THE DISPATCH.

BY COWARDIN & ELLYSON.

CASH—INVARIABLY IN ADVANCE.

The DAILY DISPATCH is delivered to subscribers at FIFTEEN CENTS per week, payable to the carrier weekly. Mailed at $6 per annum; $3 for six months; 75c. per month for a shorter term.

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DAILY DISPATCH.

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Richmond Dispatch.

THE CIRCULATION OF THE DISPATCH IS LARGER THAN THE COMBINED CIRCULATION OF ALL THE OTHER DAILY NEWSPAPERS OF THE CITY.

SATURDAY..............JUNE 6, 1874.

LOCAL MATTERS.

THE HOMESTEAD EXEMPTION.

IMPORTANT BANKRUPTCY DECISIONS BY CHIEF-JUSTICE WAITE.

The Act of Assembly Allowing Waiver of the Homestead Declared Constitutional.

THE LAST AMENDATORY BANKRUPT ACT OF CONGRESS UNCONSTITUTIONAL AND VOID.

The State Constitution Operative from 6th July, 1869, and the Homestead a Right from that Date.

… GENERAL GEORGE H. THOMAS AND … IN THE UNITED STATES CIRCUIT COURT.

The United States Circuit Court-room, at … yesterday morning, was crowded … representing all portions … and by merchants and business men of the city. It was known that … were to be rendered, and … was excited no less by the … of the cases than by the expectation that Chief-Justice Waite would deliver … As soon as the Chief-Justice and Judge R. L. Bond were seated, and the … was made by the crier, … the following:

The Homestead and the Amendatory Bankrupt Act.

In re David Deckert: A Bankrupt. Petition for review under the second section of the bankrupt act:

Waite, Chief-Justice.—Deckert was adjudged a bankrupt upon his own petition on the … of March, 1873. An assignee was appointed May 16, 1873, to whom he assigned his real and personal property in due form. … of the personal property as was exempt under the bankrupt law was … by the assignee. Its value was appraised at $337.75. The bankrupt, however, claimed a homestead exemption in the real property under the provisions of the Constitution and laws of Virginia and the act of March 3, 1873, amendatory of the bankrupt law; and on the …th of August, 1873, he filed his petition in the District Court of the Western District of Virginia to have such homestead set off to him. On the 30th of August, an order was made by that court granting the prayer of this petition.

Certain creditors have filed petitions for a review of this order. The cases made by the several petitioners are as follows:

1. *Henry Smith.*—On the 24th January, 18…, the bankrupt and J. L. Deckert executed to one Robert Wason, at Chambersburg, Penn., a note for the payment of $… one year after date, with interest. This note was afterwards assigned to Smith, who obtained a judgment upon it in the Washington County Circuit Court of Maryland, at the August term, 1871, for $1,441.80, that being the balance then due. At the April term, A. D. 1872, of the Circuit Court of Halifax, Virginia, another judgment was obtained by Smith against the bankrupt upon the Maryland judgment. This last judgment was duly docketed in Halifax, and became a lien upon the real estate afterwards assigned in the proceedings in bankruptcy. Smith having been cited to show cause why the prayer of the petition of the bankrupt for the assignment of the homestead should not be granted, appeared and submitted an abstract of his Virginia judgment, but he did not furnish the complete record, and did not submit the record of the Maryland judgment upon which that in Virginia was founded. This judgment remains unpaid.

2. *John H. Wanderlink.*—On the 1st day of April, 18…, the bankrupt, as surety, executed a note with one J. L. Deckert, as principal, for the payment to Wanderlink of $…50 in six months after date. Proof of this note was made against the bankrupt's estate April 23d, 1873.

3. *E. A. Roberts, John A. Roberts, and … Roberts, partners under the name of Roberts & Co.*—On the 15th November, 1869, one Gaines entered into a contract in writing with the bankrupt to construct for him (the bankrupt) a dyke upon his lands. For this he was to be paid at the rate of ten cents per yard, a portion being payable as the work progressed, and the balance in ninety days after its completion. It does not appear at what time work under this contract was commenced, but it was completed on the 23d of September, 1870, when there was a balance remaining unpaid of $…. This was assigned by Gaines to Roberts & Co., and they proved it against the estate on the 23d of April, 1873. The cost of the whole work was $1,944.83. This had been reduced by payments so that only the above balance remained unpaid at the time of the bankruptcy.

4. *George Schindel.*—The bankrupt was on the 1st day of April, 1870, indebted to him in the sum of $175 for rent of a house for one year from April 1, 1869. He and the bankrupt, on the 30th of June, 1868, executed their joint note to Sarah Lee for $100, payable with interest, in six months after date. … Schindel paid the whole of this note. In 1872 he commenced his action against the bankrupt in the Circuit Court of Washington county, Maryland, to recover the amount due him for the rent and one-half the amount paid on the note, and on the 25th of March, 1873, judgment was rendered in his favor for $… and costs—$8.30. On the 22d of April, 1873, this judgment was also duly proved as a debt against the estate.

By Article XI of the Constitution of Virginia adopted in 1869 it was provided that every householder or head of a family should be entitled, in addition to the articles then exempt from levy or distress for rent, to hold exempt from levy and sale under execution, &c., issued on any demand for any debt theretofore or thereafter contracted, his real and personal property, &c., to the value of $2,000, to be selected by him. An act of the General Assembly of Virginia, approved June 27, 1870, gave effect to this provision by prescribing in what manner and upon what conditions such householder could set apart and hold such exemption.

Under the bankrupt law, as originally enacted, there was excepted from the assignment of property required to be made by the bankrupt to his assignee, among other, such property as was exempt from levy and sale under execution by the laws of the State in which the bankrupt had his domicil at the time of the commencement of the proceedings in bankruptcy, to an amount not exceeding that allowed by such State exemption laws in force in the year 1864.

