THE HIGHER COURTS.

Synopses of Decisions Rendered at the Present Tyler Sitting.

COURT OF APPEALS.

Correspondence of the Gazette.

TYLER, TEX., Nov. 28.—Bud Woods vs. the State; appeal from Williamson. It is earnestly contended by counsel for appellant in the shape of a plea in abatement of the indictment, that one of the grand jurors who found the bill against appellant, was disqualified and incompetent in that before sitting on said jury, he had been convicted of a felony and had not since been restored to citizenship. 1. Such a plea could not be interposed to the indictment. Any person before the grand jury have been impaneled may challenge the array of jurors, or any person presented as a grand juror and in no other way shall objections to the qualifications and legality of grand jurors be heard. [C. C. P. Art. 577.] The indictment of the grand juror is not set out, nor is there any positive proof that he was ever convicted of a felony, except inferentially, but if the plea had been well supported by positive proof, same was not well taken. 2 The court did not err in excluding the testimony of a witness offered by appellant who had been tried, convicted and fined for illegally driving the animal appellant is alleged to have stolen, from its accustomed range, it being shown that he had not yet paid the fine, and a final judgment having been rendered against him. 3 The indictment alleges that the animal was taken "without the consent of the said Clifton, or the said Ash, or the said Robertson, or either of them." The court instructed the jury that if they believed beyond a reasonable doubt etc, "that said taking, if any, was without the consent of the said Robertson, or Ash, or Clifton, or either of them," etc., etc, then you will find him guilty," etc. Held: This charge was fundamental error. It was tantamount to charging that they might convict if any one of the parties had not consented to the taking though the other two had so consented. Reversed and remanded. White P. J.

E. Y. Thompson vs. the State; appeal from Coleman. Conviction for theft of a horse. 1. The law with reference to recording brands applies to horses as well as to cattle, and the certificate of recording of the brand was admissable in evidence. 2. The testimony shows that the horse in question was taken by appellant, together with a carload of other horses to Coleman City for shipment; that he shipped them off and sold them; that there were two or three parties who saw appellant on his way to Coleman City with the herd of horses; that it was their opinion that the horse in question was branded P. C., the other being branded P. G., appellant having purchased the P G brand. Eight or ten men saw the horse in queston in the stock pen before it was shipped. About half of them say they took the brand to be a P. C. brand; the others testify positively that it was a P. G. brand. Held: Under these facts we must hold that the evidence does not support the verdict. Reversed and remanded. Hurt, J.

C. C Daugherty vs. Belew et al.; appeal from Collin. One Williams and wife conveyed land to appellee. Belew, with warranty deed, executing in consideration thereof their five promissory notes, with a vendor's lien. The fifth and last note was due December 25, 1883. Belew conveyed the land to one Stinson by warranty deed in 1881. Stinson conveyed to one Warden by warranty deed in 1882. Warden conveyed to appellant, C. C. Daugherty, in 1884. The fifth and last note given by Belew was unpaid at the date of these various conveyances. Suit was brought on same and to foreclose vendor's lien on the land. Appellant Daugherty, to prevent the sale, paid the note and interest. He then brought this suit against Belew, Stinson and Warden for breach of warranty. Held: The appellant should have recovered of appellees the amount paid by him on the unpaid vendor's lien note. Reversed and remanded. Hurt, J.

J. W. Comer vs. the State; appeal from Cherokee. Conviction unlawfully playing at a game with cards. It is shown that the playing was done in a room in a hotel used as a room for the reception of guests, and the defense was that same was a private room, and not commonly used for gaming. It was shown that Comer and others would go into the guest rooms, close the door to the general public, and that they paid the clerk for the room. Also that only those engaged in the game occupied the room while the game lasted. Held: The room was in a tavern; the parties playing in it only occupied it temporarily for the purpose of gaming and no other purpose. They did not seek it as a place of rest, or of habitation, that in so far as the room was concerned they could not be considered as guests by the hotel who had acquired the use and appropriated it for usual and ordinary purposes of guests, and consequently it was not a private room. No error. Affirmed. White, P. J.

