURANCE CO.,
MEMPHIS, TENN., May 10, 1869.
NOTICE is hereby given that a dividend of ten per cent. was this day declared upon the capital stock of the Hernando Insurance Company, free of Government tax.
my11 B. N. MAY, Secretary.

TRY
PANKNIN'S HEPATIC BITTERS.
THEY CURE DYSPEPSIA,
AND ALL DISEASES OF THE
STOMACH AND LIVER.
THEY ARE RECOMMENDED BY THE
MEDICAL FACULTY.
HEGEMAN & CO.,
AGENTS, NEW YORK.
Manufactured by C. F. PANKNIN,
CHEMIST AND APOTHECARY,
CHARLESTON, S.C.
For Sale by Druggists Everywhere.

A. MATSON. J. C. COLE
DRS. MATSON & COLE,
Surgical and Mechanical
DENTISTS
OFFICE,
No. 271 Main Street, Room 34, Jackson Block.
MEMPHIS, : : : TENNESSEE.
References:

Dr. W. T. Irvin,	Col. S. P. Walker,
Dr. R. C. Creighton,	Col. M. C. Gallaway,
Dr. S. C. Snyder,	Mr. J. M. Keating,
Dr. A. K. Taylor,	Gen. Marcus J. Wright
Dr. Paul Otey,	Hon. A. H. Douglas,
on. C. F. Trigg,	Col. H. C. Young,
Judge M. L. Perkins.	Geo. H. Monsarrat.

NEW ADVERTISEMENTS

LEOPOLD GOEPEL,
Importer, Manufacturer and Wholesale Dealer in all kinds of
MUSICAL MERCHANDISE
OF EVERY DESCRIPTION.
Piano Warerooms, 375 Main St.,
Wholesale and Retail Agents for the sale of
Wm. Knabe & Co.'s Unrivaled Grand, Square and Upright Pianos.
Constantly on hand a complete assortment of Pianos, Melodeons, Harmoniums, and Cabinet Organs, from the best makers.
Every Instrument fully warranted.

Our stock of small instruments is very large and complete, including Guitars, Violins, Violincellos, Flutes, Accordeons, etc. Guitar and Violin Strings, of the best quality, always on hand. Orders promptly filled. Pianos to rent. Old Pianos taken in exchange for new ones. Tuning and Repairing promptly attended to. Mr. Goepel, being a Practical Piano Forte Maker, is a guarantee that he will perform properly whatever he undertakes. Descriptive Catalogues and Price Lists furnished on application.
LEOPOLD GOEPEL,
my16 No. 375 Main St., Memphis, Tenn.

WHITE SULPHUR SPRINGS,
Greenbrier County,
WEST VIRGINIA.

THESE celebrated Springs, so favorably known for their valuable ALTERATIVE WATERS, charming Summer climate, and as one of the most fashionable resorts in the country, will be open for company

ON THE 15TH OF MAY.

And with the extensive improvements that have been made will be prepared for the comfortable accommodation of from

Fifteen Hundred to Two Thousand Persons.

The WHITE SULPHUR is now the Western terminus of the Chesapeake and Ohio Railroad, and the cars of that road (in connection with telegraphic facilities) will be running to the Springs by 1st JULY.

No pains or expense have or will be spared to secure the comfortable entertainment, in all the varieties of accommodation, of the large number of visitors that will resort to the Springs the present season.

One of the best LAWN AND BALL-ROOM BANDS will be in attendance; an extensive LIVERY has been provided, and suitable arrangements made to facilitate every innocent and recreative amusement appropriate to a fashionable Watering Place. A number of Fancy and Masquerade Balls will be given during the season.

Charges will be $25 per Week and $90 per Month. Children under 10 years of age and colored servants, half price. White servants according to accommodations.
PEYTONS & CO.,
Proprietors.
White Sulphur Springs, W. Va. my16

AUCTION.

PUBLIC SALES
—OF—
REAL ESTATE
IN THE CITY
AND SUBURBS OF MEMPHIS

We have great pleasure in calling public attention, both at home and abroad, to the following list of property, which we have been directed by the owners to place on the market at Public Sale, being a selection from the most select business and residence property in Memphis and its vicinity.

Large Peremptory Sale of Lots in Fort Pickering.

22 Lots in Block 50, bounded north by Walker street, east by Second, south by Coffee, and west by Washington streets. Also, 14 Lots in Block D, bounded north by Coffee street, east by Armstrong, south by Van Buren, and west by Carroll streets, upon the Plat of Fort Pickering, now included in the Corporation of Memphis, contiguous to the Jackson Monument, at Mound, on beautiful rich and level surface, commanding a full view of the river and the city, and near the proposed location of the Memphis Dock Yard. No property in Fort Pickering can be regarded as more desirable or valuable. The titles to this property are perfect, not being involved in past or present litigation. The owner wishing to sell, is determined to meet the market as to price.

