

MISSISSIPPI MATTERS. THE PENITENTIARY LEASE AND THE GOVERNOR'S MESSAGE

A Contrast of Reports That Leaves a Painful Impression of Mismanagement, at Least.

(CORRESPONDENCE OF THE APPEAL.)

COVINGTON, Miss., March 4.—The Memphis Appeal has an immense circulation in Mississippi and always takes a lively interest in every public measure that pertains to the prosperity of her people, and is always satiating for constitutional government in its primitive simplicity.

Matters are being unearthed at Jackson, the capital city, which are invoking the attention of tax-payers all over the State. The question of a constitutional convention being called is earnestly debated, and why a convention is beyond the ken of human understanding.

Our present constitution is defective in many respects. It was passed by carpet-bag aliens, not in harmony with, or sympathetically for, democratic institutions.

An elective judiciary is in strict accordance with the genius of republican institutions, and is the plan adopted by most of the States, all of whom have a pure, learned and incorruptible judiciary.

During the canvass last summer many whisperings, mutterings and misgivings were entertained as to the mismanagement and gross dereliction of duty by officials in the enforcement of contracts between the State and the penitentiary lessees.

H. C. Fairman, editor of The Latent, charged that the lessees, on their contracts with the State, then owed large sums of money to the State, which charge incited not only the lessees, but also all those State officials whose duty it was to have the contracts enforced.

On the 23d day of July, A. D. 1885, by a card in The Clarion, Fairman was denounced as a "wanton, malicious and miserable liar and scoundrel," and in some card the lessees say unequivocally that "on the 12th December, 1885, we made a settlement with the proper authority of the State and paid all sums due the State to that date, and in same manner in 1884," and also offered certificates to such statement as follows:

McQuiston, the present Superintendent of the penitentiary, said: "The lessees have paid all balances due the State up to December, A. D. 1884." Catching, Attorney-General at that time, says: "The lessees made a full settlement of all sums due under the law and their contracts up to December, 1884." Gen. Adams, the Revenue Collector, certified that "he had examined statements of lessees, and finds that balances due the State under contract up to 1st of December, 1884, has been paid into the State Treasury, the original of which receipt is now in the hands of lessees."

With such testimony Fairman was squelched, and the statement authenticated by the certificates was regarded by the public as a complete refutation of the charges.

But now examine the Governor's message to the Legislature, January, A. D. 1886, in regard with the settlements with the lessees of the penitentiary, in which he says, most positively and clearly: "In the year 1885 I approved similar contracts (repairs and improvements) to the amount of \$27,419.42, which was credited on the lease for 1884, and the balance of \$12,100.68 due on the lease for that year, was on December 19th, 1885, paid into the Treasury," and in the same message he says that a similar settlement was made with the lessees for the year 1883, and on the 13th of December, 1884, the balance due on the lease for that year (1883) was paid into the State Treasury.

Now, here is shown a contradiction in terms. If the Governor is correct in his message, then in July, A. D. 1885, the lessees owed the State for the whole year 1884 and for half of the year 1885, for they never settled for their 1884 until December, 1885, and McQuiston, Catching and Adams were terribly imposed upon when they gave their certificates, and if they were correct, then the Governor in his message was wrong and uninformative.

The majority report of the State Senate Committee on Penitentiary and Prisons, submitted February 18, 1886, confirms Gov. Lowry's statement in his message as to time of settlements and an indebtedness due by the lessees in July, A. D. 1885.

Against the Governor's message to the Legislature in 1884 states that "there is no further need of extensive improvements during the continuance of the present lease," which lease was in force until January, A. D. 1887, and recommends that \$10,000 be a limit on expenditures for repairs in any one year, and yet his message of 1886 shows that he approved contracts for repairs and improvements by the lessees for the sum of \$4,762,722 expended for the years A. D. 1883 and 1884.

contract, no contracts were, in fact, made; and

3. That the prices paid under the alleged contracts were exorbitant.

All else is matter of inducement.

This report is indorsed by Messrs. Boone (chairman), Powell and Morris.

A minority of the committee—Messrs. Binford and Casey—have offered a substitute for the committee's report, in which they say (1) that the Governor and superintendent were authorized to contract; (2) that contracts were made, and (3) that the prices paid were reasonable and just.

To settle the differences between the majority and the minority a special committee has been raised on the motion of Chairman Boone.

This represents the attitude of the penitentiary question before the Senate at this time.

The report of the committee, which we will call the majority report, bases its conclusion that the Governor and superintendent are without power to contract, on the repeal of section 3 of the act of January 31, 1877, which authorized contracts for improvements not to exceed in the aggregate the entire amount paid by said lessees during said lease, together with the amount now (then) authorized by law.

Section 7, he further stated, that in case of an accident to the penitentiary buildings, or any necessary repairs or improvements actually needed, the superintendent of the penitentiary may contract for such repairs, with the assent of the Governor.

