The Knoxville Whig.

BROWNLOW, HAWS & CO., Publishers.

"The union of lakes—the union of lands—
The union of States none can sever—
The union of hearts—the union of hands—
And the flag of our Union forever."

Knoxville, Tenn., February 28, 1866.

C. S. Hubbard, of New Haven, Connecticut, is our regularly appointed agent to receive subscriptions for our paper in the States of Connecticut and Massachusetts.

The Whig can be had every week at the News Depot of R. H. Singleton, Post Office Building Nashville, Tenn.

Louis McGlauflin is authorized to act as our agent along the whole Pacific Coast. His address is San Francisco, California.

Col. John H. James, Chief Quartermaster of the District of East Tennessee, is authorized to receive payment for subscriptions to this paper.

The Rebel Spirit Displayed.

We copy a calm and temperate account of the late disgraceful conduct in the Tennessee House of Representatives, from the Nashville Press and Times, and call attention to it, and to the votes of certain East Tennessee members who are misrepresenting the sentiments of the people of their counties. Several members acted worse in going out of the House and refusing to vote, than those who remained and voted with the revolutionists. The conduct of the minority was the more disgraceful as they had had the whole week for discussion.—They continued their fillibustering on the next day walking about the Hall, with their hats on, and cursing and swearing, evincing the true rebel spirit.

The case has been stated to us by parties who were in the House and witnessed all that passed, and they make it stronger than the Nashville paper does. While the members were refusing to vote, and walking out, talking and swearing, Col. Mullins, of Bedford, an old grey-haired man, and a staunch loyalist, obtained the floor and said: "There are members in the House who refuse to answer to their names, and there are others walking out to avoid voiting. I believe it to be the result of a previous agreement, perhaps a caucus arrangement."

To this Mr. Speaker Heiskel took offence, when, it was thought, he had no just cause for it, and in a most excited and angry tone, enquired: "Does the member from Bedford intend to insinuate that the Chair was privy to any such arrangement."

Col. Mullins replied in a spirited manner: "I do, and would as soon suspect the Speaker as any one else."

The Speaker sprang from his chair, and pronounced the member from Bedford "A G—d d—d old liar and a d—d thief," at the same time throwing his hammer with violence at Mullins, and missing the head of John Caldwell, of East Tennessee, about two feet.

Col Mullins retorted with emphasis, in a loud tone of voice: "You are a G—d d—d liar, a d—d old scoundrel, a partial presiding officer, and one of the conspirators." Mullins started towards the Speaker, with his hand in his pocket, and a personal collision was alone prevented by a rush of the members between the parties.

The foregoing is the version given by members of the House, and by citizens. We make no comments but give the facts to the public as they have been reported by eye-witnesses to the scene.

Calvin M. Dyer.

We knew the late Col. Dyer intimately. He was an unselfish patriot and honorable gentleman: of pure private character. His generosity and amiability were displayed in his every word and act.—Tender and confiding as a child, he was as brave a soldier as ever fired a shot or drew a sabre in the face of an enemy. In 1862 he left a comfortable home and walked to the Union army in Kentucky, which he joined as a private soldier, enlisting in the gallant 1st Tennessee Cavalry, of which Robert Johnson, (son of the President) was Colonel. Appreciating his noble qualities Col. Johnson soon had him commissioned 1st Lieutenant. After serving with distinction in this capacity he was promoted to Major in 1863. We were in the camp of the regiment at the time he received this promotion, and so highly was he esteemed by officers and men that there was no dissatisfaction on the part of any, and several officers who ranked him and over whom he was promoted cheerfully acquiesced in the same. Blessed with a fine constitution he was always at his post able for duty. When Col. Johnson resigned the 1st of June, 1863, Major Dyer was promoted Lieutenant Colonel. When the Wheeler raid was made on Nashuille, the gallant 1st Tennessee Cavalry was engaged with three times its number. Soon after the fight commenced, the Colonel of the regiment, (Gen. Jas. P. Brownlow) fell shot through both thighs. The lamented Col. Dyer then took command, and most gallantly did he bear himself in the unequal contest.

On one occasion we saw him in battle, we saw his manly form in the thickest of the fray, leading his men where the bullets of the enemies of his country fell thick and fast around him. He was in about sixty engagements and skirmishes and at no time did that generous heart, now stilled in death, grow faint; or that manly face blanch with fear.—Alas, he has gone, gone where,

"There lurks no treason, where no envy swells;
There grows no damned grudges, there are no storms,
No noise, but silence and eternal sleep."

How hard the fate that he who had passed through innumerable battles,

"Where, louder than the bolts of heaven,
Far flashed the red artillery,"

should, at last, fall at the hands of a brutal coward. The remains of our friend have been interred twenty-five miles from this city at New Market. On the spot where he sleeps "the sleep of death," he has bravely borne the flag of his country in the charge. There is not a loyal East Tennesseean who would not drop a tear upon the grave of the young patriot. In his death Tennessee has lost one of her best citizens.

To the wide spread grief of an entire community is added the unutterable woe of the orphan sisters of the deceased, bowed down with sorrow at the untimely death of an only and affectionate brother. May "He who tempers the winds to the shorn lamb," pour the oil of consolation upon the hearts which have been made to bleed at this afflicting dispensation of his providence.

He is gone! But, bereaved ones,

"On fame's eternal camping ground,
His silent tent is spread,
And glory guards with solemn round
The bivouac of the dead."

A Notorious Liar.

The Cincinnati Gazette recently published a severe article on Truman, correspondent of the New York Times, who has been writing home highly favorable accounts of the regeneration of the Southern rebels, and has severely rebuked the Radical papers. The Memphis Avalanch thinks he wont do even if he does puff the South. It says:

The New York Times has a correspondent by the name of D. C. Truman. The name is a misnomer for Truman tells falsehoods. He has recently been down South. During his peregrinations, he visited Memphis. While here he groped about the sewers of filth for morsels of petty scandal with which to feed the vitiated taste of his readers. To accomplish his dirty work he had to manufacture slanders. He writes about three of the late Confederate Generals, and tells a lie about one of them, and we presume all of them.

Hon. Rodney R. Butler.

This gentleman is Judge of the 1st Judicial Circuit, appointed by Governor Brownlow to fill the vacancy occasioned by the election of Hon. David T. Patterson to the U. S. Senate. For several weeks he has been holding court at Greeneville. The New Era of this place (Conservative) thus speaks of him:

"Judge Butler, besides being a genial, affable gentleman and a fine lawyer, is peculiarly fitted for the Judge's chair, by his celerity in the dispatch of business."

Choice Tobacco and Cigars.—A large and well selected stock, at wholesale and retail, can be found at King's Old Corner.
dec19-3m J. H. Fessenden & Co.

The Slanderer Cornered.

During our absence in Washington several weeks since, we saw in Northern Copperhead papers a letter copied from the Nashville Rebel-*Anti*-"Republican Banner," which *professed* to be written at Knoxville, under the anonymous signature of "H."

We sent by mail a short editorial in reply, which was published in the Whig, and in which we characterized the accusations against Gov. Brownlow, contained in this letter as wholly false and slanderous, without the slightest foundation. We said further that the writer of the letter was a "Liar, Scoundrel and Coward," and pledged ourselves to *demonstrate* that he was a "Coward" should he dare give his name.