Gulf Colorado and Santa Fe Railway vs. Jacob Dobson; appeal from Cooke. Suit by appellee to recover damages to a horse and buggy sustained by a collision with a train on appellants road. It is shown that there was a large show sign on a cotton platform that obscured appellants view of the road when he started across same; that he knew it was customary to run trains across the street at said crossing; that appellant never looked or listened before driving on the track; that he drove on in a trot; that the train was backing at the rate of three miles an hour when it ran into appellants buggy; that the bell was ringing at the time of the collision: that the conductor when he saw appellant tried to stop the train but was unable to do so before the collision occurred. Held: The evidence fails to support the verdict. Reversed and remanded. Hurt, J.

W. D. Bell et al vs. P. L. Gammon et al.; appeal from Ellis. P. L. Gammon and J. W. Bell were sureties upon a note with W. D. Bell as principal. When the note fell due W. D. Bell was unable to meet same, and his sureties, Gammon and J. W. Bell paid same. To indemnify them he executed a mortgage on a horse and mare, the property remaining in the possession of W. D. Bell. This suit was brought against W. D. Bell on the note and to foreclose the mortgage, and as one Ware had possession of the stock he was made a party. Defendant Bell did not answer, but Ware answered by general demurrer and general denial. Verdict for appellees. 1. It was unnecessary for the petition to allege (same alleging that the stock had been sold under execution) the names of the parties plaintiff and defendant in the suit on which execution issued, and the stock was seized and sold. 2. Where in execution sale a party has notice of a mortgage upon property proposed for sale, and purchases with such notice, he has no defense against a bona fide mortgagee. 3. Payment of the Bell note by appellees did not extinguish the debt, the payee having assigned the note to appellees and they are entitled to recover in this action. No error. Affirmed. Hurt, J.

St. Louis, Arkansas and Texas Railway vs. W. T. McKinney; appeal from Hopkins. Suit for damages by appellee by reason of having his fence torn down and failure of appellant to build cattle guards, whereby his wheat crop was destroyed. 1. Where a party fails to interpose the plea of res adjudicata he will not be permitted to introduce evidence to prove the fact. The court did not err in rejecting the evidence as to res adjudicata. No reversible error. Affirmed. Hurt, J.

W. T. Maddox vs. J. F. Tierney; error from Tarrant. Suit by appellee against appellant for seizing and converting certain horses, the alleged property of appellee. Appellant answered by general denial and special plea, to-wit: That at the time of the alleged seizure he was sheriff of Tarrant county and seized same by virtue of an order of sale issued out of the district court of said county, that as sheriff and in obedience to said order he did sell the said property. 1. Conceding that the district court had jurisdiction of the subject matter out of which the order of sale grows, and that the writ or order of sale was found, this special answer does not present a defense to plaintiff's action. While we freely admit that the authority on this proposition are conflicting, as we have found no expression from our own supreme court upon this question, we are left to select that view, which best accords with principle. [3 Cal [469—14; Barbour's 506—31; N. Y 349.] 2 It is shown that the judgment under which the order of sale issued, was one foreclosing a morigage on the property to satisfy a debt against one Turner. We are of opinion that if the property upon which the moigage is sought to be foreclosed is in possession of a person who is not a party to the writ, nor subject thereto, it cannot be seized, but the officer must proceed as is required in art. 1340 R. S. There was no error in the court below. Affirmed. Hurt, J.

SUPREME COURT.

Hicks & Bro vs. Rose & Redditt; appeal from Shelby. On motion for rehearing. The grounds of the motion for rehearing in this case having been duly considered of by the court, it is adjudged that the same are not tenable, and the opinion of a former day of this term will remain unchanged. Motion overruled. Stayton, C. J.

Gulf, Colorado and Santa Fe Railway vs. J. L. Edwards; appeal from Ellis. This is a motion to affirm on certificate, and it appearing to the court that the grounds set out for affirmance on certificate are well taken, same will be sustained. Affirmed on certificate. Stayton, C. J.

Geo. W. Henslee et al. vs. J. L. Henslee; appeal from Hunt. This is a motion by appellee to affirm on certificate. Appellee in his motion has shown sufficient grounds to affirm on certificate, and same will be sustained. Affirmed on certificate. Stayton, C. J.