TERMS—Half cash, balance 12 months, WITHOUT INTEREST. This sale will be held on the premises, commencing at 10 o'clock on MONDAY, 17th May.

Main Street Store House.

On TUESDAY, May 18th, at 4 o'clock p.m., on the premises, we will offer, at public sale, that very valuable and centrally situated Store house and Lot, No. 244 Main street, now occupied by L. & N. L. Lowenstein and next to the store of Lowenstein Brothers, corner of Main and Jefferson streets. This being one of the finest points for business on Main street, we hope to meet on the occasion a large representation of capitalists and business men who desire to compete for such valuable property. Size of lot 22¾ by 74½. Terms liberal, and announced at sale.

The Great Sale of Suburban Lots
—IN THE—
BUNTYN AND TREZEVANT TRACTS
Five Miles from the City,
On Memphis and Charleston Railroad,
ON THURSDAY, MAY 20.

To this sale we specially direct the attention of those who would make a pleasant combination of city and country life. We shall offer about ONE HUNDRED LOTS, varying in size from 1 to 10 acres, many of them directly upon the Railroad, and none of them more than the distance of a few minutes walk to a regular flag station upon the Road, giving the business and professional men, who follow their vocation in the city, the advantage of a retired and economical residence on a few acres of land in the country, with the loss of but little more time, and at much less expense in money, than to live on a few feet of ground in any part of the city. The different trains now running in and out of the city on this road, afford the opportunity of ingress and egress to and from the city every two or three hours during the day. Commutation tickets are sold to all the stations included in the lands offered in this sale at from 10 to 12½ cents, and the trip is made to the most distant point in 15 minutes from the city depot. Terms will be exceedingly liberal, the object being to induce the immediate settlement of the lands by a good population. Plans of the lands now at our office. The Avenues and Lots will be indicated, so that parties wishing to make examinations can do so with no other guide than a plan in their hands. The locality of the lands embraced in this sale has always been highly popular for its health and beauty, and the neighborhood is rapidly filling up with the best society.
ROYSTER, TREZEVANT & CO.,
my5 Auctioneers.

PUBLIC SALE
—OF—
RESIDENCE LANDS
—ON THE—
Mississippi and Tennessee Railroad
—AND—
Farm Lands and Fisheries on President's Island.

DESIRING to dispose of a portion of my real estate I will offer at public sale through Messrs. Royster, Trezevant & Co., Auctioneers, on THURSDAY, THE 27TH DAY OF MAY next, upon the premises, thirty Suburban Lots, 5 to 20 acres each, situated on the Mississippi and Tennessee Railroad, about four miles south of Memphis, on Nonconnah Heights. I invite from such as wish to buy a particular inspection of these beautiful lands, which will be found to possess in an eminent degree the attractions of picturesque grounds, fine soil, noble forest trees and pure water from never failing springs. Half hour's time will suffice to reach the property from Court Square by the daily trains of the road, which pass to and from the city at short intervals, giving free access to the business, the schools and churches of the city. The wood upon the land will yield one hundred dollars clear profit to the acre.

I will also offer at public sale on THURSDAY, JUNE 3, at the house of the Auctioneers, northeast corner of Main and Jefferson streets, 500 acres, in tracts of 50 to 100 acres, on President Island, just below the city, nearly all above overflow, heavily timbered with ash and walnut and other forest growth. The land is of unsurpassed fertility, and accessible at all seasons by steamboats. A ready market may be found for every cord of wood cut upon the land. A feature of great value in this property is the well known Lake, which affords the finest fisheries in this part of the world. The fish and game privileges on this lake may be made very valuable in supplying the Memphis market. Plans made by Messrs. Robinson & Moon, Civil Engineers, can be seen at the office of the Auctioneers, and the lands will be shown by them or myself, by appointment, at any time before the day of sale.

Terms of Sale—Half cash, balance one and two years with interest, retaining lien.
PETER MITCHELL.
ROYSTER TREZEVANT & CO.,

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.

AMUSEMENTS.

NEW MEMPHIS THEATER
Commencing Monday Evening, May 17
MR. ALF. BURNETT,
The Great Mimic, Humorist and Wonderful Facial Artist, assisted by Miss HELEN NASH, Versatile Comedienne, and J. W. SHARPLEY, in his Solos on the Concertina.
Burnett's laughable Candle Lectures and lecture on Woman's Rights, and miraculous Changes of Dress and Feature.
An entire change each evening.
Reserved seats, to be had at the theater, $1 00; general admission Dress Circle and Parquette, 75 cents; Family Circle, 50 cents.
See small bills. my14

DRY GOODS.