By an amendatory act passed on the 8th June, 1872, this provision was changed so as to give the bankrupt the benefit of exemptions under laws in force in 1871. In 1872 the Court of Appeals of Virginia unanimously decided (22 Gratt., 266,) that the provision of the Constitution just referred to and the statute giving effect to the same, so far as they applied to contracts entered into or debts contracted before their adoption, were in violation of the Constitution of the United States, and therefore void. After this decision, on the 3d March, 1873, Congress passed another act in the following words:

"*Be it enacted*, &c., That it was the true intent and meaning of an act approved June 8, 1872, entitled, &c., that the exemptions allowed the bankrupt by the said amendatory act should and it is hereby enacted that they shall be the amount allowed by the Constitution and laws of each State respectively as existing in the year 1871; and that such exemptions be valid against debts contracted before the adoption and passage of such State Constitution and laws, as well as those contracted after the same, and against liens by judgment or decree of any State court, any decision of any such court rendered since the adoption and passage of such Constitution and laws to the contrary notwithstanding."

The first question which presents itself for our consideration is whether the act of 1873, in so far as it seeks, in the administration of the bankrupt law, to give an effect to the exemption laws of a State different from that which is given by the State itself, is constitutional.

Congress has power to "establish uniform laws on the subject of bankruptcies throughout the United States" (Constitution; art. I., sec. 8). A bankrupt law, therefore, to be constitutional must be uniform. Whatever rules it prescribes for one it must for all. It must be uniform in its operations, not only within a State, but within and among all the States. If it provides that property exempt from execution shall be exempt from assignment in one State, it must in all. If it specially sets apart for the use of the bankrupt certain property, or certain amounts of property in one State, without regard to exemption laws, it must do the same in all. If it provides that certain kinds of property shall not be assets under the law in one place, it must make the same provision for every other place within which it is to have effect.

The power to except from the operation of the law property liable to execution under the exemption laws of the several States, as they were actually enforced, was at one time questioned upon the ground that it was a violation of the constitutional requirement of uniformity, but it has thus far been sustained, for the reason that it is made a *rule* of the law, to subject to the payment of debts under its operation only such property as could by judicial process be made available for the same purpose. This is not unjust, as every debt is contracted with reference to the rights of the parties thereto under existing exemption laws, and no creditor can reasonably complain if he gets his full share of all that the law, for the time being, places at the disposal of creditors. One of the effects of a bankrupt law is that of a general execution issued in favor of all the creditors of the bankrupt, reaching all his property subject to levy, and applying it to the payment of all his debts according to their respective priorities. It is quite proper, therefore, to confine its operation to such property as other legal process could reach. A rule which operates to this effect throughout the United States is uniform within the meaning of that term, as used in the Constitution.

The act of 1873 goes further, and excepts from the operation of the assignment not only such property as was actually exempted by virtue of the exemption laws, but more. It does not provide that the exemption laws as they exist shall be operative and have effect under the bankrupt law, but that in each State the property *specified* in such laws, whether actually exempted by virtue thereof or not, shall be excepted. It in effect declares by its own enactment, without regard to the laws of the States, that there shall be one amount or description of exemption in Virginia and another in Pennsylvania. In this we think it is unconstitutional, and therefore void. It changes existing rights between the debtor and the creditor. Such changes, to be warranted by the Constitution, must be uniform in their operation. This is not. The consequence is that the act of 1872 remains unchanged, notwithstanding its attempted amendment in 1873.

The act of 1872 gives effect to the exemption laws of Virginia as they existed in 1871. The particular law under which the bankrupt in this case claims his exemption, was passed in 1870; it does not apply to contracts made or debts incurred previous to the time the new Constitution went into effect. That certainly was not before July 6, 1869, and the debts due to Smith, Wanderlink and Schindel, were all incurred previous to that date. That of Smith dates from the time the note was given upon which his judgment was rendered, that of Schindel from the making of the contract out of which the indebtedness arose, and that of Wanderlink from the time of the execution of the note which he holds. As against these creditors the bankrupt is not entitled to the benefit of the exemption.

The claim of Roberts & Co. requires us to determine at what time the Constitution, as far as it relates to the provision in question, took effect. It is claimed by the bankrupt that this was on the 6th July, 1869, when the Constitution was ratified by the people, and by the creditors, that it was postponed until the 26th of January, 1870, when the act was approved admitting the State to representation in Congress. The contract upon which Roberts & Co. base their claim was made, as has been seen, on the 15th of November, 1869.

This Constitution was adopted in accordance with the provisions of the reconstruction acts of Congress. These acts provided in substance that when the people of the rebel States should have formed a constitution in conformity with the Constitution of the United States, and should have done certain other things named, such State should be entitled to representation in Congress. It was also further provided that until the people of any of such States should be by law admitted to representation in Congress, any civil government which might exist therein should be deemed provisional only, and in all respects subject to the paramount authority of the United States, at any time to abolish, modify, control, or supersede the same.

In pursuance of these acts, a convention duly elected assembled in Richmond on the 3d December, 1867, and proceeded forthwith to frame a constitution, which was certified to Congress as required by law, and thereupon an act was passed by Congress and approved on the 10th of April, 1869, authorizing its submission to a vote of the people, and an election of the State officers provided for and of members of Congress. The same act provided that if the Constitution should be ratified at such election, the Legislature of the State then elected should assemble at the capitol of the State on the fourth Tuesday after the promulgation of the ratification, and that before the State should be admitted to representation in Congress the Legislature, that might thereafter be lawfully organized, should ratify the fifteenth amendment proposed by Congress to the Constitution of the United States, and all the proceedings under the act should be approved by Congress.

Under the provision of these several acts the President of the United States issued his proclamation designating the 6th July, 1869, as the time for submitting the Constitution to the vote of the people. On that day the vote was taken, and resulted in an almost unanimous ratification. The State officers, members of Congress, and members of the General Assembly were elected at the same time. The Governor, thus elected, was inaugurated on the 21st September, 1869. The General Assembly met on the 5th of October, and on the 8th passed acts ratifying the fourteenth and fifteenth amendments. It then adjourned to reassemble after Congress should approve this action of the people.