Upon the presentation of an itemized account of such expenditures, approved by the Governor, to the Auditor of Public Accounts, it shall be his duty to draw his pay warrant upon the Treasurer for the same, which shall be paid out of the funds derived from the lease of the penitentiary.

The minority construe this language to authorize contracts for improvements. Attorney-General Catching and Messrs. Nugent & McWillie and Judge S. S. Calhoun so construed it. It seems to us too plain for argument that they are right, and if anything were necessary to confirm us in this view, it is found in the fact that the Legislature, by the act of March 12, 1884, having repealed all laws authorizing expenditures for improvements, on the 10th day of the same month passed the act in which the language quoted is found.

Admitted that the Superintendent had the right to contract, with the approval of the Governor, and the conclusion of the majority that no contracts were made is entirely too technical.

We believe that no written agreements in the usual form of contracts, approved by the Governor, were presented to the committee; but the superintendent verbally authorized many of the smaller items of the expenditures, and the buildings and walls, for the price of which credit was given to the lessees in their settlement, were constructed substantially according to written estimates and specifications, and no credit was allowed of any kind not approved by the superintendent and the Governor.

It is not material whether the contracts were made by the superintendent and approved by the Governor before the work under them was commenced, or whether the superintendent authorized the work before the improvements were commenced and the Governor approved the contracts after the improvements were completed.

The important question is: Did the superintendent and the Governor concur that the repairs were "necessary," and that the improvements were "actually needed?" Further it may be said that a verbal contract is as binding as a written one.

The most serious point of difference between the majority and the minority is the value of the more important improvements, the majority finding that the prices paid were exorbitant. They base their conclusions on this point on the evidence of one L. Scully, an architect and builder, who resides in Meridian. Mr. Scully examined and valued the blacksmith shop, the center tower and wall, the dining-room and the northeast tower and wall, for all of which the lessees were allowed \$30,412.11, while he says they are worth \$17,783.30.

The minority refuse to accept the statement of Mr. Scully, but rely on the statement of Messrs. H. M. Taylor, F. W. Olin, James Swan and Frank B. Hull, all of whom are familiar with the particular improvements above specified and say that they are worth what the State paid for them.

GREAT MEDICAL PRACTICE.

DR. R. C. FLOWER OF BOSTON—HIS EXTENSIVE PRACTICE

Both at Home and Abroad—Billed Down Facts—Some Interesting Reading.

To write the biography of this distinguished physician in a few lines would be an impossibility; a leader in his profession and in every sense of the word, great; with a practice far exceeding that of any of the old physicians of the earth, and yet he is a young man of but thirty-six years of age.

From the opening sentences of a little book published by DeLand & Baria of this city, and entitled "Dr. R. C. Flower of Boston, Mass. Who he is, What he is doing, His miraculous cures. His work as physician," we extract the following:

For some years Dr. R. C. Flower has started the Eastern World, from time to time, by performing what have seemed miraculous or supernatural cures. One writer, in describing Dr. Flower's triumph in the sick room, says: "Sickness is a toy in his hands; in a most phenomenal way he sheds light into the darkest eyes, and drives the dying form, and rebs the sick room of its sufferer and coffin of its prey."

Dr. Flower has been called to consult over important and bad cases from the Rockies to the Chesapeake, from Canada to the Rio Grande. His greatest ability is seen in desperate cases, and his untried feats and most marvellous cures at the death-bed itself.

DR. FLOWER is a young man, but thirty-six years of age, smooth face, medium size, very large eyes, and a hard student, deep thinker, a man of remarkably quick perception and intuitional faculty, which are said to be marvelous.

Dr. Flower, by birth, is a Western man. He transferred his practice to the East some years ago, since when he has made a most remarkable record. In a letter addressed to one of his Eastern practices, we quote from the combined "History of Edwards, Lawrence and Wabash Counties of Illinois," published by J. S. McDonough & Co. of Philadelphia, which is a history of the English settlement of Southern Illinois, a settlement established by the English in 1762 in England (the grandfather of Dr. R. C. Flower). We quote from pages 226 and 227, which is an extract from the Biographical History of the young doctor.

"His practice drifted largely to the eastward, and the doctor finally determined to move to the great cities of the East, where he could more successfully operate his almost supernatural healing powers. In accordance with these feelings, he sold out his institute, and transferred his practice to Philadelphia and New York. From this his practice became very great. His cures were so numerous and so phenomenal that he became a wonder to a patient, and he gave up his beautiful residence, on Fifth avenue, New York, and transferred his practice in May, 1882, to the Athens of America.

"In Boston he has built up a practice which is said by many to be the largest in the world. His office, some distance from his residence, and under no circumstances will he mingle business with the pleasures of his home.