M Cullen et al vs. M. Drane & Son; appeal from Navarro. On motion to dismiss appeal. Appellees move to dismiss this appeal on the ground that there are no conclusions of "law and fact" in the record as required by the rules of this court. Held: The absence of a conclusion of law and fact is not ground for the dismissal of an appeal. Motion overruled. Stayton, C. J.

Missouri Pacific Railway vs. Wiley M Smith; appeal from Grayson. There being a written agreement filed in this cause between the attorneys for appellee and appellants compromising the suit, and that same be dismissed at cost of appellant, it is therefore ordered that this case be dismissed and stricken from the docket at the cost of appellant. Stayton, C.J.

M. Cullen et al vs. M. Drane & Son; appeal from Navarro. On motion to strike out statement of facts. It is shown to the court that there was no order by the court below allowing ten days for filing a statement of facts, that the same was made up within ten days, but was not approved by the court for thirty or forty days. Held: The motion to strike out the statement of facts will be sustained. Stayton, C. J.

J. V. Hudgins et al vs. M Sansom et al; appeal from Johnson. Motion to advance cause. In the motion to advance, it is shown that this is an appeal from a judgment of the district court of Johnson county sustaining a ruling of the probate court of said county in reference to a partition of real estate amongst devisees under the will of one Sansom, and on this ground a motion is filed to give the cause precedence. Held: The motion to give precedence will be overruled. Stayton, C. J.

C Hensley et al vs. Bascom McDaniel; appeal from Ellis. On motion to affirm on certificate. It being shown to the satisfaction of the court that legal grounds for the affirmance of this cause on certificate exists, the motion to affirm will be sustained. Affirmed on certificate. Stayton, C. J.

W. A. Walker vs. R S. Terry; appeal from Marion. On motion for rehearing. The grounds set forth in the motion having been considered by the court, it is found that same are not maintainable, and the motion for rehearing is therefore overruled. Stayton, C. J.

John C. Brown, receiver, et al vs Owen Sullivan; appeal from Harrison. On motion for hearing. The grounds of the motion having been duly considered by the court we have found no reason for changing our opinion of a former day of this term affirming this cause. Motion overruled. Stayton, C. J.

Missouri Pacific Railway vs. J. F. O'Brien; appeal from Grayson. There having been filed in this court an agreement signed by the attorneys of appellee and appellant, that this cause be dismissed, and that the cost be taxed against appellant, it is therefore ordered that the same be stricken from the docket in accordance with the written agreement of counsel for both parties. Dismissed. Stayton, C. J.

Missouri Pacific Railway vs. Charles W. Shumate; appeal from Grayson. There being the same agreement in this case as in Missouri Pacific Railway vs. O'Brien above reported, the case will be stricken from the docket at the cost of appellant. Dismissed. Stayton, C. J.

Wills Point Bank vs. Bates, Reed & Cooley; appeal from Van Zandt. On the 19th of January, 1882, the appellees levied an attachment against Gugenheim & Co. on the property in controversy, and on the 20th of September, 1883, recovered judgment for their debts against Gugenheim & Co., with a foreclosure of the attachment lein, the judgment directing that the order of sale be suspended to await the result of the suit. Appellants claim that Gugenheim & Co. were indebted to them in the sum of $860,300, and that in satisfaction of this debt, two days prior to the levy of appellees' attachment, they purchased the stock of goods in controversy. Appellees set up in the court below that the alleged sale was made with the intent to hinder, delay and defraud the creditors of Gugenheim & Co.; that appellants in reality had no debt against Gugenheim & Co., that Gugenheim never delivered possession of the goods to appellant. 1 It was not error to permit Williams, one of the claimants, who testified in behalf of appellees, to state the contents of a letter (proof being made as to its loss) received by him from one of the claimants, same containing certain statements with reference to the alleged sale of the stock of goods to appellant by Gugenheim & Co. This evidence tended to show that there was no real sale, but only an effort to withdraw the goods from the reach of the other creditors, or that the transaction was nothing more than a mortgage. Such declarations or admissions made by one partner to another have never been recognized as privileged communications. Nor does the fact that Williams testified after the dissolution of the partnership affect the admissibility of the evidence. 2 The court did not err in refusing in evidence a book furnished Gugenheim & Co. by appellants, in which it was alleged was entered the debits and credits between them, made up from time to time by the appellants, and embracing a period before and after the transaction through which they claimed the goods. 3. If in an opening argument any point of evidence through inadvertence is not commented upon by counsel, he is not thereby precluded from commenting upon the same in his closing argument. 4. It is the well settled law of this state that jurors will not be permitted to impeach their own verdict. 5. Where the evidence is conflicting, there being ample evidence to support the judgment of the court below, this court will not reverse on that ground. The judgment of the court below will be affirmed. Stayton, C. J.