The letter, which was lengthy, was a lame attempt to bring odium on the Governor, such as we see daily in rebel papers in Tennessee and elsewhere, both North and South. The only sentence which contained a charge specific and serious in character, and to which we thought it worth space to reply, was couched in the following language:

"On arriving at Knoxville, as agent of the Treasury Department, he (Gov. Brownlow) collected $80,000 worth of abandoned rebel property which he has never accounted for."

The writer of this Nashville rebel paper give this statement as originating with Esquire Andrew Knott, of this county, by whom it was made to John M. Fleming, Esq., of Knoxville, and whom this lying writer gives as his authority.

On the 23d inst., we called on Andrew Knott, and handed him the letter referred to. After reading it carefully, Mr. Knott said that it was an infamously false statement, and he would be glad to give a certificate to that effect.

We pointed out to him the sentence quoted as the only portion of the letter worth a reply.

On Monday the 26th inst., Mr. Knott gave us the following:

Knoxville, Feb. 26, 1866.

Sir:—I have carefully read the letter of the anonymous correspondent of the Nashville Republican Banner, writing from this city under date of Jan. 9th. In reply, I have to say that it is wholly false that I ever said to John M. Fleming, or any one else, that Gov. Brownlow as Agent of the Treasury Department, "collected $80,000 worth of abandoned rebel property which he has never accounted for." Nor have I ever said to Mr. Fleming, or any one else, that he had ever collected *one cent* for which he had not accounted. On the contrary, I do not believe that he has done so.

I will add that Mr. Fleming told me he had made no such statement.

I am, sir, very respectfully,
Andrew Knott.

To Col. John B. Brownlow, Editor Knoxville Whig.

Mr. Speaker Heiskell of the Legislature, one of the leaders of the opposition party to the Governor pronounces the charge a base falsehood.

From the establishment of the Custom House here cntil the Governor gave it up, (at which time the sale of abandoned property ceased) Mr. H. was in the office as Local Agent, and understands the manner in which it was conducted. Hon. S. R. Rodgers, (now Chancellor) was all the time an Assistant to the Governor, and gave his whole attention to the business. He publicly brands the traitorous charge as a base, unfounded calumny. We mention the names of Heiskell and Rodgers to show the character of men the Governor entrusted the public interests to.

We seldom notice this sort of gross aspersion of Gov. Brownlow. It is the penalty he pays for having dared to oppose treason and traitors and do his duty. It is the spirit of John Wilkes Boothe manifesting itself through safer instrumentalities than those which made Ford's theatre memorable, and linked the name of the traitor and assassin with eternal infamy. But the poisoned arrows aimed at Gov. Brownlow fall harmless at his feet.

We now notice the liar and scoundrel of the treasonable Nashville sheet because he writes from this place, or professes to, and gives the of names parties here as his authority who are responsible. We repeat the pledge, given weeks ago, to *demonstrate* that he is a Coward if he will give his name. And we say further that no responsible man in this community, however hostile his feelings toward the Governor, will *publicly* endorse the slander.

Judicial Officers.

The Governor has appointed a majority of all the Judicial officers of the State, and of the whole number not one is charged with a want of capacity or integrity. Those who differ with him on the great questions of the day are *compelled* to admit that his appointees are competent and honest. Then why this clamor from so-called conservatives for a proclamation from him ordering Judicial elections throughout the State? It is either because they want the "three loaves and two little fishes" or desire to see those get them of their own political party. They will fail in exciting any prejudice (on the part of Union people) against the Governor on this subject, by telling them the Governor usurps power in making these appointments and deprive them of an opportunity to vote for these officers. From the same men the people have heard the lamented Lincoln charged with "usurpation of power," in every effort he and a loyal Congress made for the suppression of rebellion.

The charge of "usurpation" against loyal officers, made by copperheads, has no more effect upon the loyal men of Tennessee than the whistling of the wind.

It has not been the effort or desire of Governor Brownlow to give satisfaction to *copperheads*. He would sooner repose confidence in the rebel who fired the first gun on Fort Sumter.

While the Judiciary is filled with honest, competent and loyal men, the loyal people will be satisfied and they will not find fault with the Governor because of his purpose to guard against the probability or *possibility* of the election of a batch of rebels for the Supreme Bench of the State, or of rebels for inferior judicial positions in disloyal sections. After our "franchise law" is tested sufficiently to guarantee the election of *loyal men* in all part of the State, the Governor will order elections, *and not until then.*

In both branches of our loyal Legislature, resolutions asking the Governor to order these elections have been voted down by large majorities. These Legislators represent the loyal men of the State.

Much time is consumed by the orators of *so-called* conservative meetings in discussing this subject, in the hope of accomplishing their purpose to have these elections.

We will inform them that their orations are useless. They had as well attempt to "whistle down the wind," or force a feather against the tempest by casting it from the hand as to accomplish their objects in this matter.

In no *loyal* section of the State has there been any difference of opinion among loyal men as to who should fill jndicial offices, except in the 4th and 17th Judicial Circuits. In this circuit, under the Governor's proclamation, the people elected their judicial officers.

In other circuits, where *loyal* men can be elected, the loyal people will have an opportunity to elect them, if they express to Gov. Brownlow their desire to do so. He claims to be the *servant* of the loyal people of Tennessee, but not of rebel sympathizers.

A Card.

Nashville, Tenn., Feb. 21, 1866.

To the Editor of the Press and Times:

Sir: I find the following paragraph in a letter, from "Alpha," correspondent of the Louisville Journal, to that paper, in reference to the late difficulty in the House of Representatives, between Mr. Speaker Heiskell and General Mullins, which I wish to correct:

"Mr. Jim Brownlow was on the floor, and it is reported that he handed Mr. Mullins a revolver, and by remarks did what he could toward making the affray bloody, and more disgraceful."

I was on the floor during the difficulty, having been called there on official business, which is frequently the case, and deny that I either "handed Mr. Mullins a pistol, or did what I could to make the affray bloody and more disgraceful. "Alpha" has either been badly deceived or wilfully reported an untruth. The following note from Gen. Mullins will speak for itself:

James P. Brownlow.

House of Representatives,
February 21, 1866.

General Brownlow, Adjutant General's Office, Nashville, Tenn.:

Dear Sir: In answer to yours of this date, asking a statement from me whether you gave me a pistol or any other instrument, or whether you were urging me to commit any violent acts on the day alluded to, to-wit: in the House of Representatives, Friday, 18th inst., and I answer, you did not give or offer to give me a pistol or other instrument, on said occasion; neither did you urge me to do any ungentlemanly act, and he that says otherwise is either mistaken or wilfully lies.

I am, General, yours truly,
James Mullins.

Special Nashville Correspondence.

Nashville, February 23d, 1866.

Mr. Editor:—I propose to give you a few items from the Capitol of our State, and the first shall be in regard to the weather. We have had a cold snap—the coldest of the season for this region—it has continued with unabated force for days. The rigor of it has been greater at the North than for years—it has obstructed railroads, delayed trains, and blockaded rivers and canals. The cold weather is general throughout the West, South-west, at the North, and in the East. The thermometer has been ranging below the freezing points, and meet who you will, the exclamation is, "It is exceedingly cold."