On the 26th January, 1870, Congress passed an act admitting the State to representation, and reciting that the people of Virginia *had* framed and adopted a Constitution of State government which was republican.

From this it will appear that the Constitution was adopted and the Government partially, at least, organized under it previous to the 15th November, 1869. It is true that the Constitution was adopted and the organization made to obtain admission to representation in Congress, but it is equally true that it was framed and ratified by the people as and for a constitution of State government. Admission might follow its adoption, but was not necessary to give it effect. On the contrary, Congress required that it should become operative and have effect before the admission could be granted.

In the act of April 10, 1869, it was provided that at the time the vote upon the ratification was taken there should be an election by the voters of members of the General Assembly and all the officers of State provided for by the Constitution; that if the Constitution should be ratified the Legislature should assemble at the capital on a day named, and that, when lawfully organized, it should act upon the ratification of the proposed amendments. There certainly could be no lawful action by a Legislature under the Constitution unless the Constitution was in force at the time the action was had. That Congress understood that the Constitution was in force and operative at the time of the admission is apparent from the terms of the act granting such admission. In that it was recited that the people of Virginia *had* framed and adopted a constitution of State government which was republican; that the Legislature elected under the Constitution *had* ratified the fourteenth and fifteenth amendments, the performance of which acts in good faith was a condition precedent to the representation of the State in Congress, and because this *had* been done such representation was permitted.

It is true that the Government was not fully organized in all its departments under the Constitution, and that the United States retained its supervisory powers under the reconstruction acts, until the final action of Congress. Complete organization of the Government, however, was not necessary to give effect to the Constitution, and no modification of the particular provision now under consideration was ever attempted by the United States. The Government established by the people remained as established until actually changed by the United States in the exercise of its supervisory powers.

In our opinion the Constitution of Virginia took effect, so far as it related to the provision for exemptions, on the 6th of July, 1869—the day of its ratification by the people. It follows that the exemption laws passed to give effect to that are to become operative for the benefit of its citizens from that date. As against Roberts & Co., therefore, the bankrupt is entitled to his homestead.

The order of the District Court allowing an assignment of the homestead as against the claims of Smith, Wanderlink and Schindel is reversed, but it is affirmed as against that of Roberts & Co.

The Homestead Waiver not Unconstitutional.

Chief-Justice Waite also delivered the following highly important opinion:

In re JOSEPH SOLOMON: A Bankrupt. Petition for review under the second section of the bankrupt act:

Waite, Chief-Justice.—On the 31st January, 1873, the bankrupt executed to Glazebrook & Thomas, at Richmond, Va., his note for the payment to them, or their order, of the sum of $234.50 at sixty days after date. It contained the following clause: "I hereby waive the benefit of the homestead exemption as to this debt."

Glazebrook & Thomas endorsed this note to Gibson & Crilly.

Solomon was adjudged a bankrupt, on his own petition, upon the 1st of May, 1873. Gibson & Crilly made proof of their claim against the estate on the 24th May. An assignee was appointed, who on the 16th of February, 1874, set off to the bankrupt his homestead exemption under the laws of Virginia, without regard to the waiver expressed in the note of Gibson & Crilly. They thereupon filed their petition in the District Court, the object of which was to set aside this action of the assignee, so far as it operated to prevent their subjecting the property set off to the payment of their debt in case the remainder of the bankrupt's estate should prove insufficient for that purpose. Their claim for this relief is predicated entirely upon the waiver of the exemption which is contained in their note. We are therefore called upon to consider the effect of this waiver.

By section 1, article XI, of the Constitution it is provided that every householder or head of a family shall be entitled to hold exempt from levy, &c., property to the value of not exceeding $2,000, to be selected by him; by section 3, it is further provided that nothing in the article should be construed to interfere with the sale of property exempted, or any portion thereof, by virtue of any mortgage, deed of trust, pledge, or other security thereon, and by section 5 that the General Assembly should at its first session under the Constitution prescribe in what manner, and on what conditions, the said householder or head of a family should thereafter set apart and hold for himself and family a homestead out of the property thereby exempted, and might, in its discretion, determine in what manner, and on what conditions, he might thereafter hold for the benefit of himself and family such personal property as he might have and coming within the exemption thereby made, but that said section should not be construed as authorizing the General Assembly to defeat or impair the benefits intended to be conferred by the provisions of this article. By section 7 it was provided that the provisions of the article should be construed liberally, to the end that all the interests thereof might be fully and properly carried out.

In June, 1870, the General Assembly passed an act such as was required by section 5, and in its third section provided that in all cases where a debtor or contractor shall declare in the body of the bond, note, or other evidence of the debt or contract that he waives as to such debt or contract, the exemption from liability of the property which he may be entitled to hold under the provisions of said act, the property whether previously set apart or not, should then be liable to be subjected for such debt or contract under legal process in like manner and to the same extent as other estate of the said debtor or contractor; provided, that when such debtor or contractor is possessed of other estate than that which he may be entitled to hold exempt in the county in which suit is brought against him, or the property set apart under the provisions of this act may be, then such other estate shall be subjected and exhausted before that which is exempt could be sold. The words employed in the note held by Gibson & Crilly are declared by the act to be sufficient to operate as such waiver.

If this provision of the act is constitutional the waiver can be enforced.

Every statute is presumed to be constitutional. It cannot be declared by the courts to be otherwise, unless it is made clearly so to appear. If the case is doubtful the expressed will of the Legislature should be sustained.

Keeping these familiar principles in mind, we proceed to consider the constitutionality of the act in question.

The Constitution grants the exemption as a privilege to the householder. It declares that he shall be *entitled* to hold property to be *selected* by him. No specific property is set apart, but he can select such as he desires to have, and when selected it is to be set apart. If he fails to select, the process of the law can be executed, and the sale made. The right of selection must be exercised before the sale. If the householder fails in this, his right of exemption in the property sold is gone.

