BORROWING MONEY.

Power of the City to Issue Certificates of Indebtedness.

Elaborate Discussion of the Subject by Comptroller Hayes.

The Constitutional Provisions and the Debates in the Convention.

Anticipation of Revenue Not Prohibited---An Iowa Case.

Concurrent Opinion of Corporation Counsel Dickey.

Agreement of Other Lawyers.

Comptroller Hayes has prepared, and will submit to the Council Monday evening, the following report relative to the power of the city to borrow money:

THE COMPTROLLER.

HIS ARGUMENT ON THE QUESTION.

CITY COMPTROLLER'S OFFICE, CHICAGO, Sept. 6, 1875.—*To the Honorable the Mayor and Aldermen of the City of Chicago, in the City Council assembled:* Some weeks since a law firm in Milwaukee gave an opinion in regard to the power of that city to make temporary loans in advance of the collection of taxes. The amount required by the city was small, only $200,000. A constitutional provision similar to our own existed, and the city had a funded debt exceeding the limitation. The entire opinion, exclusive of the statement of facts, and quotations of the section of the city charter authorizing loans, and of the constitutional provision in question, is as follows:

If the constitutional provision above cited is applicable to an indebtedness of the character proposed to be incurred by the city officers, they would not have the authority to incur it, or to bind the city by a valid note for the repayment of the money at a future day.

We are of the opinion that the provision is so applicable, and that it operates as a prohibition against borrowing the money, or giving the notes as proposed.

There was no argument and no citation of authorities.

Although the opposite conclusion was arrived at and sustained in a careful and sound argument by the Hon. Charles K. Wells, one of the most eminent lawyers of the State, and although three of the largest banks of Milwaukee were still willing and offered to make loans to that city, the first opinion has been used as the foundation of a violent and widely-circulated attack upon the legality of the temporary loans of the City of Chicago, amounting to several millions of dollars. I have had from time to time inquiries on the subject from parties holding our certificates. It is due to them and to the public that they should be placed in possession of

THE REASONS WHICH INDUCED ME

to conclude that it was my duty, to provide for the payment of a large amount of loans of the same character which were outstanding and about to mature when I entered upon this office, and, with the consent of the Mayor and Finance Committee, to make new loans to meet expenditures required before the collection of the taxes.

These loans were made by authority of Sec. 25 of the act of the General Assembly of Feb. 15, 1865, which is in the following words:

To provide for monthly or any other payments which shall have been authorized by the Common Council, and required to be made at any time before the collection of the taxes of any year, the Comptroller may, with the sanction of the Mayor and Finance Committee, borrow the necessary money for a time not longer than the 1st day of February next thereafter.

By Sec. 7 of the act of April 19, 1869, the time was extended to the first day of June.

Besides a few thousand dollars which were authorized by another section of the law, and were given in satisfaction of judgments against the city, no certificates have been issued except in strict compliance with this section of the charter. They have all been issued for loans to make payments authorized by the Common Council. In amount they have not exceeded these payments, nor have they exceeded the amount of the uncollected taxes.

It is admitted that the amount of our funded debt contracted previously to the adoption of the Constitution, and still existing, exceeds 5 per centum on the value of the taxable property in the city, and that the following section of the Constitution of Illinois is in full force and effect:

No county, city, township, school district, or other municipal corporation, shall be allowed to become indebted in any manner or for any purpose to an amount, including existing indebtedness, in the aggregate exceeding 5 per centum on the value of the taxable property therein, to be ascertained by the last assessment for State and county taxes previous to the incurring of such indebtedness. *Any county, city,* school district, or other municipal corporation incurring any indebtedness, as aforesaid, shall, before or at the time of doing so, provide for the collection of a direct annual tax sufficient to pay the interest on such debt as it falls due, and also to pay and discharge the principal thereof within twenty years from the time of contracting the same.

The question for consideration is as to

THE PROPER CONSTRUCTION TO BE PLACED ON THIS PROVISION

of the Constitution, and whether it prohibits the payments and temporary loans specified in the section of the city charter above quoted.