Commission of Appeals.

TYLER TERM, 1888.

Oliver S. Kennedy vs. A. R. Embry et al.; appeal from Tarrant. Trespass to try title. 1. Under an executory contract upon total failure of performance on the part of the vendee the vendor has the right to either sue for the purchase money and foreclose his mortgage, or he may rescind the contract and recover the land. Where there has been part performance by the vendee, as paying a portion of the purchase money on taking possession, and making improvements under the contract, he would be entitled to reasonable notice of the vendor's intention to rescind. But where the vendee has abandoned the contract, even though he has paid a part, the vendor need not give him notice of his intention to rescind. Affirmed. Acker, P. J.

Charles Wolfe vs. G. M. Brass; appeal from Travis. Suit by appellee against appellant to compel him to remove fencing and other obstructions from an alley, and for an injunction to prevent him from ever closing the same for any other purposes except that of a public alley. 1. To constitute a dedication so as to estop the proprietor and his privies, there need not be a formal grant by deed nor is it necessary that use by the public should be continued for so long time as to raise the presumption of a grant. It is sufficient if there has been some act or declaration upon the part of the owner of the fee indicating unequivocally his purpose to dedicate, and the public has used the property for the purposes to which the act or declaration of the proprietor indicates it was his intention to dedicate it. 2 Where a witness told an attorney for the defense that the land had been enclosed six or seven years, and that he would so testify, and when he was placed upon the stand he testified that the land had been enclosed a shorter period of time than he stated to counsel, and that he knew this by reference to an entry in his diary made at the time of the enclosure, but at the time of his statement to counsel, he did not think of his entry in his diary. Held: This state of facts would not justify the court in granting a new trial on the ground of surprise and newly discovered testimony. No error. Affirmed. Acker, P. J.

The Bradstreet Company vs. Robert Gill; appeal from Bastrop. Suit by appellee to recover damages for appellant falsely reporting him to the commercial houses of the United States "then and there unable to meet his outstanding indebtedness and would soon fail." Plaintiff alleges that these false statements were made to parties from whom he purchased goods, and others with whom he dealt, and that thereby he was damaged in the sum of $4000. The petition alleged that appellant was a foreign corporation doing business in the United States and in Texas, in Bastrop county, and that it had its local agent there. Defendant denied that it had any local agent in Bastrop county, and pleaded in abatement to the jurisdiction of the court. 1. It was error in the court to charge that appellant had a local agent in Bastrop county, and that the court had jurisdiction. This was a question of fact to be submitted to the jury under proper instructions from the court. 2 Agency or not is a question of law to be determined by the relations of the parties as they in fact exist under their agreement or acts. If relations exist which will constitute an agency, it will be an agency whether the parties understood it to be or not. 3 In a petition in a suit of this character, it should set out not only the meaning of the words or libel, but should state explicitly what the libel was. It is not sufficient in this kind of a suit to state the substance of the language used, or its meaning. The general demurrer to the petition should have been sustained. 4. There was no error in permitting witnesses in possession of the key to appellant's reports to explain what was meant by reporting a merchant's standing "in blank," the evidence showing that plaintiff was so reported. 5. The court erred in permitting witnesses to state what effect, in commercial circles, such a rating as given appellee would have upon a party. This was a mere opinion, and this question should have been left to the jury. Reversed and remanded. Collard, J.