The privilege, so far as it is given by the Constitution, is personal to the householder. The language is, "to be selected by *him*." If he neglects to act, no one is authorized by the Constitution to act in his place. The case is entirely different from what it would have been if it had been declared that certain specific property should not be sold under execution, &c. In that case the Constitution or a law containing similar provisions would execute itself, and as it would be a part of the public policy of the Government to exempt that particular property absolutely from forced sale, its provisions could not be waived. It would be beyond the legal power of an officer to levy upon and sell such property.

Here, however, the policy is not to exempt absolutely, but the householder has a right to claim an exemption. Whether he will make his claim or not is optional with him. If he does not claim, he cannot have; and it is difficult to see why, if he may waive at the time of the sale by refusing to select, he may not before. If he can waive at all, it seems to us it follows necessarily that for a good consideration he may make a contract to waive such as the courts will enforce.

But it is further provided that nothing in the article of the Constitution referred to should be construed to interfere with the sale of the property or any portion of it by virtue of any mortgage, deed of trust, pledge, or other security thereon. Thus it is made expressly to appear that it was not the intention of the framers of the Constitution to prevent the householder from contracting for the sale or incumbrance of the property. He was not required to hold it absolutely for himself and family. It was to remain entirely under his personal control, to be dealt with in such manner as he saw fit. His right to sell and encumber is as distinctly given as his right to select. If he sells or encumbers before he selects, his power of selection, as against such sale or encumbrance, is gone. No particular form of encumbrance is specified—that is left to the discretion of the Legislature. Now, a waiver of the right to select is, in effect, an encumbrance on the property which might be selected. True, in the absence of a statutory provision to that effect, one cannot ordinarily mortgage or otherwise encumber his future-to-be-acquired property, but it is no doubt within the power of the Legislature to authorize him to do so. If it does, his encumbrance upon such property is binding, the same as upon any other.

The Legislature of Virginia has in this case attempted in effect to authorize a householder to encumber in a particular manner his preëmption interest in his property, as well that which he has acquired as that which he may acquire. It seems to us that in so doing it has not in any manner impaired the benefits which it was the object of the Constitution to confer. The object was to give the householder full power and control over his property; to permit him to use it in such manner as in his judgment would best promote the interest of himself and his family, and if he had not by some voluntary act of his own deprived himself of the right, to allow him to select and hold a certain specified *amount*, not *description*, of property free from the process of the law to enforce the payment of his debts. The amount thus exempted was large in many instances—no doubt more than the value of all the property the debtor owned. Unless he could in some form make this property available for the purposes of security he and his family might not unfrequently be reduced to want. A mortgage, or pledge, or deed of trust, might not always furnish the security required. Take the facts of this very case as an example. The bankrupt appears to have been a merchant, and purchased his goods on credit. One of the classes of property which he wishes set off to him consists of his stock of goods remaining on hand. So far as appears from the papers submitted to us, his whole unencumbered property will not be sufficient to give him the full amount which the Constitution would permit him to hold. The note of these creditors was given for goods purchased on credit to keep up his stock. Unless, therefore, he could in some manner give security upon his exempted property, it is fair to presume he could not have obtained his credit. A mortgage upon property held for sale would be precarious security, if valid at all as against creditors, and a pledge would be inconsistent with the retention of the possession by the owner for the purpose of sale. The only real security that could be given in such a case would be by a waiver of the right of exemption in favor of that particular debt. This the Legislature has authorized the debtor to make, and we think in so doing it acted within the scope of its constitutional powers. Whether such a waiver could be enforced without legislative authority for making it, we are not called upon now to consider. It is sufficient for this case that this authority has been given.

The judgment of the District Court that the provisions of the act allowing a waiver of the exemption are unconstitutional is reversed, and the court is directed to proceed to hear and determine the cause upon the other issues made by the pleadings.

This case was argued for the bankrupt by Major A. R. Courtney, and for the creditors by Mr. John Dunlop.

The Thomas Case.

In the case of the administrator of General George H. Thomas *vs.* The Exchange Bank of Virginia, of Norfolk, Judge Bond delivered the opinion of the court sustaining the demurrer of defendants. Leave was given plaintiff to amend his bill, and sixty days was allowed for that purpose.

United States vs. T. T. Broocks.

The Chief-Justice announced that the court had made up its mind upon nearly all the legal questions raised by counsel for defence in the case of The United States *vs.* T. T. Broocks, but as it was an important case they thought it better to reduce the opinion to writing. That would be done as soon as possible, and the opinion would be forwarded to the clerk of the court here.

Chief-Justice Waite and Judge Bond go to Raleigh, N. C., this morning, and will open court there to-morrow.

ALBEMARLE MANUAL LABOR SCHOOL.—The Albemarle Manual Labor School will have an endowment of $900,000 and an income of over $50,000, estimating the securities in which its funds are invested at their market value. The Davidson heirs were paid $300,000 to surrender their claim, and the final papers are now about to be exchanged. Then the endowment fund will be turned over to the custody of the Second Auditor, and be under the management of the State Board of Education; but the immediate control of the school will be in the hands of a board of directors to appointed by the County Court of Albemarle. Under the provisions of the will the school will be located on a farm near the line between Nelson and Albemarle counties.

It authorizes quite a liberal course of study, and allows all children of both sexes, residents of Albemarle, and whose parents are unable to educate them, to become students, and they are to be fed and clothed, as well as taught, and made to work on the farm.

With a regular income, probably nearly twice as great as that of the University of Virginia, and with most liberal provisions for the education of indigent youths, this institution, if properly managed, will no doubt finally become the great *poor-man's* college of this State.

JUVENILE MUSICAL CONCERT.—On Monday evening there will be given at Virginia Opera-House a cantata entitled "The Year," representing the months and seasons, with music, recitations, and tableaux. This concert is for a benevolent purpose, and will be participated in only by the children of the First Baptist church.

After the entertainment on Monday night and again on Tuesday night there will be a strawberry and ice-cream feast in the basement of the First Baptist church.