"A phenomenal feature in his practice is his method of diagnosing diseases, which is said to be a patient's trouble, but the instant he takes the hand of a sick person, he tells most accurately the disease in all its ramifications. This phenomenal power of his practice has brought to him thousands upon thousands of patients, and it is claimed that out of upwards of 100,000 examinations he has never made a mistake.

"In the business world Dr. Flower is as great a wonder as he is in the practice of medicine. His intuitional powers in detecting the actual condition of the markets seem almost infallible. If he buys stocks, they go up; if he sells, they go down. He has made fortunes for many of his friends, and saved many from ruin.

"He is a man of great individuality, a man of methods, and a man who, from all appearances, does the work of a hundred men.

Dr. Flower has attained such a reputation in his profession that his opinion is sought in had cases all over the world. His advice has brought him thousands of dollars in many instances. A big price, some one will say. Yes, but it was the pivot upon which turned life and death—to follow it was to get well.

It is claimed that Dr. Flower can tell when he sees a person, not only his disease, but whether it is curable or not, and that with almost an unerring accuracy.

When the Rev. F. M. McMillons of Ontario brought his wife to consult Dr. Flower for a lung and heart trouble, more than one physician having pronounced her incurable, he stated that he was very uneasy about his wife, and after the doctor had examined her he would like him to see if he had any troubles, as he so easily tried. "I can cure your wife," the doctor said, "but unless you have the best of medicine for yourself, you will live but a few months."

before he made it his home; for his patients are said to have surpassed in number those of any ten physicians in the city. But his prejudices, inclinations and tastes inclined him toward New England, and especially Boston; and he finally decided to make this city his future home.

He had scarcely settled in this city when his offices were crowded with patients; in a few months he had more than he and a dozen assistants could do. His patients filled New England, his practice rolled westward and southward, his fame has spread throughout the world, and his name has become a household word.

The Chicago Times, one of the greatest daily journals in the world, in speaking of Dr. Flower, editorially, in its issue of February 10, 1884, said: "No physician of modern times has made so profound a sensation in his country, or ever, in so short a number of years, or at so early a period of his life, encircled the world with his fame or achieved by his actual works so large a measure of professional renown in his own country. Though not in competition—much less in antagonism—with the legitimate and recognized profession of medicine in the United States, and of other foreign and civilized nations where his treatment has been applied by correspondence, and where his name and almost preternatural skill, though less familiar than in America, are yet widely known, there is yet no question that the established and authenticated cases of his most absolutely successful treatment of many thousands of invalids who had been the despair of all contemporary skill—as in his well-known, rapid, complete and final cure in numberless instances of acute nervous ailments, heart disease, rheumatism, and consumption of long standing, and in all forms of chronic derangement of the vital functions, where the patients, many of them prominent members of society, had been formally 'given over' by the profession as hopeless, beyond the reach of human remedy—there is little question that his happy prestige of 'life-saving' where the profession have admitted failure, has made the genius of Dr. Flower an object of envy with too many physicians, even of his own school. But the recognition of his matchless skill, his wholly unparalleled success, and of his eminent services to his country, have been too universal to admit of any professional or non-professional disparagements of his modes of treatment. Throughout Massachusetts and New England there is to-day no physician in general practice more sought by the profession for consultation in trying and extreme cases than Dr. R. C. Flower.

As to the Chicago Inter Ocean: "A few months ago a Western banker called on Dr. Flower to see if he would go some 600 miles to see his daughter, a young lady with consumption.

"What will you charge?" said the banker. "Two thousand dollars," replied Dr. Flower. "Too much," said the old man. "My dear sir," said Dr. Flower, "my time will be worth much more than that at my office. I will miss near a hundred patients if I go away to see your daughter, which are you great, go on here just the same." "Well, I have come after you, and I cannot go home without you," replied the gentleman. Dr. Flower reached the banker's house the next afternoon. After making a careful examination, he stated that it was his opinion that he could cure her, and in the language of the old banker, that announcement was the first sound of a joy-bell heard in his house for many a day, for every physician whom he had consulted had the opinion that there was no help for her. Dr. Flower commenced treating her, and continued to do so up to about three weeks ago, when he dismissed her a cured woman.

"Dr. Flower is deeply engaged in his work, and the interest he takes in his patients is like unto that which a father takes in his children. He is especially noted for his candor in always telling his patients just what he thinks as regards their case."

His labors show that at this time he has the following number of patients in the different States:

Maine 543, New Hampshire 619, Vermont 203, Massachusetts 3196, Connecticut 1481, Rhode Island 230, New Jersey 562, New York 1590, Pennsylvania 1334, Maryland 347, Delaware 80, Virginia 239, West Virginia 320, Ohio 1401, Indiana 926, Kentucky 1022, Tennessee 370, North Carolina 165, South Carolina 92, Georgia 216, Florida 297, Alabama 268, Mississippi 199, Louisiana 364, Arkansas 271, Texas 1031, Indian Territory 32, Kansas 681, Missouri 622, Illinois 1192, Michigan 1098, Wisconsin 1277, Minnesota 384, Iowa 1072, Nebraska 414, Dakota 551, New Mexico 177, Co. orado 432, Arizona 61, California 274, Nevada 50, Utah 211, Wyoming 136, Montana 68, Idaho 123, Oregon 61, Washington Territory 123.