A few words as to Nashville. Money matters are tight, and trade is dull, all parties suffering from the withdrawal of the paymasters, and their millions of greenbacks. The worst is yet to come, and come it must. The developments in the several courts held here this winter, including the Supreme Court, shows a great deal of indebtedness, and no little insolvency. Let a financial crash come, and many will go by the board now supposed to be capitalists. And come or not, the scarcity of money and the dullness of business will close out some. Rents are too high, clerk-hire is exorbitant, and living is costly beyond conception.

The bill winding up the Bank of Tennessee and Branches is a law, authorizing the Governor to nominate six Directors for confirmation by the Senate, who shall elect a President, Cashier and Clerk, and appoint Attorneys in all the Districts. The Governor has nominated a sterling Board of loyal men, who will put the institution through. The bill provides that first of all, the full amount of the School Fund, $1,500,000, shall be secured. This gives great offense to that class of men who have been buying up the issues of the Bank at 25 and 30 per cent., expecting to realize fortunes. The Legislature is right—let the poor children be taken care of, who have been kept from school for five years by the war of the traitors, who stole the school money and went South, living off of it, and speculating in cotton.

A bill has passed the Senate, and will doubtless pass the House, increasing the salaries of Circuit and Chancery Judges to $3,000, and that of the Supreme Judges to $3,500. This is as it should be, and will secure the services of able and honest men. The country and the Judges are greatly indebted to the Governor for this increase of pay, for he has fought for it nobly from the day he was inaugurated. He found the Judges with the poor salary of $1,800, and he at once struck for higher wages for them.—The old readers of the Whig will recollect that he has advocated this increase for years.

For at least a week past, the doings of the minority in the House have been most disgraceful. They have sought by revolutionary means to defeat legislation, and *fifteen* men of this cast have sought to control *forty-five.* Col. Duggan, Mr. Raulston and others, have convinced the Speaker that he has power to bring in absentees, but whether he will *stay convinced* is the point. The State Constitution, Art. 2, Sec. 11, thus defines the power of the Senate and House:

"Two-thirds of each House shall constitute a quorum to do business; but a smaller number may adjourn from day to day, and *may be authorized by law to compel the attendance of absent members.*"

Producing this and other authorities from Parliamentary Law, brought forth the following warrant:

House of Representatives,
Speaker's Desk, February 19, 1866.

To the Principal Doorkeeper (or his Assistant) of the House of Representatives of the State of Tennessee:

You, or either of you, are hereby commanded to bring, or cause to be brought to the bar of this House, such of the following named absentees as you can find:

N. Brandon, of Stewart; Asa Faulkner, of Warren; J. R. Hood, of Hamilton; A. D. Micks, of Dickson; C. M. Ordway, of Giles; W. P. Scales, of Dyer; Wm. Simmons, of Franklin; A. A. Steele, of Marshall; W. W. Willis, of Hawkins; A. R. Wynne, of Sumner; and Samuel P. Walker, of Shelby.

Given under my hand and seal, the day and year aforesaid.

William Heiskell,
Speaker of the H. of R.

Under this warrant the absentees were arrested and brought before the House, which brought the House up to a quorum again. The Speaker discharged them at once, and two or three of them got up and made defiant speeches, and distinctly asserted that they did not intend the franchise bill should become a law!

Wednesday afternoon, 21st inst., there being a quorum, Mr. Blackburn offered the following:

Whereas, The following named persons, to-wit: James R. Hood, of the county of Hamilton; A. E. Garrett, of Overton; A. R. Wynne, of Sumner; and William Simmons, of Franklin, have on divers occasions shown the most utter contempt and disrespect to this House, and the State of Tennessee, by absenting themselves without leave, for the purpose of defeating an important measure, now pending before this body, and

Whereas, Such conduct is seditious and revolutionary in its character, and dangerous to free Government, and is a contempt to the House, and disrespectful to the State of Tennessee; therefore, be it

Resolved, That the aforesaid persons are hereby declared expelled from this body, and their seats vacant, and that the Governor be requested to issue writs of election, to fill said vacancies.

The mutineers left the House, and again reduced it below a quorum. A motion to issue a warrant for their arrest was made, but the Speaker refused to entertain it—said members had a right to decide the question of voting for themselves. The Speaker has satisfied every candid man that he is with the disorganizers. So the affair stands over to this day. What is to come next, no one can predict. Since writing the foregoing five of the mutineers are said to have handed in their resignation, which destroys the quorum, and as these men hope, and as their rebel advisers hope, will dissolve the General Assembly. In this they will be sadly disappointed.

The Great Rebel Convention has come and gone. It was a large gathering, and it is safe to say two-thirds of all in attendance were rebels and rebel sympathizers. They opened the ball at 11 o'clock, and adjourned *sine die* at 4 o'clock. It was of short duration, and is regarded as a failure.

Hon. W. B. Stokes notified the audience, at the time of adjournment, that he would speak to the other side of the question at night. A large audience turned out, and Stokes spoke for two hours, making a most *telling* speech. He reviewed the Convention of the day, and exposed it with a master hand, as an out and out rebel concern—said the rebels were at their old tricks, trying to bring on another rebellion. Look at this Convention! They had made a McClellan man President—they had opened their exercises with prayer by a rebel preacher who had been sent through the lines by Gen. Rosecrans—they had appointed a man Secretary who had cast the vote of a Congressional District for Jeff. Davis and Stephens! They had no stars and stripes in their Convention—they made no mention of the martyred Lincoln—they made no allusion to the United States Army and Navy—they passed no eulogy upon Gen. Thomas for saving this city—they had no good words to utter in favor of the brave officers and soldiers who saved the Union! And yet, said Stokes, this professes to have been a *loyal Union Convention.* True, they had adopted resolutions censuring the majority in Congress—they *hissed* General Joseph A. Cooper when he attempted to speak, although he was one of the gallant defenders of Nashville but little more than a year ago! They had endorsed Andrew Johnson, and they had clapped and shouted over his veto of the Bureau Bill, but it was not because they loved Johnson, but because they rejoiced over the prospect of a quarrel between him and Congress, and the party that elected him. This they called a Union Convention—God deliver him from such Unionism! Stokes made a great speech, and all admit its effect to have been great.

Observer.

Rebel Abuse.

The Mobile (Ala.) Register denounces Governor Brownlow after the most approved style of bellingsgate and characterises all the newspapers in Tennessee which sustain him as "rotten at heart and to the core, and traitorous to the true and noble principles of the Union and the Constitution."

The editors of the Register are bloody-handed traitors to the Union and Constitution and aided materially in bringing on the war. In noticing their denunciation of the Union press of Tennessee and the Governor, the Cincinnati Commercial (conservative) facetiously discourses after the following style:

"It is wonderful how devoted to the Union and Constitution those reconstructed papers are. One would suppose they had never deserted them when imperiled by armed hosts of traitors, and that Brownlow had been engaged in a war to overthrow them. *Such devotion is affecting.*"

Our Dime Cigar.—Try it. King's Old Corner. jan3-2m J. H. Fessenden & Co.

Progress of the "Little Rebellion"—The Mutineers in the Legislature.

The mutineers in the House of Representatives, whose disgraceful and inexcusable conduct it was our painful duty to censure on Saturday and yesterday, continued to prosecute their "little rebellion" yesterday, in contempt of the Legislature, in contempt of their fellow-members of both parties, in contempt of parliamentary rules, sanctioned by the unbroken observance of more than five centuries, in flagrant contempt and heartless disregard of the interests of the people.

