JAY COOKE & CO.

Full Text of the Proposition for Winding-Up Their Business.

Articles of Agreement Which the Creditors Are Asked to Sign.

The Transfer of Assets and "Negotiable Certificates of Indebtedness."

Special Correspondence of The Chicago Tribune.
PHILADELPHIA, Oct. 31, 1873.

The following is the full text of the agreement laid before the creditors of Jay Cooke & Co. for signature:

"THIS AGREEMENT, made this 1st day of October, A. D., 1873, between Jay Cooke, William G. Moorhead, George C. Thomas, Jay Cooke, Jr., of the City of Philadelphia, Harris C. Fahnestock, James A. Garland, of the City of New York, and Henry D. Cooke, of the City of Washington, individually, and trading as Jay Cooke & Co., in Philadelphia, Pa., Jay Cooke & Co., in New York, in the State of New York, and Jay Cooke & Co., in the City of Washington, District of Columbia, parties of the first part; Joel Barlow Moorhead, of the City of Philadelphia, of the second part; Edward A. Rollins, of the City of Philadelphia (hereinafter described and designated as Trustee), party of the third part; and the creditors of the parties of the first part, whose names are hereunto described, parties of the fourth part, witnesseth:

"WHEREAS, The parties of the first part are indebted to various creditors, and are desirous of securing their repayment by the conveyance and transfer of everything in which they are interested, directly or indirectly (including rights of dower, and waiving the exemptions and reservations allowed by law), and it is deemed for the best interest of the creditors, as of the debtor, that an arrangement should be made for winding up the business of the parties of the first part in such a manner as will enable the parties of the first part to give the benefit of their knowledge and experience in the conversion of their assets, so as to prevent any unnecessary waste of the property, and insure the payment of their creditors in full; and

"WHEREAS, Certain assignments of properties outside the State of Pennsylvania were made by the parties of the first part, for the benefit of their creditors, to Joel Barlow Moorhead, and it is deemed expedient that all their effects should be placed in the hands of a single trustee;

"NOW, THEREFORE, this agreement witnesseth:

"*First*—That the parties of the first part do hereby grant, bargain, sell, assign, transfer, and set over to Edward A. Rollins, party of the third part, all their property, real and personal, situate in the States of Pennsylvania, New York, Ohio, Wisconsin, Iowa, Minnesota, Missouri, and the Territory of the District of Columbia, or elsewhere,—it being intended hereby to embrace all the property belonging to the parties of the first part, individually, and trading under the firms above mentioned, to have and to hold, to the said parties of the first part, to be sold and disposed of, and the proceeds thereof distributed among the said creditors, pro rata, according to law.

"*Second*—A schedule of all the property and effects hereby assigned and conveyed is annexed to the original of this agreement, to be filed with the Trustee,—it being, however, understood and agreed, that, if settlements shall have been made out of said scheduled assets, with the consent and approval of the Trustee and Committee as herein provided for, before this agreement shall become operative, the validity of this agreement shall not be affected thereby, but, when declared operative and binding, shall be taken to apply to the assets and effects still remaining.

"*Third*—The said party of the second part hereby resigns and renounces said trust, and grants, bargains, sells, assigns, and sets over to Edward A. Rollins, his executors, administrators, and assigns, all the property, real and personal, heretofore conveyed, transferred, and assigned to him by the said parties of the first part, or any of them, upon the same trusts as the same property is now held by him; and hereby covenants and agrees to execute any conveyances or instruments of writing that may be advised by counsel for the more effectual conveyance and assignment of said property. And the said parties of the fourth part hereby consent to said renunciation, and release and discharge of said Joel Barlow Moorhead from all liability to account under said assignment. But the said property, when so conveyed and assigned to said Rollins, shall be held and sold or disposed of by him upon or in accordance with the provisions of this agreement.

"*Fourth*—Edward A. Rollins shall have full power, authority, and discretion in the control, management, and sale of said property and assets, to dispose of the same at public or private sale, for cash or upon credit, or upon such terms as he, in his best discretion, may deem to the interest of said creditors, and which may, in his opinion, be necessary for the purpose of enabling him to carry into effect the objects and provisions of this agreement.

"*Fifth*—Whenever, and as often as, the Trustee shall have accumulated enough to pay 5 per cent upon the debts due or owing to the creditors of the parties of the first part, it shall be his duty to declare and pay a dividend to the said creditors to that amount upon the several debts.

"*Sixth*—The parties of the first part shall have the right to settle any of the debts by paying, transferring, and delivering to such creditors, any of the assets or property assigned to the said Rollins, or mentioned in said schedule (or the proceeds thereof other than cash); provided that, in making such settlement, the creditor shall take the property or proceeds thereof at a price not less than the rate at which such property or assets shall have been appraised, as hereinafter directed; and that the respective rights or liens of the joint and several creditors shall in no case be disturbed.