R. W. Choate et al. vs Henry T. Kluge et al.; appeal from Travis. Suit by appellees against appellants to recover damages for the illegal seizure and sale, under execution, of forty-nine head of horses. 1. The statute requiring a charge to be in writing is merely directory. 2. All persons whether parties in interest or not, who participate in an illegal levy, are trespassers, in such levy, both the attorneys who direted it, and the principal for whom they acted will be held as trespassers. 3. The court erred in instructing the jury that "the cash value of the horses at the time of the sale, will constitute the measure of damages, and the jury will not be governed, by what the horses brought at the sheriff's sale" This, however, is corrected by an instruction that "the market value at the time and place of sale should govern" 4. There was error in permitting appellee Kluge to testify that in July, 1885, he sold horses like those levied upon, in Texarkana, thirty miles from where the horses seized were sold, at a certain price. 5. In view of the fact that there were eight or ten defendants in the court below, with nearly as many different defenses, and fifteen or twenty witnesses, and that these defendants were represented by only two attorneys, we are of opinion that the court committed a material error in limiting the counsel for defendants to only thirty-five minutes each in their addresses to the jury. While the court has the discretion as to this matter, we hold that same was not properly exercised in this instance. Reversed and remanded. Hobby, J.

San Antonio Waterworks Company vs. Moury & Co.; appeal from Bexar. Suit on account, brought by appellees. Appellees were merchants in San Antonio, and appellants in addition to furnishing water to the citizens of said city, dealt in plumbing supplies, pipe, pottery, etc. It is shown that there were mutual dealings between the parties, and this suit is brought to recover a balance alleged to be due appellees. Appellants plead limitation of two years. Held: The finding of the court below that the account was between merchant and merchant, and that therefore the statute of limitation of two years was not available was correct. No error. Affirmed. Collard, J.

Missouri Pacific Railway vs. J. N. Fagan et al.; appeal from Comal. Suit by appellees to recover damages to two carloads of horses shipped over the road of appellant. 1. To warrant the introduction of usage or custom in the course of trade, it is necessary to show that it is uniform, reasonable and notorious, and the custom must be established by a witness or witnesses who are experienced in such transactions, and who can testify to the facts constituting the customs. Opinions are not sufficient, nor are reports, or representations. The court erred in permitting appellee Fagan to state what the custom of the railroad was in delivering stock at their destination. 2. The court did not err in refusing to let appellant prove that they never accepted stock for shipment unless under certain conditions, modifying their common law liability. A usage cannot be a good usage if it is contrary to law or public policy. Such a custom would be bad because railroads cannot legally refuse to ship live stock. A common carrier has no right to demand of a shipper a waiver of his rights as a condition precedent to receiving freight. A reasonable custom, however, can be proven. 3. The court found as a conclusion of law that the measure of damages was the difference between the market value of the stock in the condition they arrived at destination, and their market value had they arrived in good order and condition. Held: error. The correct measure of damage would be the price, less the freight charges, the horses would have brought in market at the place of destination in the condition they would have been in had the company exercised due care of the same while in its possession. In case of partial loss, the measure of damages would be the difference in such price, less the freight, and the value of the animals at the same place at the time of reaching destination. Reversed and remanded. Collard, J.

F. E. Grothaus, administrator, vs. George Wille; appeal from Bexar. Suit by appellant as administrator against appellee who was formerly executor under a will of the same estate on which appellant has now administered to compel him to pay over certain moneys alleged to have been collected for the estate while acting as executor. Appellee plead to the jurisdiction and general denial. The court permitted appellee to prove that as executor he had paid out these various sums, which he was charged with appropriating, as expenses of the estate, debts, etc. This evidence was objected to by appellant. Held: The defense made by the appellee's proof was in confession and evidence of the action brought against him, and was not admissible under the general denial. 2 The court erred in not permitting appellant to cross examine appellee as to the necessity of employing an attorney for the estate, and the reasonableness of his fee. Reversed and remanded. Hobby, J.

Hon. Norman J. Colman, (now United States Commissioner of Agriculture) has indorsed S. S. S. (Swift's Specific) under date of as being all that it claims to be as an alterative, purgative, depurator and tonic, acting specifically on the liver, blood, kidneys and bowels.

The Fort Worth Markets.

BUTTER—Texas 22½@25c per lb; northern 23@25c.

COTTON—8 50@9 00.

COFFEE—Rio, fair 16½c; prime 17½; choice 17½@18½c; fancy 19½; Java 26½c; Golden Rio 18½c; Pea Barry 19@19½c.

CHEESE—Full cream twins 13½@14½c; Badger state 14@14½c; young America 14½c.