The bill foots up, at the present time, as follows:

The Mutineers to the People of Tennessee, Dr.	
To three days speaking against time	$1,020
To Friday's mutiny	340
To Saturday's mutiny	340
To Monday's mutiny	340
Total	$2,040

The entertainment ought to be a valuable one to justify so profuse an outlay of the people's money.

The roll was again called yesterday, and fifty-four answered to their names. The Speaker ordered the Doorkeeper to bring in the absentees, and as if rather disgusted with the outrageous insolence of the absentees, remarked to that officer: "Do your duty, and let us have no more child's play about it!"—Nearly every body thought that there had been a great deal too much child's play already.

Mr. Duggan argued that, as there were only eighty-one members belonging to the House, fifty-four made up a quorum, which we had already, but the Speaker ruled otherwise.

Mr. Raulston urged that if the absentees still refuse to come, let us declare their seats vacant and save expense to the State. We were informed this morning that the prisoners at the penitentiary were without provisions, and supplies could not be furnished without money. The prisoners were in danger of starvation from the rebellious course of the absentees, for no appropriation could be voted.

The Speaker said he would suggest to the Doorkeeper to make the following return in regard to the absentees: "Strict search made, and the parties not found, or refuse to come."

He hoped that members would not instruct him to pursue any course which would wound the feelings of the absentees, or to issue any order of a degrading character.

Mr. Raulston said he saw nothing degrading or insulting to any man to compel him to obey the laws. If a negro guard were sent after him, he would not feel insulted, but would obey.

Mr. Moss made some remarks, the substance of which was that as the majority had tried to gain their point and failed, they should yield, and seek to compromise with the minority. He thought this was a time for some Clay or Webster to step forth if there was one in the house.

Mr. Raulston said that was the very talk of 1861, which brought on the rebellion. The minority would not obey the majority. If this House had any power, in God's name let it enforce the rules, and assert its authority. If he belonged to the minority he would vote against the franchise bill, like a man, and not skulk off like a secessionist. If these absentees wont vote, then let them resign, and the people will elect better men in their places. No Clay or Webster was needed to settle a difficulty so plain as this.

Col. Patton said that he had no compromise to make with men who trampled all law under foot; he had no use for rebels or revolutionizers. Let us stand strictly to the rules, and attend to our duty.

Mr. Raulston said that this was the "little rebellion" he supposed, of which one of the rebels in this city had spoken. Well, if the rebellion came on he wanted to carry out Andrew Johnson's maxim, which he taught us here so often, that "*treason must be made odious and traitors punished.*"

Mr. Mullins followed in a speech of great vigor and severity against the mutineers. If the enemies of the State Government who were engaged in this most disgraceful, infamous interruption of legislation, thought that they could mould in the fires of this dissention the key which would unlock the doors of Congress for the Tennessee delegation, they would soon find out their mistake. The record of this meeting would stand like a flaming sword to shut them out of that Eden. The conduct of the absentees was utterly without parallel. He heard the member from Hamilton (Hood) tell another member to leave on Friday and break up the session, and the member from Marshall (Steele) asked another one to leave the House. The disorganizing leaders went flitting about the chamber like filthy bats, stirring up mischief. And this was done on the inauguration of a civil government, by professed friends of the people! This was the first step in the little rebellion of which we had heard, which is to turn Gov. Brownlow and this Legislature out of doors, and reinstate the rebel leaders. The Union men are, it seems, to be sold out, as the State was sold out by Gov. Harris' rebel Legislature, to Parson Hilliard, of Alabama. These seditionists will soon be held up to the whole country for execration worse than that which followed Arnold and Iscariot.

The members listened with deep interest to the remarks of the speakers, and it was evident that there was in their hearts a deep-seated indignation against the little faction who were trifling with them in so reckless a manner. In the afternoon, Mr. Duggan made another one of those brief but logical speeches which he knows so well how to make. He asked if a little insurrectionary faction should control fifty-four members of the Legislature, and block the wheels of Government? They tell us virtually that we shan't pass any laws until we succumb to them! Is there no remedy for this evil? The absentees pay no respect to an ordering summons, and new the House should resort to an order of arrest.

The Speaker said he had urged three of the absentees to attend, but they replied that they could not sit by and see a law so oppressive as the franchise law established over their constituents. He deprecated any extreme measures, for if any evil consequences should follow he would feel himself responsible. The majority have it in their power to pass this law, but they had better pass it in such a shape that all will admit its legality. He had a suggestion to make to the House. A Convention would meet here on the 22d inst. He advised the members of this body to wait until after its adjournment and then pass the law. He thought this would not be conceding too much by the majority (!!!). The response to this suggestion of the Speaker was a universal low chuckle, amounting in some instances to considerable laughter on the part of the Union members. Why we could not exactly understand, unless they supposed that the Speaker meant to hint that the Convention would be willing to draft another franchise bill in lieu for the Legislature.—The Speaker continued that he thought the bill would pass, and he would be one of the first to obey it.

Mr. Willis, one of the absentees, here made his appearance and handed in his resignation.

Mr. Duggan replied to the Speaker, that he knew of no other way to settle this matter than to offer a motion to the House to instruct the Speaker to issue a warrant to compel the absentees to appear and show cause for their absence from their seats. The Speaker said he would issue the warrants for arrest, very reluctantly and unwillingly.

Mr. Garrett, another of the absentees, now made his appearance in the House and handed in his resignation. The Speaker said, that as there was no quorum present, neither of the resignations could be acted on this evening. The Doorkeeper having received the warrant from the Clerk, immediately served it upon Messrs. Garrett and Willis.

SPEAKING AGAINST TIME.

In order that the people may see what reasons the mutineers have to complain of the enforcement of a gag-law by the movement of the previous question, we give the following list of speakers on Tuesday, Wednesday, Thursday and Friday last, and the time occupied by each:

AGAINST THE FRANCHISE BILL.

Hood	6 hours.
Garrett	3 hours.
Steele	3 hours.
Elliott	1 hour.
Total	13 hours

FOR THE BILL.

Waters	1½ hours.
Wines	½ hour.
Total	2 hours.

And this after a debate in the newspapers and in the Legislature of over eight months, on the subject of restricting the franchise. Nothing is more certain than that the leaders of the minority did not want to discuss the bill. They hoped to stave it off till after the Convention of the 22d, and then defeat it by outside pressure. The following is a list of absentees without leave on Friday, Saturday and Monday, as furnished us by the Clerk of the House.

ABSENT ON FRIDAY, 16TH OF FEBRUARY.

Barton, Brandon, Bledsoe, Faulkner, Garrett, Hood, Marable, Nicks, Ordway, Scales, Simmons, Steele, Warren, Willis, Wynne—15.

ABSENT ON SATURDAY, 17TH OF FEBRUARY.

Brandon, Garrett, Hood, Nicks, Ordway, Scales, Simmons, Steele, Walker of Shelby, Wynne—10.

ABSENT ON MONDAY, 19TH OF FEBRUARY.

Brandon, Bledsoe, Faulkner, Garrett, Hood, Marable, Nicks, Ordway, Scales, Simmons, Steele, Walker of Shelby, Willis, Wynne.—14.

One thing is certain, the Union men have surveyed the whole field, and will not yield one inch on this point. They are determined to fight it out on principle if it takes all spring and summer.—*Nashville Press and Times.*

University of Albany,
Law Department,
January 24th, 1866.