"*Seventh*—An appraisement of all the property and assets shall be made by Samuel H. Felton, late President of the Philadelphia, Wilmington & Baltimore Railroad; William C. Houston, merchant, of the City of Philadelphia; and Dell Woblit, Jr., President of the Corn Exchange National Bank of Philadelphia, as a Committee on behalf of the creditors; which appraisement shall be filed with the Assignee for his guidance, and be subject, from time to time, to revision and correction; and no settlement shall be made with any creditors out of any property or assets, other than money, at a less rate than that fixed by the original or corrected appraisement or appraisements.

"*Eighth*—All such settlements shall be made subject to the approval of a majority of said Committee.

"*Ninth*—The said Committee shall have power to fill vacancies in its number, and, in the case of a vacancy in the office of Trustee, by death, resignation, or otherwise, a successor may be appointed by a majority of said Committee; and thereupon the Trustee so appointed shall be vested with all the property, rights, powers, and authority herein given and conferred.

"*Tenth*—The Trustee shall have the power, whenever a settlement is made, as provided for, to transfer, convey, assign, and deliver to any such creditor, the property or assets thus agreed to be given to him in settlement; and the said conveyance or transfer, when made, shall be a full and complete discharge of the said Trustee, to the extent of the property so assigned, conveyed, or transferred.

"*Eleventh*—This agreement shall not take effect until it is approved by the signatures of the said Committee of Three, who shall signify their approval by signing the same with their approval, at the bottom thereof.

"*Twelfth*—When, and so soon as, this agreement is signed by the parties of the first, second, and third parts, and the approval thereof is given to it by the Committee above mentioned, the said parties of the first part do hereby agree with the other parties hereto, and with each other, that the agreement shall then take effect and operate; and they do agree to accept the provisions made for them by this trust, and that the estate of the said parties of the first part may be administered and wound up in the manner provided in this agreement.

"*Thirteenth*—The Trustee shall have authority, power, and discretion to pay off and discharge any and all mortgages or other debts which may be secured by collaterals or pledges, whenever, in his judgment, it may be expedient to do so, for the purpose of preserving and protecting the property, estate, and effects which are assigned to him, and he shall also have power and authority to make any exchanges, adjustments, settlements, compromises, and arrangements which, in his judgment, are necessary or expedient in the management of the property and effects which are assigned to him; and he shall also have power and authority to advance and loan the money of the trust where, in his judgment, it may be necessary or requisite in order to make the assets or property of the estate more valuable or available for the purpose of eventual realization therefrom, and also to convert the bonds or coupons of any company into lands, if, in his judgment, it shall be expedient, and to dispose of the lands so acquired, when, and as shall seem to the best advantage of the trust; provided that it shall be in the power of a majority of the Committee to restrain or control the exercise of the discretion and authority in this clause of the agreement, if they at any time shall think proper so to do.

"*Fourteenth*—Any creditor or creditors holding collateral security, who may sign this agreement, shall retain and preserve his or their rights to such collaterals, as also the right to sell and dispose of the same in accordance with the terms of the hypothecation of such security or securities. And this agreement shall only apply to such creditors as may not be satisfied or discharged by such collateral security. And the Trustee shall have the power and authority to make such arrangements with the holders of collateral security as, in his judgment, may be for the best interests of the estate.

"*Fifteenth*—Certificates of the interest of the respective creditors in the trust estate may be issued to them by the Trustee, in negotiable form, in lieu of the present evidences of indebtedness, when and as demanded by any creditor.

"*Sixteenth*—The Trustee shall give security for the administration of his trust in the sum of $100,000, and shall keep the funds collected by him on deposit, or interest, in such bank or trust company as may be selected by the parties of the first part and the said Committee, and the interest so accruing shall be added to and form part of the trust-fund for distribution; and the Trustee shall keep all proper and customary books of account, which shall at all times be open to the inspection of any of the parties interested in said trust. And the creditors hereby expressly waive the benefit of any and all statutes or laws in any State, Territory, or District, in which the property or assets may be situate, requiring the Trustee to give other security than that herein provided, or the filing or recording of this agreement, or the filing the account of the administration of his trust in any other State or county, except in the City and County of Philadelphia and State of Pennsylvania.

"*Seventeenth*—When and so soon as all the liabilities of the parties of the first part shall have been settled or liquidated by the administration of this trust, or by other arrangement, the Trustee shall reassign, reconvey, and transfer to the parties of the first part all the property, estate, and effects then remaining in his hands, freed and discharged from any and all trusts, to be received and held by them in the same manner and proportions as they shall then be entitled to or interested in the same.

"*Eighteenth*—Cornelia E. Moorhead, wife of William G. Moorhead; Ada E. M. Thomas, wife of George C. Thomas; Clara A. M. Cooke, wife of Jay Cooke, Jr.; Margaret A. Fahnestock, wife of Harris C. Fahnestock; Mary E. T. Cooke, wife of Pitt Cooke; Anna L. Garland, wife of James A. Garland, and Laura S. H. Cooke, wife of Henry D. Cooke, acting by her attorney in fact,—hereby unite in this agreement, and do hereby severally release to the said Trustee any and all dower and other interests which they may have, severally and respectively, in the property, estate, and effects hereby assigned and transferred; and do further covenant and agree to execute such further assignments and instruments of writing, and to duly acknowledge the same, as may be advised by counsel.