Persons not familiar with the principles which govern in the construction of statutes are apt to suppose that the literal meaning of the words is necessary their legal meaning. There could not be a greater mistake. The old law maxim is, "Qui haeret in litera haeret in cortice," "He who sticks in the letter, sticks in the bark." All well-read lawyers are familiar with cases where the courts, applying the rules of construction, have disregarded the literal meaning of the words of the statute or constitutional provision.

A case perfectly illustrating this practice, was cited by Mr. Anthony, in a debate in the late Constitutional Convention, under the following circumstances:

The Convention being in Committee of the Whole for the purpose of considering the report of the Committee on State, County, and Municipal Indebtedness, the Clerk read Sec. 1 of the report, as follows:

SECTION 1. The credit of the State shall not in any manner be given or loaned to or in aid of any individual, association, or corporation; and the State shall never assume or become responsible for the debts or liabilities of any individual, association, or corporation.

Mr. Anthony said: "Mr. Chairman, I wish after the word 'corporation,' in the last line, first section, to add the words *'public or private,'* for this reason: that the word 'corporation' as used in that sense after the word association, might convey the idea that it was a private corporation. . . .

"*Now, in order to make it perfectly clear,* so that there will be no ambiguity, or any question arising at all, I move that the words 'public or private' be inserted, and I will state, as a reason for that, that while the word 'corporation' might include all corporations, our Supreme Court have decided in one case already that the word 'corporation' does not in all instances include municipal corporations.

"We have on our statute-books to-day, in an act which can be found on page 772 of the statutes of this State, compiled by Scates, this language:

The words "person or persons," as well as all words referring to or importing persons, shall be deemed to extend to and include bodies politic and corporate, as *well as individuals.*

"On page 602 of Scates' Statutes we find another case where reference is made to the word 'persons,' which had been passed prior to the decision which I hold in my hand, which was also understood to include bodies corporate and politic, as well as persons; and notwithstanding that, sir, the language which I have read, in 1861 was passed in review by the Supreme Court, and it was decided that that language did not include public and municipal corporations.

"The case was this: A judgment had been obtained against the City of Chicago, and an execution was issued, and the officer levied upon a steam fire-engine and horses. It was contended very positively upon one side that there was no distinction between 'bodies politic and corporate' and 'municipal corporations' and 'persons'; and that all corporations were, *in the law,* 'persons,' and that an execution could issue against the property of the city, as a corporation, equally as well as it could against a railroad or against an individual. Now, sir, that case was taken to the Supreme Court in 1861, and our Supreme Court decided that the statute did not apply at all to *municipal corporations,* and that an execution could not issue against a municipal corporation under and by virtue of the Constitution of this State, or any law of this State.

"The Court in this case used this language:

The first section referred to provides, in substance, for the issuing of an execution against the lands and tenements, goods and chattels, and real estate, of every person against whom a judgment is rendered in any court of record, either at law or in equity; and it is contended that the word "person," by Sec. 29 of Chap. XC., includes bodies politic and corporate, as well as individuals. . . .

The *Legislature* never could have intended the *statute should embrace an incorporated* city or town, or any such municipal and political corporations.

The property of such corporations and the taxes collected by them for public purposes are a constituent part and a necessary ingredient of their public power, and are no more liable to seizure and sale than *the whole power itself would be. If* not so, a party obtaining a judgment against the city would be able to do indirectly what no power short of the Legislature can do—destroy the corporate powers and franchises, by taking away the aliment which sustains them.

We decide this on principle, and in so doing reverse the decision of the Superior Court.

"Judge Walker gave a dissenting opinion, and in it he said:

Then, if, as the State has declared, the word person, wherever used in the code, of which the latter of these *provisions is found, shall* embrace bodies corporate and politic, it would seem to follow that incorporate cities are as fully embraced as if named by express terms.

"And yet the majority of the Court said it never was the intention of the Legislature to include municipal corporations, and did not.

"Two years ago a similar case came up,—the case of Merwin,—and the Supreme Court, after going over the whole subject, decided in the same way."

The amendment suggested by Mr. Anthony was adopted by the Convention.

Numerous instances of the same kind can be readily found upon examination of the reports.