CANNED GOODS—Prices per dozen: Pineapples, standard, 2 lbs, $1 55@1 65; peaches, standard, 2 lbs, $1 50; 3 lbs $2 15; seconds, 2 lbs $1 25; 3 lbs $1 75; strawberries, 2 lbs $1 35; blackberries, 2 lb, $1 00@1 10; green gages $—; raspberries, 2 lb, $1 40; marrowfat peas, 2 lb 85; oysters, full weight 1 lb 95c@$1 00; 2 lbs $1 60@1 80; tomatoes, standard, 2 lbs 95@1 00; 3 lbs $1 20@1 10; green corn $1 10@1 80; salmon, 1 lb $1 70@1 85; sardines, ¼s, domestic, $5 00@5 50; imported $13 00@15 00; Eagle condensed milk $8 25, California canned goods, Cutting brand, are on the market and are quoted: Apricots, 2½ lbs, $2 15; blackberries, $2 25; peaches, yellow free, $2 40; peaches, white cling, $2 65; plums, $2 00; pears $2 40; grapes, $2 00; red cherries $2 40.

DRY GOODS—Price list of fall and winter, 1888:

Prints—Allen's fancy, 6c; American fancy 6c; American indigoes, 6¾c; Berlin solids, 6c; Berlin oil colors, 7c; Berwick, 4¾c; Cyclone, 6c; Dunnell 6c; Edystone 6¾c; Gloucester fancy, 6c; Gloucester silver grey, 5¾c; Hartel 6c; Hamilton staple checks, 6c; Lodi, 5c; Manchester, 6c; Merrimack, 6c; Ramapo, 3¾c; Simpson's mournings, 6¾c; Windsor fancy, 6¾c; Washington oil colors, 7c Washington canary, 7c.

Brown Cottons—Anniston, 8¾c; Appleton A, 7¾c; Argyle Family Cotton, 7¾c; Augusta 4-4, 7c; Belfast R, 6¾c; Black Crow, 6¾c; Boot C, 6c; Busy Bee, 6¾c; Clifton CCC, 6¾c; Constitution, 7¾c; Chapman Lining, 3¾c; Marshall Lining, 4¾c; Utica C, 4¾c; Lawrence LL, 6c; Piedmont, 7c.

Bleached Cotton—Sterling, 5c; Prosperity, 6c; Peabody, 6c; Ballardville, 7c; Forest Mills, 7½c; Pioneer, 7½c; Snowsnake, 7½c; Ellerton, 8c; Lilly of the Valley, 8½c; Lonsdale, 9c; Blackstone, 8c, Champion, 6¾c; Conway, 7½c; Crusader, 8½c; Dauntless, 6c; Farmers' Choice, 7c; First Call, 6¾c; Fitchville, 7¾c; Fruit of the Loom, 9¾c; Gem of the Spindle, 8c; Gold Medal, 7¾c.

Hickory Stripes — Hamilton, 10; Extra Stout 10c; Rock River, 8¾c; Cambridge, 8c; Sheridan, 8c; Conestoga 10¾c.

Denims—Clark's Mills, 10½c; Greenville, 10½c; Everett, 14½c; Haymaker, 7½c; Carthage, 15c; Aurora, 13½c.

Silesias—Red Cross, 8c; Mound City, 8½c; Berwick, 9c; D & C., 10½c; Royal Twill, 11½c; Gold Dust, 8½c.

Kentucky Jeans—Polaris, 17c; Hoosier, 15½c; Queen City, 25½c; Alliance, 34c; Our Choice, 30c; Davenport, 22½c; Agenoria, 22½c, extra merino, 47½c; Columbus, 26c; Golden Fleece, 22½c.

Repellants—Forbes, 37½c; Bedford, 42½c Puritan, 45c; Pavonia, 45c; Robinson, 52½c; Ivanhoe, 50c; Mantua, 47½c.

AGGS—18 per dozen.

FLOUR—Best patents, $3 30@3 50 per 100 lbs, half patents, $3 15@3 25; third grade, $3 00 Buckwheat flour, 2lb 10 to case, $2 00; 5lb 20 to case, $8 00.