"*Nineteenth*—It is further understood and agreed that, whenever the Trustee shall so require it, the several parties of the first part shall convey and transfer by proper deeds, or other assurances in the law, any real estate or personal property belonging to them *and intended to be embraced* by this agreement; and, when such property is so conveyed and transferred, it shall be held by the Trustee under and subject to the provisions of this agreement,—it being understood, however, that such property is, in point of fact, already transferred thereby, and that such additional conveyance is only made for the purpose of obviating the expenses of putting this agreement on record in the various counties and States in which such real estate may be situated.

"*Twentieth*—The Trustee shall have the power to employ all such agents, attorneys, clerks, and assistants, as he may find necessary and proper, and to pay a reasonable compensation for their services out of the funds which may come into his hands.

"*Twenty-first*—It is further understood and agreed that the signature to any copy of the agreement made by the several creditors shall have the same effect as though all had been affixed to one agreement, and the signatures of the creditors who may sign any duplicate may be affixed to the original agreement in the City of Philadelphia by Stephen White, or other person to be named by the Committee, as the attorney in fact of the several creditors, who may sign any copy hereof with the same effect in all respects as though the original agreement in Philadelphia had been signed by such creditors themselves, and the signature of any creditor to any such copy shall be his authority therefor.

"*Twenty-second*—As Mrs. Laura S. H. Cooke, wife of Henry D. Cooke, is in Europe, and cannot now execute this agreement, it is understood and agreed that she may execute and deliver to the Trustee any deed or deeds, or other assurances in the law which the counsel of the Trustee may advise for the purpose of vesting in the Trustee the title to the property of Henry D. Cooke and Laura S. H. Cooke, which is set out in the said schedule, and she may also authorize an attorney in fact to sign this agreement for her; and that the execution and delivery of such deed or deeds, or other assurances in the law, and the signing of this agreement by such attorney in fact, shall be as valid and effectual in all respects as though this agreement had been signed and executed by Laura S. H. Cooke in person.

"IN TESTIMONY WHEREOF, the several parties hereunto have set their hands, the day and year first above written."

ERRATA.

How Nice It Is to Be A Horse and Go to California.

From the Baltimore Sun, Oct. 28.

True Blue, the winner of the four-mile heat race Saturday, left Baltimore for San Francisco last night in a special stock palace car by the Northern Central Railroad. True Blue's rider, Barbee, with Chamberlin's agent and his colored man Jim, accompanied the horse in his sumptuous car. The outside of the car was painted a bright red. Upon either side a brilliantly displayed placard was posted, reading as follows: "Please do not detain me. Business of importance with my friends, Thad. Stevens and Joe Daniel, requires me. Yours truly, True Blue." Upon expressing a desire to inspect the interior of the car and to interview the champion, permission was cheerfully accorded by Mr. Chamberlin. The rear end of the car, which had been set apart for the valuable steed, was lined all around with thick mattresses, as was also the roof. Glass windows were placed in the side to secure proper ventilation. The fore part of the car was divided into five separate compartments for two of True Blue's stable companions who are to accompany him. The middle of the car was arranged for the accommodation of attendants, and for the storage of temporary supplies of provender. It is expected that the horse will reach San Francisco in about eight days. This will allow True Blue only about a week in which to recover from the effects of his long trip by rail before contending against Thad Stevens and Joe Daniel in the $20,000 race, which will take place Nov. 15. The result of this enterprise is watched with considerable interest by turfmen in all parts of the country. Should True Blue win the race, he will undoubtedly never start again.

An Old Ship.

From the Philadelphia Evening Telegraph.

The bark True Love, Capt. Thomas Wetherill, has just arrived from Greenland with a cargo of kryolite. This vessel was built in the year 1764, and is, consequently, 109 years old. The sides batter inwards to the top of the gunwale, and this makes the vessel much broader at the waterline than on deck. In nautical language the sides are known as "tumbling home," because they fall in above the bends. This bark was built at Philadelphia, but it cannot be ascertained with any degree of certainty at what particular point. The Custom-House register does not contain the record, because the vessel was built twelve years before the beginning of the American Revolution. It is most likely that she was built in Kensington, as it appears from history that the first shipyards on the Delaware were established in that locality, not far from the Penn treaty ground. The bark was built for parties residing in Hull, England, and still hails from that place, and for forty-seven years was engaged in the whaling business in the northern seas, and appeared to be at home among the icebergs of the Arctic region. It is understood that the vessel has never required any considerable repairs. The original timbers appear to be as sound as the day they were erected on the stocks in old Kensington. The bark registers 296 tons, but will carry much more.

THE HILL-HOXIE CASE.

The Testimony of Mrs. Still and Detective Stiles.

Letter from George W. Hill, Esq.