At a meeting of the *Dean Club*, held in the University Hall, January 24th, 1866, the committee on resolutions, consisting of Gen. O. H. LaGrange, Hon. Allen Tenney, and Henry C. Matterson, Esq., reported the following preamble and resolutions, which were unanimously adopted:

Whereas, Our esteemed classmate, Henry R. Gibson, has recently passed a highly creditable examination before the Supreme Court of this State, and been admitted to practice after a period of study much shorter than is usually occupied, and is now about to leave us for the purpose of entering upon the practice of his profession. Therefore, *Resolved,*

1st. That the members of the *Dean Club* tender to Mr. Gibson a vote of thanks for his thorough and able discusion of the legal questions that have come before this Club for consideration, and that with high appreciation of his professional ability, and his character as a man, we cordially commend him to the patronage and confidence of the community to which he may enter upon the practice of his profession.

2d. That the Secretary of the Club be instructed to furnish a copy of these resolutions to Mr. Gibson, and also send a copy to the Knoxville Whig for publication.

[Signed] Geo. P. Holman, President.
S. A. Foley, Sec'y.

Decision of the Supreme Court.

WILLIAM AND T. F. FOSTFR, vs. J. H. AND E. SMITH.

At the March term, 1861, of the Circuit Court for Smith county, this cause was submitted to a jury, who rendered a verdict in favor of the defendants, upon which a judgment was pronounced. The plaintiffs moved for a new trial, which was refused, and they have appealed to this court.

The declaration contains three counts. The first charges the defendant as common carriers, for failing to deliver, according to promise, a lot of wheat. The second charges that, in consequence of the carelessness, negligence and fraudulent conduct of the defendants as common carriers, the wheat was lost. The third and last count charges the defendants with a conversion of the wheat, and sacks containing it.

It appears from the record that one H. C. Seymore was the agent of the plaintiffs during the year 1857, for the purchasing of wheat and other grains for the mill and distillery of the plaintiffs in Nashville, and as such had authority to appoint and employ sub-agents for that purpose, and in the exercise of the power vested in him, did appoint one Corden as such sub-agent, and authorized him to purchase, pay for, and ship to Nashville, for the use of plaintiffs, wheat and other grains.

Corden proceeded, under authority and in pursuance of instructions from Seymore, to purchase a lot of wheat, and contracted with defendants for the shipment and transportation of the same from Trousdale's Ferry, and other points on the Caney Fork river, to Sanders' Ferry, on the Cumberland river. The boat and most of the cargo sunk in three feet of water at the mouth of Caney Fork, about three-fourths of a mile above Sanders' Ferry. The defendants took the wheat out of the water and sold or otherwise disposed of it to their own use.

Upon the trial of the cause, the plaintiffs insisted the defendants had failed to deliver the wheat at Sanders' Ferry, according to the terms of the contract, and that the sinking of the boat and cargo was owing to the carelessness, negligence, and fraudulent conduct of the defendants. The defendants insisted the terms of the original contract, as to the place of the delivery of the wheat, had been changed, and that in pursuance of the terms of subsequent contract it was delivered at the mouth of Caney Fork, and had, in fact, been received by Corden; that the sinking of the boat was owing to the unskillful manner of unloading the boat after Corden had received the wheat, and that after the sinking of boat and cargo they purchased the wheat from Corden, in consideration of a small sum due them for transportation, and upon all these points both parties offered proof. But it is believed all the facts necessary to raise the questions presented for our consideration have been recited.

It does not appear that Corden at any time communicated to the defendants the facts of his agency, or that defendants had in any manner acquired any knowledge of the fact that he was only an agent and not the principal and real owner of the wheat.

The Circuit Judge charged the jury: "If Corden dealt with defendants for himself, or under circumstances which would satisfy a reasonable man that he was dealing for himself and not for plaintiff, then before plaintiffs could maintain any action against defendants the defendants must notice plaintiffs' interest in the transaction."

The Judge further instructed the jury that "the principle applies to all the counts in the declaration." This, it is insisted, is erroneous, and we do not believe the rule as laid down by his honor, the Circuit Judge, can be sustained either upon principles or by authority.

In cases arising upon contracts the principal is bound by the acts and contracts of his agent, done with his consent or by his authority, or satisfied and adopted by him, and in such cases there arises a reciprocal obligation to the principal on the part of the third person with whom such contracts are made, and for whose benefit it, and with whose consent such acts are done, and in all such cases the general doctrine is that the principal, as the ultimate party in interest, is entitled, as against such third person, to all the advantages and benefits of such acts and contracts of his agents. And it will make no difference in such cases that the agent is a factor, acting under a *del creden* commission, nor that the principal at the time of entering into the contract is unknown or unsuspected, nor that the third person has dealt with the agent supposing him to be the sole principal. The only effect of the last consideration is that the principal will not be permitted, while insisting upon the contract, to intercept the right of such third person in regard to the agent, but he must take the contract, subject to all the rights of such third person, in the same way as if the agent was the sole principal, and subject to these rights the principal may generally sue upon such contract in the same manner as if he had personally made it. Neither can it make any difference that the contract be of that character that the agent may maintain a suit upon it in his own name.

In cases where a third person deals with an agent supposing him to be the principal, and without any knowledge that the property involved in the transaction belongs to another such third person, may acquire rights which will be protected, and to this end it can make no difference whether the action be in the name of the principal or agent. The right to sue upon the contract entered into by the agent within the scope of his power, and to the enjoyment of all its benefits and advantages by operation of law, flows to the principal, though he may be unknown, and the fact that the third person dealing with the agent believing him to be the principal, cannot defeat the rights of the principal. Neither will the fact that the name of the principal was concealed while such third person was induced to contract with the agent, believing him to be the principal, be permitted to defeat the rights of such third person under or growing out of such contract, even though the action be brought in the name of the principal; and in all such cases it may be said the principal "steps into the shoes of the agent."

When a party has entered into a contract under the assumed character of an agent, either concealing or falsely representing the name of the principal, when in fact he was himself the principal and party for whose benefit he had, under the assumed character of agent, made the contract, it has been holden he cannot maintain an action upon such contract as principal without having first given to the other party notice of his real character, upon the ground that the plaintiff had misled the defendant by assuming a situation which did not belong to him, and therefore was bound to undeceive the defendant before bringing his action.

But we know of no other class of cases in which the principal may not maintain his action upon the contract entered into by his agent in his own name, as well without as with having given notice to defendant of his interest.

It will be observed that the principles to which we have referred are applicable to actions purely *en contractu.*

The third count in the declaration alleges the *tortious* conversion of the property of the plaintiffs by the defendants. The proof is clear that the defendants had sold and otherwise disposed of the wheat to their own use, consequently the rule that in some cases notice or demand is necessary to make out a conversion does not apply to this case. And we are wholly at a loss to conceive of any principle upon which a defendant can be permitted to insist that, although I may have been guilty of the illegal and wrongful seizure of the property of A, but at the time I do so I had good reason to believe it belonged to B, and did not know that it was the property of A, therefore A, the rightful owner, cannot maintain an action against me to recover the value of his property until he shall first have given me notice of his interest in the property. And the fact that the defendant may have found the property in the hands of the agent, and may, prior to the conversion, have had some dealings with him concerning it without the knowledge of his agency, or that the property belonged to the plaintiff, cannot, as we believe, impose upon the true owner the necessity of giving notice to the defendant of his interest in the property before bringing his suit.