FRUITS AND VEGETABLES — Lemons, choice, $5 50@5 75 per box; fancy $4 25@4 50 per box; large Lima beans, in sacks, 5½c; California small white beans 3½@4c; northern apples $2 75@3 00 per bbl; Colorado potatoes 90@95c bu; northern potatoes 75@80c; onions 2@2½c per lb; northern cabbage $2 50 per crate.

FUEL—McAllister coal, car-load on track, at yard $6 00, delivered $6 50; McAllister coal, 5 to 10 tons, at yard $6 25, delivered $6 75; McAllister coal, 2 to 4 tons, at yard $6 50, delivered $7 00; McAllister coal 1 ton, at yard $7 00; delivered $7 50; McAllister coal, ½ ton, at yard $3 50 delivered $4 00; McAllister coal, ¼ ton, at yard $1 75, delivered $2 10; McAllister coal, less than ¼ ton per 100, at yard 45c; Pennsylvania hard coal, 5 to 10 tons, at yard $12 00, delivered $12 50; Pennsylvania hard coal, 1 ton, at yard $13 00 delivered $13 50; Pennsylvania hard coal, ½ ton, delivered, $6 50; blacksmith coal, 1 ton, at yard $12 00, delivered $12 50

Cord wood, 1 cord, delivered $4 00; cord wood, ½ cord, delivered $2 00; stove wood, 1 cord, delivered $5 50; stove wood, ½ cord, delivered $3 75.

GRAPES—Concord 60c; Catawba 60c per basket; Malagas, in bbls, $6 50 per bbl; per ½ bbl $3 75.

GRAIN AND FEEDSTUFFS—Quotations below are on grain from store.

Corn 40c per bu in shuck.

Wheat—$1 00

Oats—Sacked 30c

Bran—90c per hundred

Barley—75c per bushel.

Rye—$1 00 per bushel.

Hay—Loose prime, $6 00@7 00; Johnson grass $7 00; best prairie hay, baled, $8 00@10 00 per ton f. o. b.; alfalfa, loose, $12 00 per ton.

HORSES AND MULES—In car or train load colts: Mexican mares, 13½ to 13¾ hands high unbroken $15 00@18 00 per head; Mexican mares, 13¾ to 14 hands high, unbroken, $18 00@22 00 per head; American mares, 13 to 14 hands high, unbroken $30 00@30 00 per head; American mares, 14 to 15 hands high, unbroken, $30 00@40 00 per head; American mares, 15 to 16 hands high, unbroken, $40 00@60 00 per head; American horses, 13 to 14 hands high unbroken, $35 00@50 00 per head; American horses, 14 to 15 hands high, unbroken, $50 00@60 00 per head; Mexican horses, 13 to 14 hands high, unbroken, $18 00@25 00 per head; Mexican horses, 14 to 15 hands high, unbroken, $25 00@30 00 per head; Mexican mules, 12½ to 14 hands high, unbroken, $35 00@60 00 per head; Texas mules 13 to 16¾ hands high, broke, $50 00@150 00; American draft horses, 15 to 16¾ hands high, broke, $100@175 00. From $1 to $5 additional for thoroughly broke stock.

HIDES AND SKINS—Dry butchers' hides, 8c per lb; dry fallen, 7c; light damaged, 5c; pelts 50@65c

Dry salted 7c; bull hides 6c; green salted, 5c; butchers green 4c; shearlings 20c.

NAILS—$3 25 per keg, basis 10d; burden horseshoe per keg $5; Perkins, same, $5 50; Walker, same, $5 50; burden mule $6; northwestern horseshoe nails, No. 4, 50c; No. 5, 25c; No. 6, 23c; No. 7, 21c; No. 8, 20c; "Lake's" No. 4 45c; No. 5, 25c; No. 6 22c; No. 7, 20c; No. 8, 19c; Arabia, same, No. 4, 45c; No. 5, 34c; No. 6, 31c; No. 7, 14c; No. 8, 12c.

NUTS — Brazils, 5@7c; pecans, 5@6c; Almonds, 20c; Brazil nuts, 12½c per lb; filberts 12½c per lb.