To the Editor of The Chicago Tribune:

SIR: Your article of Saturday last, entitled "Sequel of the Helen Jewett Murder," seems like an attempt to screen Mr. Joseph P. Clarkson's reputation at the expense of mine. I thank you, therefore, for the column which you allow me, and will economize it as best I can, stating facts, and let the public judge where the odium belongs. I will say, however, that, if Joseph P. Clarkson himself had written your editorial, he could not have glossed his conduct over more successfully than that does.

The first thing to be done is to correct the many errors of your article, for which, it is fair to suppose, your informant is responsible, as editors do not evolve facts from their inner consciousness.

Passing by the romance of the introduction, which is all well enough to enlist readers, I come to the point where romance ought to stop and matter of fact set in.

THE CERTIFICATES.

First, then, after stating what you call "the theory of Mr. Clarkson's clients,"—for which theory the reader is made ready by what purports to be a straightforward, almost historical, narration of facts which are not facts,—the article says that Hoxie "paid no more attention to the certificates in his possession, and never took any steps to get a patent to the land."

This is untrue, and your informant must have known it. I have in my possession authenticated copies of the original letters on file in the Land-Office at Washington, showing that Joseph Hoxie, after obtaining the absolute transfer of the certificates and the land from Robinson, on the 20th day of June, 1836, applied, in July, 1836, for a patent to be issued "in the name of Joseph Hoxie, the owner of the certificates," which latter were forwarded to Washington at the same time. Two patents were issued, each for 160 acres of the land. One of the patents was sent to Hoxie in 1839; he delivered it to me, together with his conveyance of the lands and the original certificates, when I purchased of him in May, 1870. The other patent was delivered to me by the Commissioner of the Land-Office. These authenticated letters are part of my evidence in Hill vs. Hoxie, as Mr. Clarkson very well knows.

As to my "procuring," as deed "from Mr. Hoxie, then a man 75 years old," I need only say, at present, that, in the negotiations between him and me, he was advised throughout by his son, Nathaniel B. Hoxie, then and now a prominent lawyer of New York City, whose deposition in my behalf forms part of my proofs in the case mentioned, and attests that neither he nor his father had any fault to find with me.

Again, you state that the certificates "were found in an old safe, where they had lain some thirty years," as if you would convey the idea that Hoxie had forgotten them until my purchase, when the fact is, that he and his son, as the latter's deposition shows, had been in correspondence with parties here for the sale of the property.

I did not commence suit "after the Fire," as you state. My decree was obtained in August, 1870.

MRS. STILL.

I now come to Mrs. Emma R. Still, whom you correctly call Mr. Clarkson's "only witness,"—the sister of Richard P. Robinson, a "spiritualistic medium," as you say, and, I will add, as her testimony proves, a clairvoyant, a strolling physician, and a sometime lecturer on woman's rights, living separate, though not divorced from, her second husband. By means of this woman's testimony my title was to be destroyed.

You say that, "After considerable search throughout the country, this sister, Mrs. Still, was found in St. Louis." She swears that Roots—whom you style a lawyer, but who is a steamboat-captain—interviewed her in New York City in August, 1871, touching her testimony, and again interviewed her on the same subject at Albion, Mich., in the summer of 1872. She swears also that Clarkson went to New York, and there learned she was in Albion, and visited her at Albion in the spring of 1872, in relation to this suit. From Albion, she testified, she came to Chicago, and was here three weeks preceding Nov. 10, 1872, stopping at the Woman's Home, where she was visited by Mr. Clarkson, and called also at his office. Her testimony could have been taken here, but was not. After consultation with several parties here,—among whom, she testified, was Mr. Clarkson,—she determined to go, and did go, to St. Louis, where she staid all the winter of 1872-'3, living on what she could rake together by her various occupations. No move was made toward taking her testimony until the last of February, 1873, notwithstanding more than a year had elapsed since Mr. Clarkson brought his suit, and I had at last, after much opposition from him, got the case set for hearing for the 1st day of May, 1873.

Mrs. Emma R. Still, following the language of a cross-question put to her, answered it as follows:

No. I have no interest in the subject-matter of this suit, nor have I been promised any portion of what may be recovered therein, nor any reward or compensation whatsoever for my participation therein as a witness, nor for the value of the information which I have furnished relative to the matter in controversy.

The three next questions and her answers were these:

Q.—Have you heretofore received any money or other valuable thing in consideration of or on account of the services and information referred to in the last interrogatory?

A.—No.

Q.—Have you no expectation whatever of any present or reward from any person or source in case of the success of Catherine and Hector McKay in this suit?

A.—None whatever.

Q.—Has no person mentioned or proposed that you should have, in that event, some present, compensation, or reward?

A.—No.

Mr. Clarkson was present while all these questions were asked and answered.