To hold the law to be as charged would, as we believe, be productive of much mischief, and defeat the ends of justice.

The Circuit Judge charged the jury further:—"That if Corden was the agent of plaintiffs to purchase wheat and ship it to them, and it was sunk in the river, in the opinion of the court such agency would confer the power to take care of it, or sell and dispose of it so as, in his opinion, best to promote the interest of his principals, and if he did so dispose of it, it was binding upon the principals."

This it is also insisted is erroneous, and we confess the question is not entirely free from difficulty, almost all the rules bearing upon this question are subject to exceptions. The difficulty is not in determining what are the general rules, but whether this case falls within the exceptions—Corden was a special agent, having express power to buy wheat and other grain, pay for it, and ship it to Nashville, for the use of the plaintiff, but to do nothing further, and unless the contrary appears to have been the intention of the parties, his agency will be constructed to include all the necessary and useful means of executing it with effect.

It is not insisted that the power to sell is incidental to the power to buy and ship, or that the power to sell is necessary to enable the agent to execute with effect the express power conferred, nor is it insisted that under ordinary circumstances, the agent Corden had any power to sell the wheat, but it is insisted that an emergency had arisen, the wheat was in the water, the danger of its total destruction and loss was imminent, and that Corden derived a power to sell from an impending necessity.

It is true, that under extraordinary circumstances, an agent may be justified in assuming extraordinary powers, and his acts fairly done under such circumstances will be binding upon his principal, but it does not follow as a corollary, that under extraordinary circumstances, an agent may assume any or all extraordinary powers, and by his acts bind his principals—hence it is important to observe the character of powers, which may, under such circumstances, be assumed, and the incidental relationship which they bear to the powers actually conferred.

Thus it is said, a factor will be justified in deviating from his orders, directing him to sell at a stipulated price, if the goods are of a perishable nature, and the sale is indispensable to prevent a total or further loss. Here the extraordinary power assumed by the agent is, not to sell; that had been expressly conferred, but to deviate from his orders in accepting a price differing from the one stipulated by his principles. "If goods are perishable and perishing," or "if they are accidentally injured and must be sold to prevent further loss," the agent may deviate from his instructions as to the time or price at which they are to be sold. Here, however, another difficulty springs up, that of determining whether these latter cases apply to questions as between the principal and agent in determining the duties and obligations of the agent to the principal, or as between the principal and third persons in determining the binding validity of the acts of the agents.

It is said the master of a ship in cases of necessity, acquires a superinduced authority over the ship and cargo, which does not belong to his general agency, and circumstances may arise under the necessities of which he would be authorized to sell both ship and cargo, but it seems to us the better opinion is, this is an incidental power pertaining to his office as master of the ship, conferred upon him by usage, which may be exercised in cases of necessity, and in no other instance as we believe may an agent assume a power as distinct from, and independent of the power conferred, as the power to sell is from the power to buy and ship, and by his acts in the exercise of such assumed power bind his principal.

We think Corden had the power under the circumstances, to take care of the wheat, and to employ hands or such other means as may have been necessary to have it taken out of the water and preserved, for the purpose of preventing a total injury or total loss, and to this extent his principals would have been bound by his acts. But we are of the opinion he did not have the power to sell the wheat, because of anything apparent in the record.

It may be true that an agent may acquire such an interest in the property as will authorize him to sell it, but no such interest is shown to have existed in this instance. Hence the principle does not apply. Neither was the charge given with reference to any such supposed interest, but was given with reference alone to the extraordinary powers which it was supposed the agent might rightfully exercise, under the supposed emergency.

But another question is presented in this record for our consideration. The defendant caused to be taken and placed on file the deposition of one M. L. Grasty, to the reading of which the plaintiff excepted.

Because the deposition of the some witness had been previously taken by the defendants, which had been excepted to and excluded, and that this deposition had been taken without the filing of any other additional interrogatories or giving any notice of such having been filed subsequently to the rejection of the original deposition, and because no notice had been given to the plaintiffs of the time and place of taking the same.

The record is singularly defective, and its inspection might serve as a useful commentary upon the prevailing carelessness, which has everywhere crept into our presence, or the imperfect, confused, and bungling manner in which records are frequently transcribed. The caption and the deposition on its face shows it was taken upon interrogatories—but from whence they came, what they are, by whom, whence, or where they were filed, does not appear—they do not accompany the deposition, nor are they transmitted into the record, nor does it appear, except from the exception itself, that any interrogatories have ever been filed in the cause, or that any notice of such has ever been given. The caption recites that it was taken in Pope county, in the State of Illinois, on the 14th day of June, 1859, and the certificate of the Justice of the Peace appended to the deposition is dated on the 24th day of October, 1859, a period of more than four months after it purports to have been taken, and although the reading of the deposition was expected to, because it had not been filed in time, the record fails to show when it was filed, or when the exceptions were filed, but it does show that on the 25th of March, 1861, the Clerk sustained the exceptions first above mentioned, from whose action the defendants appealed to the Court, who overruled the exceptions, and that the deposition was read.

If, from what has been stated, it can be said to appear the deposition has in fact been taken upon interrogatories filed in the cause, and under the circumstances as stated in the exceptions, we think that the filing of interrogatories and giving notice thereof under section 3855 of the Code, is in lieu of the notice of the time and place of taking the deposition required by other sections of the Code; and when the deposition of the witness has been once taken upon such interrogatories, all the efficacy of such interrogatories and notice in giving the party the right to take the deposition is exhausted, and the party has no right to retake the deposition for any cause without refiling the original, or filing additional interrogatories and giving the opposite party the notice as required by the section of the Code before referred to, and, therefore, the exception should have been sustained. And if the deposition was not taken upon interrogatories, and in the manner as stated in the exception, then plaintiff's exceptions, for want of notice, was well taken, and should have been sustained. We think the court erred in overruling the exceptions, and in permitting the deposition to be read.

The judgment of the Circuit Court will be reversed, and the cause remained for a new trial.

HAWKINS, Judge.

Attest: J. G. Frazer, Clerk.

The Virginia Senate has passed a bill fixing the salary of the Governor of that State at $5,000 per annum.

All the Generals in the Revolutionary army were masons, except Benedict Arnold.

Fine Cigars at retail and wholesale, at King's Old Corner. dec203m

The cheapest and best Tobacco and Cigars in the city, at King's Old Corner.
jan3-2m J. H. Fessenden & Co.

J. S. VAN GILDER, Agent,
KNOXVILLE, TENN.

STATEMENT OF THE CONDITION OF THE

TRAVELERS' INSURANCE CO.

OF HARTFORD, CONN.,

On the Thirtieth day of December, 1865.

1st. The name of this Company is The Travelers' Insurance Company, is located at Hartford, Conn, and was incorporated June 17, 1863.

CAPITAL.

2d. The amount of Capital Stock is		$500,000 00
3d. " " " paid up is		500,000 00

ASSETS.