The fact therefore that the constitutional provision in question would seem to the casual reader to include necessarily all contracts and liabilities for the payment of money, is of no consequence at all, when we come to consider the purpose of the provision and the meaning attached to it, as declared by its framers, the destructive consequences which might result from giving it a different meaning, and the decisions of courts, which have had similar provisions before them.

THE CONSTITUTIONAL PROVISION IS

that no county, city, etc., shall be allowed to become indebted to an amount, including existing indebtedness, in the aggregate, exceeding 5 per cent on the value of the taxable property therein, etc. That any county, city, etc., incurring any indebtedness as aforesaid, shall before or at the time of doing so provide for the collection of a direct annual tax sufficient to pay the interest on such debt as it falls due, and also to pay and discharge the principal thereof within twenty years from the time of contracting the same.

Both clauses are to be construed together. The last clause illustrates the meaning of the first.

The indebtedness for the payment of interest and principal of which the tax is to be levied, is the indebtedness referred to in the first clause, and that must be within the 5 per cent limitation. Indebtedness beyond that limitation cannot be incurred under any circumstances.

If a city be entirely free from debt it is still forbidden to create indebtedness without providing beforehand, or at the time, for the collection of an annual tax to pay the interest of such debt as it falls due, and the principal within twenty years.

Now the tax is to run with the indebtedness, to be fixed in advance, and to be collected annually in amounts sufficient to pay the interest as it accrues, and the principal within twenty years. Can the indebtedness to be provided for in this manner be construed to be

ANYTHING BUT A FUNDED DEBT?

Had it been intended to prohibit the incurring of liabilities *in advance of the ordinary tax levy,* would not the language have been different, or rather would not another provision have been inserted applicable to the particular case; as that no liability should be incurred for the ordinary city expenditures until after the levy of the taxes, in case the 5 per cent limitation had not previously been exceeded, and in case that limitation had been exceeded no such liabilities should be incurred at all.

But if these ordinary temporary liabilities are covered by the word indebtedness, they must be estimated in determining the question whether an issue of bonds is within the amount authorized by the Constitution or not.

Let us suppose that in one of our cities the taxable property amounts to $100,000,000, and the funded debt to $3,000,000. The city makes its appropriations for a particular year, including the amount of $2,000,000 for various public works, school-houses, bridges, engine-houses, sewers, water-pipe, etc., for which appropriations a tax is levied payable the same year. As these are works of necessity, contracts are made for them payable from the proceeds of the tax of the year. At this time it is deemed important to build a city-hall, or make some other large outlay, and an addition of say $2,000,000 is made to the bonded debt. If the contracts based on the appropriations for the year be excluded, this indebtedness would be lawful; if those contracts be included as a part of the indebtedness of the city, it would be unlawful and the bonds worthless, because in excess of the amount permitted by the Constitution. Would any intelligent Court for one moment consider the amount of the contracts payable out of the tax levy for the year as a part of the indebtedness of the city? No Court would give so absurd a construction of the Constitution.

Again, every obligation resting upon a city or person to pay money already earned is a debt. A city has a funded debt exceeding the limitation when the Constitution takes effect. If this provision is to be understood as only limiting the bonded debt, no serious difficulty ensues. Services are rendered, contracts made, temporary loans previously authorized by law are obtained as usual to defray the constant expenses of protecting the lives and property of the inhabitants, and maintaining the varied and important functions of municipal existence, and all these expenditures are paid for and the accounts closed upon the collection of the taxes of the year.

But if the provision prohibits the incurring of any liability for the payment of money,

IN WHAT A CONDITION IS THAT CITY PLACED

by those who should have been and supposed they were the guardians of the rights and interests of its inhabitants. Nearly a year must pass before the revenues can be collected. Money cannot be borrowed for ordinary expenses, neither can a lawful contract be made with any one to serve the corporation. Policemen, firemen, school-teachers, cannot be paid if they render service, because it was unlawful to incur an indebtedness to them, and the city and its inhabitants are surrendered to anarchy and disorder, if not to destruction.

No such meaning as this can be found by the reflecting jurist in this wise and useful constitutional provision.

It follows that the practice of anticipating the collection of the revenue of a particular year by contracting for the performance of public services, or borrowing money in order to pay for these services in cash, however liable it may be to abuse,

IS NOT PROHIBITED BY THE CONSTITUTION.