Now, Mr. Editor, had I or my attorney known then what we know now, viz.: that this Mrs. Still had in her trunk, there in St. Louis, a document drafted by Joseph P. Clarkson, as he will not and cannot deny, and which is now part of my evidence on file, and of which I now give a literal copy, I should certainly have had the question put whether Mrs. Still's *daughter* was to receive any present, compensation, consideration, or reward, dependent upon the result of this suit. Here is

THE DOCUMENT:

EXHIBIT C—MORTON CULVER, NOTARY PUBLIC.

WHEREAS, Emma R. Still, formerly Emma R. Coe, the sister of Richard Parmalee Robinson, otherwise Richard Parmalee, was named in said Parmalee's will as a conditional legatee, dependent upon the death without issue of his devisees, Atala A. Parmalee, the mother of the undersigned Catharine McKay and the undersigned Catharine, which contingency cannot now occur, and the said Emma can take nothing under said will in consequence of the death of said Atala A. with issue. And

WHEREAS, We are satisfied that said Emma R. Still—who, we are informed, is the only surviving member of the family of the said Richard P. Robinson—was always his most intimate and most closely-affectionate relative, next to his father and mother. And

WHEREAS, We are now endeavoring, as the devisees of said Robinson, to recover 320 acres of land in Cook County, Ill., patented by him from parties claiming the right and title to it, and proceedings in equity have been instituted for that purpose, which may result in long litigation and considerable expense, and may result unsuccessfully. And

WHEREAS, We learn that said Emma R. Still is in straitened circumstances pecuniarily, and that she has an only child, a daughter, living, Mrs. George Brooks, of New York City, who is also straitened in circumstances; and we are desirous and willing, if we shall be successful, in whole or in part, in said suit or suits to recover said lands, to give to said Mrs. Brooks a portion of the same, or of any amount which we may realize by compromise of our claim thereto, if it shall be compromised, in consideration of the relation of herself to said Robinson:

NOW, WE DO DECLARE HEREBY, That, if we shall be able to recover the entire property, we will convey to the said Mrs. Brooks one-tenth part of the property, free from any expenses which we may have been at in its recovery. If we shall recover one-half of said property, we will pay to her three thousand dollars ($3,000) in money; and, if we recover any less amount than one-half of it, we will pay to her 5 per cent of the cash value of such amount so recovered, estimated at the time of recovery. And, in case we effect a compromise of our claim in money, we will pay her 5 per cent out of the amount so recovered.

The above is a free expression of wish and intention on our part, and we do it out of regard for the feelings that we believe existed between the said Richard and his said sister.

CHICAGO, Ill., June 20, 1872.

CATHARINE MCKAY,
(By JOHN F. ROOTS, her attorney-in-fact),
HECTOR MCKAY,
(By JOHN F. ROOTS, his attorney-in-fact).

Both myself and my attorney discovered from Mrs. Still's manner of testifying that, for some cause, she wished to keep her daughter's whereabouts, and even her name, unknown. Mr. Clarkson manifested equal anxiety on the same subject, objecting to all questions—and they were not a few—on those points. Mrs. Still said: "I protest against dragging the names of parties into this trial who have no knowledge of the circumstances, and were not born until years after they occurred," etc., etc. Mr. Clarkson seconded the protest, and caused the Commissioner to write down: "Mr. Clarkson objects to this and all interrogatories relative to the daughter of the witness, as immaterial and irrelevant; and asks Mr. Barnum to state the object and the purpose of the inquiry as to her."

DETECTIVE STILES.

As my space is limited, I cannot now detail the circumstances through which Mrs. Still was impeached, as she was successfully. I did employ a detective, and the sequel shows the case and the character of the witness justified it. If your article or your informant means to insinuate that I, either directly or indirectly, through the detective or otherwise, paid or offered Mrs. Still anything for her testimony, I say it is untrue. The detective's name is Stiles, and his deposition shows how by degrees he won her confidence, and finally got possession of the above document and much other information connected therewith.

The following is from Stiles' deposition, referring to Mrs. Still and her various conversations:

She said there was a large amount of property at stake, and that it all depended on her testimony. She said that, when her deposition was being taken, if Mr. Barnum, Mr. Hill's attorney, at one stage of the examination, had asked her one certain question, she would either have been compelled to perjure herself, or send Clarkson back to Chicago without a case. And that she did not think they (Roots and Clarkson) had treated her right; that she had written to Clarkson, and made a demand for $3,000, to be paid immediately, or the suit should not go on; that she possessed evidence that, if she was to make known to the other side, Clarkson would not dare go to trial, for his reputation was at stake in the matter; and that, if Clarkson did not pay her the money, this suit should never come to trial, but that she would first open negotiations with the other side, and get all the money out of them that she could; and requested me to act as a go-between between her and Hill and Barnum, and assist her in selling out to them to as good an advantage as possible.

She also, at a subsequent stage of the conversation, stated that the question that Barnum forgot or failed to ask her was: if her daughter was interested, directly or indirectly, in the suit; but she said, as she told Clarkson on that evening after leaving Spencer's office, where the deposition was taken, the spirits just allowed them to skirt on the edge of danger. She showed me letters from Clarkson, also telegrams, some of which I answered for her.