	Par Value.	Market Value.	
4th. Cash on hand and in Bank		$21,930 20	
Cash in hands of Agents, and in course of transmission		30,000 00	
			$51,930 20
Amount loaned on Personal security		64,200 00	
			64,200 00
Accumulated Interest on Loans		7,534 74	
			7,534 74
Stocks and Bonds, as follows, viz:			
U. S. "Sixes of '81,"	$50,000	$52,500	
" Seven Thirties	250,000	246,875	
Certificates of Indebtedness	40,000	39,300	
25 Connecticut State Bonds, 6 per cent	25,000	23,750	
5 Wisconsin State Bonds	5,000	4,700	
20 Tennessee State Bonds	20,000	17,800	
10 M. S. and N. Ind. R. R. Bonds 7 per cent	10,000	8,800	
10 Chicago and N.W.R. R. Bonds, 7 per cent	10,000	8,500	
20 Chicago Water Loan Bonds	20,000	19,200	
100 Shares American National Bank Stock, Hartford	5,000	5,400	
100 Shares City National Bank Stock, Hartford	10,000	10,600	
145 Shares Phœnix National Bank Stock, Hartford	14,500	17,980	
100 Shares Far's & M's National Bank Stock, Hartford	10,000	12,100	
50 Shares New Britian National Bank Stock, New Britain	5,000	5,000	
100 Shares Nassau National Bank Stock, New York	10,000	11,000	
100 Shares Fourth National Bank Stock, New York	10,000	10,000	
			493,205 00
Total Assets			$616,869 94

LIABILITIES.

5th Liabilities to Banks, or others due or not due	None.	
6th Losses adjusted and due	None.	
7th Losses either unadjusted or 8th Adjusted and not due	$15,000	
9th Losses in suspense, waiting further proof	None.	
10th All other claims against the Company	12,350	
		27,350 00
		$589,519 94

11th. The greatest amount insured in any one risk is $10,000, except in special cases.

J. G. BATTERSON, President,
RODNEY DENNIS, Secretary.

STATE OF CONNECTICUT, County of Hartford. } ss.

Hartford, Conn., Jan. 12th, 1866.

Then personally appeared James G. Batterson, President, and Rodney Dennis, Secretary, and severally made oath that the above Statement by them subscribed, is true according to their best knowledge and belief.

CHAS. E. WILSON, Notary Public.

STATE OF TENNESSEE, Comptroller's Office, Nashville January 10th, 1866.

I, S. W. Hatchett, Comptroller of the Treasury, do hereby certify that the Traveler's Insurance Company, located at Hartford, in the State of Connecticut, has produced to me satisfactory evidence that said Company, has complied with all the requirements of the laws of the State of Tennessee, imposed on Insurance Companies, and I further certify that Jno. S. Van Gilder, Agent of said Company has also complied with the requirements of the laws of the State, made and provided in such cases: Wherefore, said Traveler's Insurance Company has authority to take risks and transact the business of insurance in this State, at Knoxville.

S. W. HATCHETT, Comptroller, Tenn.

Policies issued against accidents by application to
J. S. VAN GILDER, Agent,
feb28-3t Knoxville, Tenn.

W. H. LILLARD,
Wholesale and Retail Grocer,
DEALER IN
CLOVER SEED,
TIMOTHY SEED,
BLUE GRASS SEED,
And all kinds of
Choice Groceries,
West side Gay Street, between Cumberland and Church,
KNOXVILLE, TENN.
feb28tf.

CHANCERY COURT—KNOXVILLE.

John Williams, Adm'r, &c., vs. J. W. Percy and others.

THE FOLLOWING NAMED RESPONDENTS being non-residents of this State, as charged in the "bill of reviver," that is: William B. Napton, Thos. L. W. Napton, John Napton, James S. Napton, Charles McC. Napton, Harry P. Napton, Mary L. Napton, Wellington Napton, Lewis W. Napton, Franklin V. Napton. It is ordered that publication be made for four successive weeks in Brownlow's Whig, notifying said defendants to appear before the Chancery Court at Knoxville, on the first Monday of April next, then and there to make defense to the bill, or the same will be taken for confessed as to them, and set for hearing ex parte. A copy of the order. D. A. DEADERICK, C. M.

Bruce & Cook vs. John H. Parker and others.

THE DEFENDANTS, JNO. H. PARKER and George Parker, being non-residents of Tennessee, as stated in the bill: It is ordered that publication be made for four successive weeks in Brownlow's Whig, notifying said defendants to appear before the Chancery Court at Knoxville, on the first Monday of April next, then and there to make defense to the bill, or the same will be taken for confessed as to them, and set for hearing ex parte. A copy of the order.
D. A. DEADERICK, C. & M.

E. M. Pattisan and others vs. A. Davidsohn and others.

THE DEFENDANT, A. DAVIDSOHN, being a non-resident of this State, as charged in the bill: It is ordered that publication be made for four successive weeks in Brownlow's Whig, notifying said defendant to appear before the Chancrey Court at Knoxville, on the first Monday of April next, then and there to make defense to the bill, or the same will be taken for confessed as to him, and set for hearing ex parte. A copy of the order.
D. A. DEADERICK, C. & M.

Hugh Garner, Ex'r, vs. Joseph Cox and others.

THE RESPONDENT, JAMES COX, being a non-resident of the State of Tennessee, as shown in the bill: It is ordered that publication be made for four successive weeks in Brownlow's Whig, notifying said defendant to appear before the Chancery Court at Knoxville, on the first Monday of April next, then and there to make defense to the bill, or the same will be taken for confessed as to him, and set for hearing ex parte. A Copy of the order.
D. A. DEADERICK, C. & M.

R. M. Bartlett & Co., vs. Baldwin & Wilson.

THE DEFENDANT, MARY J. BALDWIN, being a non-resident of the State of Tennessee, as stated in the bill: It is ordered that publication be made for four successive weeks in Brownlow's Whig, notifying said defendant to appear before the Chancery Court at Knoxville, on the first Monday of April next, then and there to make defense to the bill, or the same will be taken for confessed as to her, and set for hearing ex parte. A copy of the order.
feb28-4t D. A. DEADERICK, C. & M.

CIRCUIT COURT—NEWPORT.

Thomas E. Flinn vs. John Thomason.

IT APPEARING FROM THE AFFIDAVIT of the plaintiff in this cause, that the defendant has removed himself beyond the limits of the State of Tennessee, or so conceals himself that the ordinary process of law cannot be served upon him: It is ordered that publication be made for four successive weeks in Brownlow's Whig, notifying said defendant to appear at the Circuit Court for Cocke county, at the court house in Newport, on the first Monday after the fourth Monday in March next, then and there to plead, answer, or demur to the suit and demand of the plaintiff, or the same will be taken for confessed as to him, and proceeded with ex parte.
feb28-4t H. H. BAER, Clerk.

CHANCERY COURT—JAMESTOWN

James M. Wright, Adm'r of Andrew McGinnis, dec'd, vs. David Delk, et als.

THE DEFENDANTS, WM. BARTELSTON and R. F. Bryson, being non-residents of the State, and Wm. Murray and Sarah his wife, W. L. Atkinson and Elizabeth his wife, whose residences are unknown, as charged in the bill: It is ordered that publication be made for four successive weeks in Brownlow's Whig, notifying said defendants to appear before the Chancery Court at Jamestown, on the 2d Monday of April next, then and there to make their defense to the bill, or the same will be taken for confessed, and set for hearing ex parte as to them.
pf 5 B. O. BOWDEN, C. & M.

INJUNCTION.

James M. Wright, Adm'r of Andrew McGinnis, dec'd, vs. David Delk, et als.