TRIED AND ACQUITTED.—S. T. Cameron, charged with stealing $100 from A. R. Robinson, was tried in the Hustings Court yesterday and acquitted.

The court adjourned until Tuesday.

RELIGIOUS SERVICES TO-MORROW.—The usual religious services will be held in all the city churches to-morrow except the following special appointments:

First Baptist.—Rev. Charles Manly, D. D., at 11 A. M.

Second Baptist.—Rev. J. C. Hiden, of Wilmington, N. C., at 11 A. M. and 8¼ P. M.

Venable-Street Baptist.—Rev. R. T. Hanks at 11 A. M.; Rev. J. W. Wildman at 8 P. M.

Leigh-Street Baptist.—Rev. C. Manly, D. D., at 8 P. M.

Pine-Street Baptist.—Rev. John O. Turpin, of King William county, at 11 A. M.; Rev. G. Gray, of Fincastle, at 8 P. M.

City Alms-House.—Special services in the chapel at 5 P. M.

First Methodist Episcopal Church.—Neighborhood service at 8:15 P. M., corner Duval and Sixth streets.

Trinity Methodist.—Service by the pastor at 11 A. M. and 8½ P. M. Subject in the morning: "The Song Service of Heaven." Subject at night: "Orpha's Kiss and Ruth's Love."

Union Station Methodist.—Bishop Doggett at 11 A. M. Rev. H. C. Cheatham at 8 P. M.

Christadelphian Synagogue (Covenant Hall.)—Dr. Reeves, of Ohio, will deliver a discourse upon "The Gospel in Relation to the Resurrection."

Second Presbyterian Church.—Service as usual in the morning at 11 o'clock, but the afternoon service will commence at 6 instead of 5 o'clock until further notice.

THE FIRST PRESBYTERIAN CHURCH.—This church will be closed until further notice for interior renovation. The Sabbath school will meet, as usual, in the lecture-room.

The pastor and session of the Grace-Street Presbyterian church have extended a cordial invitation to the pastor and congregation of the First church to share with them in the accommodations and services of their house of worship. This invitation has been accepted, and the arrangement will take effect on and after to-morrow. Dr. Read and Dr. Preston will alternate in preaching, at 11 A. M. and 5 P. M.

MILLING AND MANUFACTURING COMPANY.—Yesterday the Secretary of the Commonwealth received for record in his office a charter of incorporation granted by Judge R. H. Turner, of the twelfth circuit, to certain citizens of Rockingham county, under the style of "Bridgewater Milling Company." The purpose of the company is to erect a saw, flour, and grist-mill on Dry river, near Bridgewater, in Rockingham, and to do a general milling business. The minimum capital stock is placed at $5,000, and not to exceed $50,000. The officers for the ensuing year, as named in the charter, are Abraham Miller president, and J. W. F. Allemong secretary and treasurer.

INJURED.—A son of Mr. William Points, who resides on Pleasant street between Twenty-second and Twenty-third, was slightly injured evening before last by being struck with the board seat of a swing.

TO BE CARRIED TO THE PENITENTIARY.—"Dr." E. H. Hudson, convicted of the murder (in the second degree) of Mary Boyd, will be taken out to the penitentiary to-day.

REVENUE COLLECTIONS.—The internal revenue collections yesterday amounted to $10,252.80.

QUALIFIED.—R. H. Allen qualified before Mayor Keiley yesterday morning as a magistrate for Jackson ward.

THE BOHEMIAN GIRL AT THE THEATRE LAST NIGHT.—Seldom have we witnessed so brilliant a scene in our Theatre as that presented there last evening, the occasion being the presentation of Balfe's charming opera of the Bohemian Girl by the Richmond Amateur Opera Troupe.

From the first rising of the curtain to the last falling thereof the greatest interest and satisfaction were shown throughout the house, and the performance certainly warranted such manifestation.

The principal female characters were perfectly sustained by Mrs. Burwell and Mrs. Word, and we regret that we are confined to such generalities of expression by the lateness of the hour and the crowded condition of our columns. The performance was worthy of professionals, and reflected great credit upon the musical talent of Richmond.

This afternoon at 4 o'clock the performance will be repeated for the benefit of the Lee Memorial Fund. This fund was one of the pet objects of the late Mrs. General Lee's life, and among her last requests was that the General's soldiers and people would never neglect the accomplishment of its object.

MANCHESTER NEWS.

INJUNCTION REFUSED.—Judge William I. Clopton, in vacation, has in an able decision refused the prayer of John H. Winfree, assessor for the township of Manchester, for an injunction restraining William T. Lithgow, city assessor per appointment of the judge of the Hustings Court, from assessing the State license and other State taxes. This decision is important, inasmuch as it defines the status of all city officers acting under a similar appointment. The case was fully argued by S. Brooks for plaintiff, and McRae & Christian for defendants.

THE THIRD-WARD ELECTION.—There will be no special election in the Third Ward for justice of the peace. In lieu thereof Judge Clopton will issue a *mandamus* requiring the judges of election for that ward to complete their work and give the proper returns. The commissioners of election will then reassemble and award a certificate of election to Augustine Royall, Esq., the successful candidate.

This seems troublesome, but is perfectly in accordance with law, and will save the heavy expense of a special election.

CIVIL JUSTICE.—A number of warrants were disposed of in this court yesterday. To-day, at 12 M., the case of Iverson *vs.* Graham will be called, being an action for the custody of some children alleged to be illegally detained. Captain George D. Wise for plaintiff and Colonel Ambers for defendants.

OFFICERS ELECTED.—A. Carter Attkisson has been elected keeper of records and seal of Friendship Lodge, No. 20, Knights of Pythias, *vice* D. J. Weisiger, resigned; and George M. Rogers, Past Chancellor, *vice* Attkisson.

COUNTY COURT.—The June term of the County Court of Chesterfield will commence Monday at 11 o'clock A. M.