She said she was very anxious Mr. Hill should not find her daughter; for, if he did, and should put her on the witness-stand, and she was to be asked whether she was interested, directly or indirectly, in this suit, and was to answer "Yes," it would ruin Clarkson's case; and, if she were to answer "No," it would place her and her daughter in Clarkson's power.

Another extract from Stiles' deposition:

I understood her to say that it was after her deposition was taken, and when Mr. Clarkson was about to return to Chicago, that he was in her room; and that it so happened that she had occasion to open her trunk, in which the said paper or writing was lying at the time; and that she said to Mr. Clarkson, "There is that paper,"—pointing to it in the trunk; and that Mr. Clarkson said to her, "Somebody might get hold of it; it isn't safe there; you had better let me take it and keep it for you;" and she said she gave it to him then and there; then she said he brought it with him to Chicago; and she said that, after he had gone with the paper, she got to thinking about it,—that she had nothing, and they (Clarkson and Roots) had everything; so she said she wrote to Mr. Clarkson, telling him to return the paper, and that he did so by express.

(NOTE.—Answer objected to by Mr. Clarkson.)

MR. CLARKSON.

It is due to Mr. Clarkson to say that he examined the above document when Stiles produced it, and said, in my hearing, and that of Mr. Barnum and Morton Culver, that he remembered that he did take the document with him from St. Louis to Chicago, among other papers, by mistake, and that he returned it when discovered.

It was not until after these developments that Mr. Clarkson abandoned the cause, requesting me to withdraw from the files not only Stiles' deposition, but Mrs. Still's also.

GEO. W. HILL.

THE LOUISIANA BRIDGE.

Spanning the Father of Waters in Six Months—A Draw 444 Feet in Length.

Louisiana, Mo., (Oct. 31.) Correspondence of the St. Louis Times.

The railroad bridge intended to cross the river at this point is rapidly approaching completion. Everybody is astonished at the rate of progress made. Though the work was not commenced until the 1st day of July, the superstructure is already being raised, and the whole will be completed by Christmas, at which time the grand opening is expected to take place.

I am indebted to Mr. H. W. Parkhurst, the assistant engineer, for the following facts and figures.

There are nine spans, varying from 160 to 260 feet in width. The draw is 444 feet in length, being several feet longer than any other draw in the world. The piers are all of solid masonry, which rest on piles driven very near each other and then sawed off, and a heavy timber foundation bolted to the piles. All the timber is at least four feet below the lowest water ever known, and about 500,000 feet of the best timber was used in this way.

The pivot pier is the largest on the river, rests on 200 piles, and contains 1,200 cubic yards of solid stone. The east approach, extending half a mile, and the west approach one-eighth of a mile out into the river, are constructed of earth embankment and strong rip-rap walls. Connected with the west approach is an iron bridge of 140 feet span, over the Noix Creek, which is being built by the American Bridge Company. The Keystone Bridge Company are building the seven short spans, the Kellogg Bridge Company the two long and the draw spans, and Reynolds, Saulpaugh & Co. the foundations and approaches. A corps of twenty engineers, divided into iron, wood, and masonry inspectors, direct and lay out the work under the supervision of E. L. Corthell, chief engineer, and H. W. Parkhurst, assistant engineer.

In the bridge there are 5,000 cubic yards of first-class masonry, 50,000 cubic yards of rip-rap, 200,000 cubic yards of earth embankment, and 50 tons of iron bolts, beside the bridge superstructure, which is of the best iron, and will be first-class in every particular. The total length of the bridge will be 2,052 feet.

On an average, 500 hands are kept constantly at work. There are also in use three steam and ten hand derricks, three steam pile-drivers, twenty flatboats and two steamboats for handling the material, &c.

The Bridge Company are building a dyke half a mile long, from the Illinois shore out into the river, diagonally down stream, so as to keep the channel through the draw.

The bridge will cost nearly $1,000,000. The reason the Company are rushing things through so fast is because the Chicago & Alton Railroad, which crosses here, has to transfer all its cars by boat. The boat was frozen in for a considerable time last winter, causing considerable trouble and expense and great loss of trade, so the management are determined to be prepared in such a way this winter that the ice will not affect them.

The Driver's Story.

From the New York Evening Post, Nov. 1.

"Ah, sir, this is going to be a hard winter," said a great, burly car-driver to us the other evening; "and I saw yesterday what such as you don't see very often, and hardly believe when it's told to ye. One of the men that drove on this line nigh three years sent his little gal to ask me to come see him, and I laid off last evening and went.

"Now I heard how he was sick with consumption, but I didn't know how sick until I got there.

"As sure as I live, sir, there was that fellow what one year ago was as strong and hearty a young man as you ever saw, with his legs no bigger than my wrist,—and him a lyin' on the floor heavin' and chokin' all the day and night.