THE DEFENDANTS, WM. BARTELSTON and R. F. Bryson, being non-residents of the State, and Wm. Murray and Sarah his wife, W. L. Atkinson and Elizabeth his wife, whose residences are unknown, as charged in the bill, and an Injunction having been granted: It is ordered that publication be made for four successive weeks in Brownlow's Whig, notifying said defendants, and all other persons having claims against the estate of Andrew McGinnis, dec'd, that they are enjoined from instituting or prosecuting against said James M. Wright, Adm'r aforesaid, any suit or suits, either in law or equity.
pf 5 B. O. BOWDEN, C. & M.

James M. Wright, Adm'r of Pleasant Miller, dec'd, vs. Jonathan Burnett, W. Miller, et als.

THE DEFENDANTS, JONATHAN BURNETT and W. Miller, being non-residents of the State, as charged in the bill: It is ordered that publication be made for four successive weeks in Brownlow's Whig, notifying said defendants to appear before the Chancery Court at Jamestown, on the 2d Monday of April next, then and there to make their defence to the bill, or the same will be taken for confessed, and set for hearing ex parte as to them.
pf 5 B. O. BOWDEN, C. & M.

INJUNCTION.

James M. Wright, Adm'r of Pleasant Miller, dec'd, vs. J. Burnett, et als.

THE DEFENDANTS, JONATHAN BURNETT and W. Miller, being non-residents of the State, as charged in the bill: It is ordered that publication be made for four successive weeks in Brownlow's Whig, notifying said defendants, and all other persons having claims against the estate of Pleasant Miller, dec'd, that they are enjoined from instituting or prosecuting against said James M. Wright, Adm'r aforesaid, any suit or suits.
feb28-4tpf 5 B. O. BOWDEN, C. & M.

CHANCERY COURT—DANDRIDGE.

SALE OF LAND.

Joseph C. & C. B. C. Hodges, Executors, &c., vs. W. W. Stringfield.

IN OBEDIENCE TO A DECREE pronounced at the December Term, 1865, of said court in the above case, I will sell at the court house door in Dandridge, on Monday, the 2d day of April next, to the highest bidder, on a credit of six months, in bar of the right of redemption, so much of the lands levied upon by the attachment in this cause, as will be sufficient to pay the decree with interest and costs thereon in this case. Bond and security will be required of the purchaser, and a lien retained on said land until the purchase money is fully paid.
feb28-4t WM. GALBRAITH, C. & M.

Attachment.

J. H. Donaldson vs. William Holoway.

THE PLAINTIFF, ON AFFIDAVIT, says the defendant is indebted to him, and so absconds that the ordinary process cannot be served upon him, having obtained an original attachment against the estate of the defendant, made returnable before S. C. Williams, a Justice of the Peace for Blount county, and the same having been levied on his property: It is ordered by said Justice that the defendant appear before him at his office in the 3d Civil District of Blount county, on the 3d fday of April next, or it will be proceeded with ex parte. It is further ordered that this notice be published for four successive weeks in Brownlow's Whig.
feb28-4t S. C. WILLIAMS, J. P.

Attachment.

Deannah Conn vs. John Conn.

THE PLAINTIFF, ON AFFIDAVIT, says the defendant is indebted to her by account, of forty-five dollars, and defendant having left the State, or so conceals himself that the ordinary process of law cannot be served upon him, having obtained an original attachment against the estate of the defendant, made returnable before Wm. Sharp, a Justice of the Peace for Grainger county, the same having been levied on one tract of land, lying in Grainger county, District No. 13, adjoining the lands of Jacob Beeler and others: It is orderep by said Justice that the defendant appear before him, at his office in Grainger county, on the last day of March, 1866, or it will be proceeded with ex parte. It if further ordered that this notice be published for four successive weeks in Brownlow's Whig.
feb-284t WM. SHARP, J. P.

E. J. SANFORD & CO.,

WHOLESALE AND RETAIL DRUGGISTS,
GAY STREET,
Opposite the First National Bank,
feb28tf KNOXVILLE, TENN.

Dr. JOHN C. MINOR,

A GRADUATE OF THE COLLEGE OF Physicians and Surgeons, and formerly connected with Dr. Willard Parker of New York, respectfully offers his professional services to the community in all the branches of Surgery and Medicine. Office over the First National Bank.
feb28-2m

JOHN C. MINOR, M. D.

STATE ASSAYER AND ANALYTICAL CHEMIST.
Ores, Metals and Minerals analysed and assayed by the most accurate and scientific methods. Office over the First National Bank.
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BOOK AGENTS WANTED, FOR KETTELL'S One-Volume History of the Rebellion—now published—gives excellent satisfaction—highly recommended for accuracy—chepest in the market—bound strongly in leather—forty fine steel engravings—about eight hundred large pages—60,000 subscribers were obtained for it in ninety days. For circulars with terms address HENRY HOWE, 111, Main Street, Cincinnati.
feb28-4t

LOOK TO YOUR INTERESTS! $5,000 to $10,000 per month! Greatest Discovery of the Age! Can be done at your own homes without interfering with other business. Little or no capital required. Business easy, light, and honorable. Particularly suitable for ladies, but can be done by all with equal success. Many men in Europe have made their fortune by this business, but as yet, it is entirely new in America. For particulars address with one dollar, THEODORE R. SPENCER,
feb28-1m Louisville, Ky.

FOR A FRESH SUPPLY OF GARDEN SEEDS go to feb8tf DR. JAMES RODGERS.

IF YOU HAVE TETTER, SCALY Eruptions, Pimples or Blotches on the face, Ulcers Running Sores, or any disease arising from an impure state of the blood, go to DR. JAMES RODGERS, and get a bottle of Gregg's Constitutional Life Syrup. feb28tf

A CONSTANT SUPPLY OF LYTTLE'S WHITE OIL at
feb28tf DR. JAMES RODGERS.

FOR RENT.—A HOUSE TO RENT 4½ miles from Knoxville, on the Clinton road, from the 1st of May, 1866. Also a good Piano for sale. Address Mr. ESPERANDIEU. feb28-4t

Auction Sale of Lumber and Shingles.

Office Assistant Quartermaster U. S. A., Chattanooga, Tenn., Feb. 21, 1866.

I WILL sell at public Auction on Monday, March 5th, 1866, at 9 o'clock A. M., at the Government Lumber Yard near the Georgia Depot, a large lot of Lumber and Shingles.

Terms:—Cash, in U. S. Funds.

THOS. J. CARLILE.
feb28-tf. Brevet Major and A. Q. M.

SALE OF LAND.

AT THE COURT-HOUSE IN KNOXVILLE, I will sell at public sale on the 2d day of April, 1866, the tract of land known as the Hickey Farm on thir creek, five miles from Knoxville, joining the lands of Mr. Jas. Murray, Mr. Nickle, and the Hillsman farm. Terms, one half of the money down, and the remainder on a credit of two years with interest from date of sale, and security and a lien retained on the land until payment of the whole.
feb28-3t ELIZA ESPERANDIEU.

FOUR! FLOUR!!—BEST FAMILY FLOUR at [feb28-2t] JOHN L. HUDIBURG'S.

CEMENT! CEMENT!!—AT
feb28-2t JOHN L. HUDIBURG'S.

PEACH BLOOM POTATOES AT
feb28-2t JOHN L. HUDIBURG'S.