The great importance of the question, and the magnitude of the loans which have been made for the temporary convenience of this city, justify me in giving the history of this constitutional provision, such extracts from the proceedings of the Convention as throw light upon it, with an important judicial decision, directly in point. I have also procured, and appended hereto, the opinion of the Corporation Counsel, himself a distinguished jurist, with many years' experience on the Bench. I may say that the same conclusions were reached by his eminent predecessors, the Hon. J. O. Norton, whose loss we have recently been called on to deplore, and the Hon. Murray F. Tuley, as well as by Egbert Jamieson, Esq., City Attorney, who has carefully examined the subject.

FORTUNATELY THE PURPOSE OF THE PROVISION

and its meaning, as understood by its framers, can be readily ascertained. All the debates and proceedings *of the Constitutional Convention show that the* purpose was to prevent the improvident increase of permanent or funded debt, and that by the words "debt" and "indebtedness" they did not mean to include liabilities created in consequence of appropriations and within the limits of the revenue accruing to meet them.

On the 7th of January, 1870, the Convention adopted the following resolution:

Resolved, That the Auditor of this State be requested to furnish to the Convention all the information in his possession upon the subject of State, county, township, and municipal indebtedness, and also all corporate indebtedness, incurred under the laws in relation to public schools in this State.

In compliance with this resolution, the Auditor sent in a statement, No. 1, of the debt of the State of Illinois, as it existed at the close of the fiscal year ending Nov. 30, 1869. In this statement is specified the bonded debt, and the school, college, and seminary funds, but none of the large liabilities covered by appropriations from the revenues, as for printing and binding, and the erection of public buildings, including the State-House.

Statement No. 2 showed the debt of counties, towns and townships, and cities, classified and arranged with great care, with a column headed "Railroad subscriptions not yet debts." This statement also excludes all appropriations and liabilities incurred in anticipation of the annual revenues.

No objection was ever made to this report for not including the appropriations and temporary loans made in anticipation of the revenue.

Soon after the meeting of the Constitutional Convention, being a member of that body, I introduced the following, with other propositions:

SEC. 4. Taxation by the State shall be limited to—— per cent, by counties to——per cent, by towns to ——per cent, and by cities and other municipalities to——per cent annually of the assessed value of property. Special assessments shall not be unreasonable or excessive.

SEC. 5. No county, town, city, or municipal corporation, shall have power to borrow money so as to increase its indebtedness to a sum beyond —— per cent of the aggregate assessed value of the property subject to its jurisdiction.

On my motion, this fifth section was referred to the Committee on State, County, and Municipal Indebtedness, and was reported back by them in the following form, in the exact words of the Iowa Constitution:

SEC. 1. No county, city, municipal corporation, township or school district, shall be allowed to become indebted, in any manner or for any purpose, to an amount in the aggregate exceeding 5 per centum on the value of the taxable property within such county, city, municipal corporation, township, or school district, such taxable property to be ascertained by the last State and county tax-lists previous to the incurring of such indebtedness.

Any county, city, municipal corporation, township, *or school district incurring any indebtedness as aforesaid* shall, before or at the time of doing so, provide for the collection of a direct annual tax sufficient to pay the interest on such debt as it falls due, and also to pay and discharge the principal thereof within ten years from the time of contracting the same.

It was finally adopted by the Convention, with the addition of the words "including existing indebtedness," inserting "twenty years" instead of "ten years," but with no other material change.

The second section of the report of the Committee on State, County, and Municipal Indebtedness was in these words:

SEC. 2. The State may contract debts to supply casual deficits or failures in revenues, or to meet expenses not otherwise provided for, but the aggregate amount of such debt, direct and contingent, whether contracted by virtue of one or more acts of the General Assembly, or at different periods of time, shall never exceed the sum of $250,000; and the money arising from the creation of such debts shall be applied to the purpose for which it was obtained, or to repay the debts so contracted, and to no other purpose whatever.

While this section was being considered, Mr. Anthony said, "The language here used is: 'The State may contract debts, ... an *appropriation* by the Legislature and a tax levied to meet the same, would not be included in this language.'"