"He told me hadn't sent for me till he had to, and on looking round, sir, I saw there wasn't any furniture left; and altho' a year ago he had his little room fitted up comfortable-like, he had sold even the straw in his tick and was a lyin' on the floor. 'I wouldn't care to live, Jim,' said he (speakin' very hoarse and troublesome-like), 'but for my poor wife and children; for altho' I'm only in their way I like to see 'em round, and I shan't trouble 'em much longer.' And here he looked at his wife and smiled when she cum up and, takin' hold of his hand, told him not to talk like that, but to pluck up hope for her sake and the little ones.

"By and by, after looking at her and then round the room at the children, his lip commenced to tremble and the tears to fill his eyes, in spite of his tryin' to smile; and altho' I think I'm as hard-hearted as any man, I couldn't stand it and just bust out cryin'.

"Well, it seems he hadn't anything to eat that day, so I gave him $2 (all I had) and sent for some bread, and a bundle af straw, and, best of all for him, I do believe, I got his babies a stick of candy and a whistle, and left 'em almost happy. My old woman has been over to-day to take 'em an old bedstead we ain't usin', and I've collected $8 for 'em from the drivers, and we're thinkin' of getting up a ball, hoping to make enough to send him to a hospital and give his wife a start. So they're not so bad off now as they might be. But there's lots just like 'em, and there's goin' to be more afore the winter's through.

"Hold on till I slow up a bit, sir. There! Good night, sir; good night." And we walked away pondering on the terrible words of that kind hearted man: "There's lots just like 'em."

WASHINGTON.

Picture of the Republican Candidate for Governor of Virginia.

The Southern-Claims Swindles.

From Our Own Correspondent.
WASHINGTON, Oct. 31, 1873.

Mr. Chandler, a good lawyer and staunch Northerner, who has lived above a quarter of a century in Virginia and done the State good service, introduced me yesterday to Mr. Hughes, the Republican candidate for Governor. I could not help making a mental note of the difference between Chandler and the candidate he supported.

CHANDLER

was tall, bony, of a high color, full of memory, anecdote, bonhommie, resources,—almost everything for which the traditional Southerner is praised. There was nothing of the traditional Yankee about him, except a provincial pronunciation. Perfectly in earnest, all heart and work for the cause, lively, humorous, and, in short, such a hero as Porte Crayon might like to have in one of his pictures, he was more Virginian than the Virginian whose cause he espoused.

HUGHES,

the candidate, on the other hand, was a hazel-eyed man, with a face like a short ellipse, surrounded with gray hair above his large brow and a gray beard below his chin. He seemed to me to be a sort of half-fed Pomeroy. He was slow of circulation, abstracted, not neighborly, and, when a light started in his eye, it was the light of a consuming ambition, which knew that, in the community he aimed to govern, nothing but success was the guerdon. If one should compare the men, he would see in Chandler the most food for merriment, the most generic Yankee, and a man who, by his nature, got thin and somewhat ugly, if I may say so, as time crept upon him. But, in the Virginian, who was at least ten years his junior, and graver, one observed a perturbed spirit, a man who felt that he was beaten, and, being beaten, had no mental or moral compensation for the cause he had fought out.

I could not look at Col. Hughes without remembering that John W. Forney had seen him soon after the War, and had said:

"Hughes, you are too fine a fellow to go along with the dead Rebellion. You must come out for us, and we'll do something for you."

Human nature goes by a thousand roads to the same point of junction; but, if a man does not get through by the particular road he first selected, we form hasty conclusions as to why he changed. The candidate seemed to me to be the least interesting member of his little crowd. I could see what kind of man he might have been in the palmy days of Rebel Virginia. He had stood up a few paces distant from his editorial enemy, Cameron, and shot Cameron close to the heart, so that people got afraid of him in the State. On another occasion he had

CARRIED A CHALLENGE

in Southwest Virginia, and for carrying this challenge the newspapers had pronounced him, on the same day I met him, to be disqualified according to the Constitution of Virginia. The *Republican* and *Chronicle* newspapers of Washington City said, the day after I met Mr. Hughes, that, on the occasion referred to, he had been a peacemaker simply, and not a challenge-bearer; but Mr. Chandler, his friend, with whom I talked upon the subject, said there was no doubt in the world that Hughes had taken the challenge, and his way out of the scrape was in the discrimination which could be made between a principal and second and a mere letter-bearer. But it seems to me that the man who would take a challenge might probably be the second after it was accepted; and, if the Virginia campaign does no more than to make politicians fear to fight duels, we shall gain a victory for humanity of more consequence than the success of the party nominally Northern.

Chandler told me that

KEMPER,

the Conservative candidate for Governor was a fine-looking young man, not above 40 or 45 years old, with much magnetism, and a military, genial presence. The late Republican Governor of Virginia, Gilbert Walker, is stumping the State for Kemper.

I formed my opinion of the result of the campaign from hearing Mr. Rush Burgess, a native of New York, who holds the Collectorship of Internal Revenue at Richmond, worth $7,000 a year, say to Col. Hughes in a toast:

"Here's to Col. Hughes, and may he win! If he don't win, we'll try it over another time."

To this, Hughes, with some pluck and quietness, replied: "Old Virginny never tire!"