EXCURSION TO ASHLAND.—At its last meeting Friendship Lodge, Knights of Pythias, resolved to celebrate the 4th of July by an excursion to Ashland.

THE TOPICS OF THE DAY.
Tom is hopeful on cremation,
Dick is heavy on inflation,
Harry hot on civil-rights.
Jones on anti-liquor fights,
Brown on woman's rights is speaking,
Smith "the K. K. K.'s is shrieking;
But the public talks much more
Over SCHAAP's variety store,

No. 1402 Main street. No wonder, as there are concentrated the finest brands of tobacco and cigars, smokers' articles, gold-headed and other canes, umbrellas, from buggy to school lassie's size; initial paper and stationery generally; reading matter, too select and numerous to describe; gent's jewelry (truly elegant); paper collars (largest assortment), and gent's furnishing and fancy goods. Remember SCHAAP'S, 1402 Main street.

GENTLEMEN'S GAUZE UNDERSHIRTS at 50c. Gentlemen's Balbriggan Hose at 50c., at JULIUS MEYER'S.

PURE MOHAIR LUSTRES at 50c.; Japanese Silks at 50c. worth 75c., at JULIUS MEYER'S.

EXTRA LARGE BRIMS, and extra large size hats, at WEISIGER'S.

PHOTOGRAPHY in all its wondrous beauty can be seen at the elegant gallery of M. J. POWERS & CO., opposite the post-office. Call and examine their specimens in oil, pastel, and water colors, crayon, and India ink. Their plain photographs are rendered beautiful in finish by the exquisite manner in which they retouch their negatives.

ICE-CREAM, ICE-CREAM.—Don't fail to order some of PIZZINI'S superb strawberry pure cream, at $2 per gallon, for to-morrow's dinner. It has no equal.

PARTIES WISHING ICE-CREAM FOR TO-MORROW'S DINNER are requested to leave their orders to-day at D. COLUMBUS'S, 321 Broad street.

MACKINAW HATS at WEISIGER'S, 1201 Main street.

BLACK SILK—a good article—at $1, at JULIUS MEYER'S, 603 Broad street.

FANS and FAN CHAINS in great variety, at low prices, at JULIUS MEYER'S.

BOYS' AND CHILDREN'S HATS, all grades and qualities, just received at WEISIGER'S.

ANYTHING made of sugar can be manufactured to order by D. COLUMBUS, the premium confectioner, at prices to suit the humblest purses.

TRANSPLANTING FLOWERS.—The season is now most favorable for this work, and those desiring to beautify and adorn their grounds by means of flowers should take advantage of this spell of wet weather for that purpose. First, however, get your flowers, and the place to procure them is at JOHN MORTON'S, corner of Main and Reservoir streets.

FOLLOWING FLAVORS OF CREAM AT PIZZINI'S: Strawberry, vanilla, lemon, orange-ice, pineapple, chocolate, and will be delivered in any part of the city to-morrow if you leave your orders early to-day.

D. COLUMBUS makes the best plain and fancy cakes you ever ate. He uses neither lard nor any other adulterating material, but the best table butter. Try them once and you will buy no others.

A NEW AND WORTHY ENTERPRISE.—Mr. HENRY BOWLER, an experienced English brewer, is now turning out at the Spring Park Brewery a most delicious CREAM and ENGLISH ALE. He has made arrangements with Messrs. W. D. Blair & Co., corner Ninth and Main streets, to supply his family trade. It can be had, BOTTLED, at Mr. Louis Euker's, 700 Broad street.

LEAVE YOUR ORDERS FOR ICE-CREAM AT D. COLUMBUS'S, and you may rest sure to have the best and cheapest in town.

STRAWBERRIES mashed and frozen with pure cream at PIZZINI'S—a most delicious article—will be supplied for a few days longer at $2 per gallon. Don't fail to get some.

TO THE LADIES—AUCTION SALE OF FLOWERS. The attention of ladies and others is invited to the large auction sale, by Thomas W. Keesee, of flowers, plants, bulbs, geraniums, &c., at No. 909 Main street.

NO HUMBUG, but real, hard-frozen, pure strawberry cream at PIZZINI'S, 807 Broad street, pronounced by all to be the most delicious ever made for sale in this city.

No. 1 PURE CREAM,
No. 1 pure cream,
No. 1 pure cream,
No. 2 ice-cream of all flavors,
No. 2 ice-cream of all flavors,
No. 2 ice-cream of all flavors,
Roman punch,
Roman punch,
Roman punch,
Lemon and orange ice,
Lemon and orange ice,
Lemon and orange ice,
at D. COLUMBUS'S 321 Broad street.

LINEN DUSTERS for sale by E. B. SPENCE & SON, 1300 Main street.

ONE DOLLAR will buy a gauze under-shirt from E. B. SPENCE & SON.

BLACK ALPACCA COATS, at low prices, for sale by E. B. SPENCE & SON.

LINEN COATS, at all prices for sale by E. B. SPENCE & SON.

PEMBROKE WHITE DRESS-SHIRTS for sale by E. B. SPENCE & SON.

READY-MADE CLOTHING—nice stock of new goods for sale low by E. B. SPENCE & SON.

NAINSOOK UNDER-SHIRTS—something nice and cool—for sale by E. B. SPENCE & SON.

PINEAPPLES cheap at PIZZINI'S.

TRANSFER PRINTING-INKS will copy clear and distinct for an indefinite period of time. Send your orders for work to be done in these inks to the *Dispatch* Printing-House.

REMOVAL.—A. HARRIS'S Loan Office (established in 1865) has been removed to 1322 Main street.

FOUND AT LAST—The long sought-for place where you can get money loaned on your diamonds, watches, jewelry, silverware, &c. Call at A. HARRIS'S Loan Office, 1322 Main street, and you will learn all about it. All transactions strictly confidential.

PERSIAN INSECT POWDER (very effective), and other insect destroyers, sold by L. WAGNER, druggist.