MOLASSES—Fancy choice new crop OK molasses 55@60c; fancy new crop syrup 52@55; choice new plantation syrup 50@52; choice centrifugal molasses 40@42c; prime do 35@38c; fair do 28@30c; ordinary do 20@22c. Maple Syrup—Old Time, 1 gal cans $12 00; ½ gal cans $6 75; qts $4 00; 5 gal cans 95c per gal.

PROVISIONS—The quotations are those of jobbers.

Fish—Mackerel, 10-lb pails No. 1, $1 50; No. 2, $1 35; half bbls No. 1, $9 00; No. 2, $8 25; codfish, brl lbs, 7@8c per lb; loose codfish 6@6½c.

Spiced pickled herrings, per dozen, $1 25.

Holland herrings—Kegs, $1 50@1 75.

Dried herrings—Per box, 40c.

Bologna sausage, 10c.

Meat—Standard plain hams 11½@12c; do breakfast bacon 11½@12c; short clear bacon, sides, 10@10½c; short clear dry salt 9@9½c.

Lard—Refined tierces, 9c; 2-50-lb cans 9½c; 4 20-lb cans, 9½c; 8 10-lb cans, 9¾c; 12½ lb cans, 9¾c; 20 lb cans, 9¾c.

Hominy, new, per bbl, $3 25@4 00.

Grits, new per bbl, $3 75@3 90.

Oatmeal, new—Per sack-bbl, 100 lbs, $3 75@4 00.

Cracked wheat—Per lb, 6c

Crackers—X soda, ...; XXX soda, 7c; cream 9½c; ginger snaps, 9c; lemon creams, 8½c.

Sugar—Standard powdered, 8½c, do half bbls, 9¼c; cut loaf, 9 bbls, 9c; do half bbls 9¾c; standard granulated, bbls, 8@8¼c; plantation granulated 7¾@8c; standard A...c; choice white, clarified, 7¾@7¾c; prime seconds 5¾@6c; refining C 6¾@6c; choice y. c., new crop, 6¾@7c; fancy y. c, 7@7¾c.

Sundries—Starch, pearl, 3½@3¾; lump, 3¾@4c; candles, full boxes, 10@10½c; stick candy, 9@9½c; fancy, 10@16c; rope, sisal, ½ inch basis, 10¾@11c; do cotton, ½ and 5-16 inch, 15½@16c; do cotton, ¼ inch, 17c; herring, imported $1 25 per keg; raisins, new crop, California, loose muscatels, $2 25; do ½ boxes, $1 60; do ¼ boxes, 80c; London layer raisins, $2 50; cider, crab apple, 40c; Missouri, 30c, per ½ bbl $4 00; vinegar, 15@25c; concentrated lye, $3 75@4 00; jugs, glazed 10c per gal.; crocks, glazed, 10c per gal; indigo 75c per lb; bluing 10c@$1 00 per dozen; Coleman's mustard, ¼ lb, $1 25 per dozen, macaroni, imported, 12c per lb; American 60c per ½ box; buckets, two hoops, $1 65 per dozen; brilliant oils, bbls, 16½; Eupion, bbls, 16½; do, 2-5 cases, 13 10; brilliant, 2 5 cases, $2 10; do, 12-1 cases, $3 95; baking powders, bulk, 11c; 1 lb cans, $2 50; macaroni small box, 65c; vermicelli, small box, 65c; catsup in bulk, per gallon, 85c; Worcester sauce in bulk, per gallon, $1 25; Mixed pickles per ½ bbl, $5 50@7 00; new dried apples, 4½, 5c; to New York shook, 5¾c; do T. G. Alden 5¾c; do Ring Alden, 7¾c; choice evaporated, ...@...c; fancy, ...@...c.

Rope—Grass ½ inch basis, 11@11¾c; do cotton ½ and 5-8 inch, 16½@16¾c; do cotton ¾ inch, 17¾c.

Rice—New crop, prime 5¾@6c; choice 6¾@6¾c.

POULTRY—Wholesale quotations: Young frying chickens $1 75@2 25 per doz; old hens $2 25, per doz, turkeys 50c each.

WOOL—Light medium, 20@21c; light fine, 16@19c; heavy fine, 14@17c.

WHISKY—Rectified 1, 0@1 50, as per proof; sour mash, two years old, $1 60@1 70; three years old $1 80@2 00; fancy extra old whisky 4 00@5 00.