Furthermore that during the last six years he has treated:

Of cancer cases..... 4,146 Cured..... 4,122 Lost..... 24

Over 8900 of these had been pronounced incurable by other physicians.

Consumption..... 11,713 Cured..... 11,291 Lost..... 422

Over 10,000 of these had been pronounced incurable by other physicians.

Kidney and rheumatic diseases, 28,457 Cured..... 28,369 Lost..... 391

Upwards of 22,000 of these had been pronounced incurable by other physicians.

Heart disease..... 6,400 Cured..... 6,183 Lost..... 217

Upwards of 5500 of these had been pronounced incurable by other physicians.

be his last visit to the South on account of his professional duties and labors at home, but this will afford more opportunity for his patients and their sick friends in the Southern country to get the opinion of this great physician and his treatment.

The Courier has frequently given most commendatory notices of Dr. Flower and his great work, and to its many readers this biography and statement of facts boiled down must be interesting.

Those, however, who may wish to know more of this doctor and his cures, will, by sending a 2-cent stamp to DeLand & Baria, 54 Pearl street, Boston, Mass., receive a copy of their publication, from which a portion of this article is extracted.

CHANCERY SALE—OF REAL ESTATE.

No. 5435, R. D.—Chancery Court of Shelby County—State of Tennessee for its own use, etc., vs. Marzetta Rice et al.

By virtue of an interlocutory decree for sale, entered in the above cause on the 24th day of December, 1885, at 10 o'clock, P. M., I will sell, at public auction, to the highest bidder, in front of the Clerk and Master's office, court-house of Shelby County, Memphis, Tenn., on

Saturday, March 6, 1886, within legal hours, the following described property, situated in Shelby County, Tenn., to-wit:

Lot 22, block 1, A. Wright's subdivision, 32x17 1/2 feet, south side of Georgia street, 50 feet west of Wright avenue.

Lot 7, block 1, A. Wright's subdivision, 32x17 1/2 feet, south side of Georgia street, 50 feet west of Wright avenue. Sold as property of Margaret Rice and others.

Lot 22, block 2, A. Wright's subdivision, fronting 117.10 feet on south side of Georgia street, southwest corner of LaRosa street, and running southeasterly with LaRosa street 131.2 feet; thence west 87.5 feet to an alley, thence with the east side of said alley 107.5 feet to Georgia street. Sold as property of Ellen Sharpe.

Lot 2, block 1, east side of Second street, Fort Pickering, 34x100 feet, 146 feet north of Jackson street.

Block 13, east side of Second street, Tenth Ward, 24x100 feet. Sold as property of Mattie K. Lawrence and others.

Part of lot 2, east side of Second street, west side of alley east of Sixth street, Fort Pickering, and running back west 87 1/2 feet, being north side of Georgia street, 50 feet west of alley east of Sixth street. Sold as property of J. D. Shreve and others.

Lot 8, block 40, south side of Carolina street, 60x150 feet, 288 1/2 feet east of Ninth street. Sold as property of Fred W. Kaiser.

Part of block 37, southwest corner of Caroline and Main streets, 50x127 1/2 feet. Sold as property of J. D. Shreve and others.

Lot 10, block 16, west side of Fourth street, Fort Pickering, 34x125 feet. Sold as property of Joseph Tate.

Lot 29, J. M. Tate subdivision, 53x155 feet, east side of Wilkinson street, 53 feet north of Georgia street, Tenth Ward.

Lot 11, block 16, west side of Fourth street, Fort Pickering, 34x125 feet, 146 feet north of street, 34x125 feet. Sold as property of Joseph Tate.

Terms of sale—On a credit of six months; note bearing interest, with good security, required; ten per cent. advance on deposit.

S. I. McJOWELL, Clerk and Master. By J. M. Bradley, Deputy C. and M. W. H. & C. W. Huskell, Solicitors.

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THE LIVERMORE FOUNDRY & MACHINE COMPANY for the sale of my entire stock of Wrought Iron, Nuts, Washers and Heavy Hardware, the same to take effect March 1, 1886. In retiring from the business in this city, I desire to return thanks to my friends and customers for their liberal patronage during a period of twenty years, and also to assure them that the business will be turned over to reliable and responsible parties whom I have known intimately for many years. I can easily assure my friends and customers that their orders, under the new management, will have the best care and attention, and I ask for your continued patronage. JOHN MANOGUE.

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