THE GERMAN COLOGNE made by the Nun, (Klosterfrau), Marie Clementine Martin, is imported direct from Coeln, Germany, and sold wholesale and retail by L. WAGNER, druggist.

SAUNDERS'S FACE POWDER, Meenfun, Magnolia Balm, Dorin's Face Powder, Mrs. Shaw's Morphero Lotion for freckles. L. WAGNER, druggist, Sixth and Broad streets.

AUCTION SALES THIS DAY.

GRUBBS & WILLIAMS, 5½ P. M., two framed dwellings on the west side of Laurel street, between Main and Cary, near Monroe Park.

JAMES M. TAYLOR & SON, 5 P. M., commissioner's sale of brick store and dwelling on the west side of Eighteenth street, between Main and Franklin.

GODDIN, WARREN & CO., 6 P. M., a lot of land on the north side of Powhatan street, with a house containing nine rooms.

WILLIAM WALSH, sheriff, 11 A. M., at the horse lot, a roan mare.

MOODY & ROYALL, 5 P. M., commissioner's sale of vacant lot on Hull street, near Mayo's bridge. Also, a lot corner Fifth and Decatur streets.

W. GODDIN, 6 P. M., framed tenement on the east line of Ninth street, near the new free bridge.

HILL & GODDIN, 6 P. M., building lots on the west side of Fifth street, beyond Leigh.

A. B. DUESBERRY, high constable, 11 A. M., at 222 east Broad street, bar-fixtures, furniture, glassware, &c.

THOMAS W. KEESEE, 11 A. M., at store No. 909 Main street, flowers, plants, bulbs, geraniums, &c.

H. McCORMICK, 10 A. M., at store 413 Broad street, French, China, Parian, Bohemian, and white granite ware, furnishing goods, &c.

COOK & LAUGHTON, 10 A. M., at the horse lot, horses, mules, top-buggy, spring-wagon, &c.

FOR SALE.

FOR SALE, a very desirable LOT in Hollywood, on first hill. Apply at No. 309 west Clay street. je 6-3t

FOR SALE, ONE FINE, LARGE, DOUBLE-DESK (black walnut), suitable for an office; also, ONE ELEGANT SILVER-MOUNTED SHOW-CASE. Inquire at 909 Broad street. je 6-3t*

PERSONAL.

MILLER.—A MILLER that can furnish satisfactory testimonials of his capacity to manufacture the best quality of Family Flour, and also of his general good character, can find profitable employment in the country for a few months on application at 1510 Cary street, or by addressing Lock-Box 103, Danville, Va. je 4-Th,S,Tu,Th&S5t*

NOTICE.—I hereby notify and warn all persons not to trade for by purchase or otherwise two certain NEGOTIABLE NOTES, drawn by myself and endorsed by me, dated Richmond, Va., May 5th, 1874, for the sums of $1,113 and $1,165, payable at Planters National Bank of Richmond, the first in twelve months and the other at twenty-four months after date, which notes were for real estate bought from Mrs. C. D. HANSEN, widow and devisee of Charles Hansen, deceased, and delivered to her. Title to real estate not being perfect, I will not pay said notes when due.
my 27-2aw4w R. BURGESS.

THE DISPATCH.

TERMS OF ADVERTISING:

CASH—INVARIABLY IN ADVANCE.

One square, one insertion	$0 75
One square, two insertions	1 25
One square, three insertions	1 75
One square, six insertions	3 00
One square, twelve insertions	5 00
One square, one month	10 00
One square, two months	18 00
One square, three months	25 00

MEETINGS.

MARSHALL WARD CONSERVATIVE CLUB will meet TO-NIGHT at 8 o'clock. A full attendance is requested. je 6-1t*

NOTICE.—Active members and Alumni of the K. A. FRATERNITY will meet at S. B. Witt's office (Shafer's building) on MONDAY, June 8th, at 7½ P. M. Business of great importance. je 6-1t*

CRYSTAL TEMPLE OF HONOR AND TEMPERANCE, No. 3.—WORTHY OFFICERS AND BROTHERS: You are hereby requested to attend a regular meeting of your Temple THIS (Saturday) EVENING promptly at 8 o'clock. Candidates for initiation please be prompt. By order of the W. C. T. R. W. STUBS, je 6-1t Worthy Recorder.

MILITARY NOTICES.

ATTENTION, COMPANY D! (STONEWALL GUARD)

Assemble at the armory THIS (Saturday) EVENING at 8 o'clock, in full-dress uniform, armed and equipped for drill.
By order of Captain CARRINGTON.
je 6-1t W. C. TAYLOR, O. S.

AMUSEMENTS.

THE YEAR—

A CANTATA IN FOUR PARTS—

representing the

MONTHS AND SEASONS,

with Music, Recitations, Tableaux, Chemical Lights, &c., will be given at Virginia Opera-House on MONDAY, June 8th, by the

SUNDAY-SCHOOL CHOIR OF THE FIRST BAPTIST CHURCH

FOR A BENEVOLENT PURPOSE.

Admission, 50c.; Sunday-school children, 25c. Tickets for sale at Starke & Ryland's and by the children.

After the Concert on Monday night, and again on Tuesday night at 8 o'clock, there will be a Strawberry and Ice-Cream Feast in the basement of the First Baptist church. The Concert will commence promptly at 8 o'clock, in order to give all an opportunity to attend the feast. je 6-2t*

MATINEE—THE BOHEMIAN GIRL.

The sale of reserved seats for the MATINEE TO-DAY will commence at AMBOLD'S, 920 Main street, THIS MORNING at 9 o'clock. je 6-1t

FAIR-GROUNDS.

There will be PIGEON-SHOOTING at the Fair-Grounds at 3 o'clock MONDAY AFTERNOON. One hundred birds will be trapped. je 6-2t

RICHMOND THEATRE.

ENGLISH OPERA.

RICHMOND AMATEUR OPERA TROUPE.
will perform Balfe's charming opera,
BOHEMIAN GIRL,
FRIDAY EVENING, June 5th, at 8¾ P. M.