HUGHES

was on Floyd's staff for a short time. He is quite a different looking-man from what you would suspect of the genuine duelist. He has a sort of benevolent forehead and paternal presence, and a stature almost short, with some conspicuous baldness. I am told that he is a man who writes with real vigor, but loses the spirit of his diction when he speaks it out. His cold hazel eyes, broad apart, and measuring mien, are the only marks one can see of the banterer,—the person who deals in the law of bluff and fire-arms. If he has fought duels, or hurried them on, since the time the Constitution set a mark on such practices, let the State get more from his misfortune than it might from his election.

To me, as a critic, it was a good study to see this broad-shouldered, erect Virginia journalist surrounded with his little galaxy of stumpers, who go with him to speak, or sometimes take their fortunes in their own hands, and separate to make the

FIRST REPUBLICAN SPEECHES

in remote court-house places, where there is often no town whatever, and a talker is thrown upon his mental and animal resources. Mr. Cowardin, the Richmond journalist, who has been off at sea for more than one year with one of our Naval Captains, and who has come home cosmopolitan, and perhaps more Republican than Conservative, told me that, for the first time in the history of Virginia, the young men and the white men were going to Radical meetings; and said he: "The Lord knows how they might not vote when they hear the talking of those fellows. I remember when to go to a Radical meeting involved social ostracism, but nobody seems to think anything about it now."

Amongst the persons at the table where I sat was

BURGESS

aforesaid, a young poker-bluffer, without much restraint over his tongue, and quite pearl and common, but generous enough if you let him win. Chandler, as I have said before, was one of those idiosyncratic earnest men who have come out of Maine, and leads the Northern cause in Virginia from principle, while he has espoused some of the Virginia habits. At the same table was a regular Virginian, a man above the middle age, with flap-ears and fighting phiz, poor clothes, and a wonderfully sober look, who spent much of his time rehearsing parts of speeches he had made in the cause, and could not take any joke whatever. He was a native Virginian, brought up on bacon and greens, and could not feel a bed-bug in his pantaloons. On the subject of

BED-BUGS,

I may say that Rush Burgess, when I asked him where I could meet with the average people of Virginia at stumping times, said to me:

"My God! young man, you don't know what it is to get up in the morning about 4 o'clock, with nineteen kinds of fleas and bugs about you, in some Virginia Hotel, and you go down stairs scratching your uncombed head, and get into a wagon before daylight to catch some stage or train, and ride along 12 or 15 miles before you come to the spot you were to meet your opponent,—he meantime drunk at his leisure."

Some time ago, I referred, in a letter to you, to the foolishness of what is called the

SOUTHERN CLAIMS COMMISSION.

Since that writing I have gone around amongst respectable Southern men who know the situation, and they tell me almost uniformly that the present Claims Commission is a small villainy kept up to maintain the carpet-bag Congressmen and their constituents.

"When you see a man who brings a claim for $10,000," said a Confederate General to me, "you will generally find that he is a man who never owned $1,000."

The whole thing is fixed up between the Claim-Agents, carpet-bagger, and some of their avaricious constituents. These claims have no equity, either personal or sectional, and the Government is spending millions every year upon them, whereas the War ought to be closed up in every respect. The informant to whom I spoke said as well that the lobby for the

RETURN OF THE COTTON-TAX

was equally unprincipled, and was led by Sam Smith, of California, old Herschel V. Johnson, and such other dealers in the bogus and preposterous.

THE DUKE OF HAMILTON'S MARRIAGE.

A Chapter of Personal History.

From the New York Times.

The Duke of Manchester, who, with his son, Lord Mandeville, left Canada for Europe last week, without visiting the United States, probably hastened home at the news of his daughter's engagement to the Duke of Hamilton. There are few Americans, who have been much abroad of late years, who are not familiar with some of the history and exploits of the present holder of this celebrated historic title, over which Thackeray has thrown an additional interest by introducing the Duke of Queen Anne's time as a prominent figure in *Esmond*. "Whether," say the Brothers Chambers, "from its being the premier peerage of Scotland, the figure which the family has made in history or politics, or the circumstance that, failing the Brunswick line, it is the next Protestant branch of the royal family in succession to the crown of Scotland, it is certain that no title carries with it more of the veneration of the country than that of Hamilton." It is to be feared that this veneration can scarcely have extended to the persons of the last two Dukes. To the grandfather of the present Duke, notwithstanding the respectability of his habits, may not improbably be ascribed a good deal of the decadence of the house. A man of most prodigious pride, he thought nothing less than royal blood worthy of alliance with the House of Hamilton, and when the announcement of the Queen's marriage was made to him, he expressed the opinion that Her Majesty would have done better to have looked nearer home—alluding, it was understood, to his own son. By his wife, Miss Beckford, daughter of the celebrated author of *Vathek*, he had two children. The fate of both has been most lamentable, and their children have, with a single exception, turned out miserably. The daughter married—no doubt in fulfillment of the ambitious views of her father—the late Duke of New