MENKEN BROTHERS
DRY GOODS
SALE CONTINUED
THIS WEEK
Special Bargains
—IN—
MOZAMBIQUES,
GRENADINES,
LAWNS.

NEW GOODS JUST RECEIVED!
Also, a handsome line of
Llama Lace Points,
Pusher Lace Points,
Chantilly Lace Points,
AT REDUCED PRICES
MENKEN BROTHERS.

AUCTION.

BY GOTTLIEB & EZEKIEL.
A. S. ROGERSON, Auctioneer.
LARGE CATALOGUE SALE OF
WHITE GOODS, DOMESTICS
FANCY GOODS, ETC.,
AT AUCTION.

WE will sell, at our Salesroom, corner Second and Adams streets, on

Tuesday Morning, May 18, at 10 o'clock,

A very fine assortment, consisting in part of Jaconets, Lawns, Swisses, Bareges, Prints, Nainsooks, Brilliantes, Irish Linens, Chambrays, Bleached and Brown Muslins, Damasks, Osnaburgs, Hosiery, Boots and Shoes, Notions, etc., etc., etc.

City and country merchants will find it to their interest to attend this sale, as it comprises one of the finest lines of goods ever offered in this city at public sale. Terms cash.
GOTTLIEB & EZEKIEL,
Wholesale Auctioneers and Commission Merchants, cor. Second and Adams streets. my14

BY GOTTLIEB & EZEKIEL.
A. S. ROGERSON, Auctioneer.
GLASSWARE
AT AUCTION.

WE will have a special sale of Three Hundred Boxes Glassware on WEDNESDAY MORNING, May 19th, at 10 o'clock. Sale positive. Terms cash.
GOTTLIEB & EZEKIEL,
my12 Corner Second and Adams Streets.

W. H. PASSMORE & CO.,
Auctioneers and Commission Merchants,
157 Main Street,
LOUISVILLE, : : KENTUCKY.

HAVING established a house, as above, in connection with the old and well-known one in Memphis, respectfully solicit from their friends and customers a share of patronage for the new house, the connection, location and facilities of which render it a valuable medium for the transaction of any business there for residents of Memphis and vicinity.

Will be happy to see their friends at the old stand, No. 231 Second street, Memphis, the business of which will be attended to with their accustomed energy and reliability.

Liberal advances on consignments to both or either house. ap21

$100 Reward

WILL be paid for the recovery of the body of T. B. ADAMS, who was drowned at Hopefield, Ark., on last Sunday.
W. G. L. ADAMS.

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.

In the District Court of the United States, for the District of West Tennessee. In the matter of N. B. Holland, individually, and as one of the firms of Holland & Bro., and Holland, Vance & Co., Bankrupt. In bankruptcy, District of West Tennessee—ss.

To whom it may concern:

The undersigned hereby gives notice of his appointment as assignee of N. B. Holland, of Memphis, in the county of Shelby and State of Tennessee, within said District, who has been adjudged a Bankrupt upon his own petition, by the District Court of said District.
Memphis, Tenn., the 15th day of May A. D., 1869. WILLIAM Y. CIRODE,
my16 23 30 Assignee, Etc.

In the District Court of the United States, for the District of West Tennessee. In the matter of Adolph Bohms, Bankrupt. In bankruptcy, District of West Tennessee—ss.

To whom it may concern:

The undersigned hereby gives notice of his appointment as assignee of Adolph Bohms, of Memphis, in the county of Shelby and State of Tennessee, within said District, who has been adjudged a bankrupt upon his own petition, by the District Court of said District.
Memphis, Tenn., the 15th day of May, A. D. 1869. WILLIAM Y. CIRODE,
my16 23 30 Assignee, Etc.

In the District Court of the United States, for the District of West Tennessee. In the matter of Thomas Fitzpatrick, Bankrupt. In bankruptcy, District of West Tennessee—ss.

To whom it may concern:

The undersigned hereby gives notice of his appointment as assignee of Thomas Fitzpatrick, Durhamville, in the county of Lauderdale and State of Tennessee, within said District, who has been adjudged a Bankrupt upon his own petition by the District Court of said District.
Memphis, Tennessee, the 15th day of May, A. D. 1869. WILLIAM Y. CIRODE,
my16 23 30 Assignee, Etc.

In the District Court of the United States, for the District of West Tennessee. In the matter of B. P. Bridgewater, Bankrupt. In bankruptcy, District of West Tennessee—ss.

To whom it may concern:

The undersigned hereby gives notice of his appointment as assignee of B. P. Bridgewater, of Fayette Corner, in the county of Fayette and State of Tennessee, within said District, who has been adjudged a bankrupt upon his own petition, by the District Court of said District.
Memphis, Tenn., the 15th day of May, A. D., 1869. WILLIAM Y. CIRODE,