SATURDAY AFTERNOON (MATINEE), June 6th, at 4 P. M., for the
BENEFIT OF LEE MEMORIAL FUND.

Tickets and sale of reserved seats to commence THURSDAY MORNING, June 4th, at Professor AMBOLD'S music store. je 1-6t

FAIRS, &c.

THE FAIR

OF THE

HEBREW LADIES' SEWING SOCIETY

will be reopened on

SATURDAY EVENING at 8 o'clock.

So far our efforts have been crowned with success, and we invite our friends and fellow-citizens most respectfully to assist in this our first undertaking of this kind.

The proceeds of this FAIR will be for the benefit of our SYNAGOGUE, on Eleventh near Marshall street. [je 6-1t] THE COMMITTEE.

EXCURSIONS.

EXCURSION TICKETS.

RICHMOND AND DANVILLE RAILROAD.

1874. SUMMER ARRANGEMENTS. 1874.

On and after JUNE 1st ROUND-TRIP TICKETS will be on sale at the Richmond and Danville Railroad depot at the following prices, viz:

To Bonsack's and return	$10 25
To Christiansburg and return	12 60
To Alleghany and return	12 00
To Big Tunnel and return	12 30
To New River and return	13 00
To Conyer's and return	10 25
To Buffalo Springs and return	8 00
To Hickory, N. C., and return	18 00
To Asheville and return	25 25

For further information and excursion rates between points not above mentioned apply to
S. E. ALLEN, General Ticket Agent,
je 2-6t Greensboro', N. C.

LOST, STRAYED, &c.

LOST, on Wednesday, 3d instant, between 8 and 9 P. M., on the way from the post-office to Third and Main, and thence to Third and Cary streets, a LOCKET, composed of onyx and blood stone; contained two miniatures, and was attached to two links of a watch chain. It is of little value to the finder, but invaluable to the owner. A liberal reward will be paid if left at G. & A. Bargamin's, 907 East Main street.
je 6-2t C. Y. BARGAMIN.

LOST OR MISLAID, a NEGOTIABLE NOTE for $1,800, drawn by me, dated 5th of June, 1874, payable four months after date, to the order of J. Grattan Cabell and endorsed by him. The public are warned against negotiating this note.
je 6-1t HENRY C. CABELL.

RUN OFF FROM MY PLACE, Tuesday evening, June 2d, with a DARK-BAY MARE, badly hipped, a LIGHT-BAY MARE COLT, about two years old, and well-grown; white in the face, inclining more to one side, long bushy tail and small knot on the inside of one of the fore legs. Any information concerning them will be thankfully received and expenses paid.
RICHARD D. CARTER,
je 6-1t* near Blakey's old mill.

STRAYED OR STOLEN, on the evening of the 21st of May, a SMALL BLACK COW, with short horns. Any information leading to her recovery will be thankfully received and liberally rewarded. Apply at No. 900 Leigh street. je 6-1t

MILLINERY.

GRAND SUMMER OPENING,

MONDAY and TUESDAY,
JUNE 1ST AND 2D.

Madame DEMELMAN, having gone North for the second time this season, will exhibit on MONDAY and TUESDAY, June 1st and 2d, all the LATEST DESIGNS

In French-pattern Bonnets and Hats; also, all the NOVELTIES, such as Untrimmed Chip, English Straw, Leghorn, and a full line of children's hats.

Ladies of good taste will please call and examine for themselves.

Also, all the new styles in Lace Scarfs, Parasols, Chatelaines, Kid Gloves, Lace Sacques, Shawls, and a full line of Fancy Goods, too numerous to mention, at Madame DEMELMAN'S,
ap 8-3m 1323 Main street.

JEWELRY, &c.

SPECIAL NOTICE.

Great bargains offered in
DIAMONDS, WATCHES, CHAINS, AND JEWELRY.

In order to realize the cash on the following-named "Forfeited Pledges" I shall offer great inducements to purchasers of same. The articles consist of

1 fine stem-winding Howard Watch, in 18 karat heavy Gold Case,
1 genuine F. B. Adams Watch, in 18 karat heavy Gold Case,
45 very fine 14 and 18 karat Gold stem and key-winding Watches,
36 fine Opera, Vest, Chatelaine, and Neck Chains;
Diamond Rings and Buttons; 63 Amethyst, Onyx, Topaz, Bloodstone, and heavy plain Gold Rings, for ladies and gentlemen;
25 Lockets and charms, 54 sets of Sleeve and Bosom Buttons, 8 sets of Pins and Ear-rings, 10 fine Brooches;
3 pair elegant Bracelets, 1 fine solid Gold and Diamond Locket, 1 fine solid Gold and Pearl Fan-Holder, and many other articles too numerous to mention; all of which I shall sell at considerably less than the cost of the same.

I most respectfully invite every one inclined towards getting great bargains to call at the earliest date and examine the articles at
S. A. WINSTOCK'S Loan Office,
No. 17 Fourteenth street,
je 4-1m under Exchange Hotel.

NOWLAN & CO.
are opening elegant new styles of
OPERA CHAINS,
CHAIN BRACELETS,
AMETHYST and ROMAN SETS,
DIAMOND ENGAGEMENT and
PLAIN GOLD WEDDING RINGS;
NEW BRIDAL SILVER, in cases.
my 27-1m corner Main and Tenth streets.

PROPOSALS.

CITY ENGINEER'S OFFICE,
RICHMOND, VA., May 28, 1874.

SEALED PROPOSALS will be received at this office until MONDAY, June 15th, at 12 o'clock M., for the PURCHASE of the MATERIALS in the old City Hall. Bids must state separately the price for each material, whether bricks, stone, wood-work, iron, gas-pipe, &c.

Any information desired can be obtained upon application at this office.

The Committee on Grounds and Buildings reserves the right to reject any or all proposals offered.
W. E. CUTSHAW,
my 28-td City Engineer.

SILK ELASTIC STOCKINGS.
For sale by BODEKER BROTHERS.