Mr. Rice said: "The sole and simple object of that provision is that the General Assembly shall not have the power to pledge the credit of the State, or contract debts in excess of its resources or revenues over and above $250,000. . . .

"My view of that is, and I think it is a natural and rational one, and I do not see how any other can be given of it, that it is a limitation, not upon the power to appropriate, but to the power to contract debts when we have not got the money to pay them nor the means provided to raise it; and that is exactly what the language means."

Mr. Coolbaugh—"It is perfectly legitimate under that section for the General Assembly to make any appropriation, not exceeding in the aggregate the estimated amount of the revenue to be received into the State Treasury during the term that those appropriations are made to cover."

Mr. Allen, of Crawford—"How can the General Assembly create a debt growing out of deficiencies in the revenue? It is by exceeding the amount of revenue levied and collected. Then only arises the necessity of contracting a debt to supply a deficit. . . . We say to the Legislature! 'When you commence appropriating money, no matter for what purpose, whether for the ordinary expenses of the Government, whether for internal improvements, or to the building up of educational institutions, you must remember that if you appropriate to the extent of $150,000 more than you have revenue, or will have revenue in the Treasury to pay, you are limited from borrowing money or issuing bonds to supply that casual deficiency.'"

THE SECTION RELATING TO MUNICIPAL INDEBTEDNESS

contains the phrase "become indebted," instead of "create a debt." Both expressions are substantially the same. As this section was considered last, it was not deemed necessary to repeat the explanation, so fully presented by various members when the second section was under consideration. But the remarks of Mr Haines, of Lake, and of Mr. McCoy, the Chairman of the Committee making the report, gave a clear and decisive construction to these words, which was not afterwards questioned by any member of the Convention.

Mr. Haines said: "This relates to the indebtedness of these municipal corporations. I do not understand, as the gentleman from Fulton (Mr. Ross) does, that it relates to the ordinary expenses of these corporations. If it become necessary to repair or rebuild a bridge in his own county, or in any other county, this section does not place any restriction upon it, or relate to it in the least degree; or to a court-house, or any expense that a municipal corporation sees fit to incur, or levy a tax for the payment of during the same year. It is quite competent under this section to incur such expenses, by the rule that has been established by the courts of the State. . . .

"This does not reach these cases; it relates to the indebtedness of these corporations. A man who makes a contract to buy a piece of property, and pays his money, discharges the obligation and there is no existing indebtedness. A municipal corporation that makes a contract, audits the bill, levies a tax, and collects it during the same year, pays for it at the time of the contract, and makes no debt at all. An indebtedness is a continuing obligation to pay at a future day. This provision is to reach a funded debt. It does not reach the case of the current expenses of these municipal corporations. In that view I think it is a very reasonable provision perhaps; but I should like to see this section go further, and prescribe according to the policy of our statute, to-day; that money for current expenses shall not be raised to exceed a certain per centum during each year. I would like to see that principle engrafted upon this Constitution, and then it will be complete for me. But this, to use a common saying, which has been used so often that I may now use it myself, is like fighting a windmill. Individuals have their manner of payment, which is on delivery. Municipal corporations, in imitation of that, pay during the fiscal year, which is payment at the time of making the contract, and this provision does not relate to that principle of expenses at all."

Mr. McCoy—Mr. Chairman, it was not the intention of the Committee of which I have the honor to be the Chairman to interfere with the assessments of any county, city, municipal corporation, township, or school district in the State for ordinary expenses, but it did desire to put a limitation and restriction on indebtedness, and that, if created, a provision should be made for payment thereof, and that the people demand.

The construction placed upon this provision, by the members of the Convention, has been fully

SUSTAINED BY THE HIGHEST JUDICIAL AUTHORITY.

The section as reported from the Committee on Municipal Indebtedness was copied verbatim from the Constitution of the State of Iowa. The only material change made by the Convention was by adding the words "including existing indebtedness."

The provision of the Iowa Constitution came before the highest tribunal of that State, the Supreme Court, and was adjudicated upon by them, at the June term, 1873, on appeal from the Scott District Court, in the case of Grant vs. The City of Davenport, reported in 36 Iowa Reports, p. 396.

This was an action brought by James Grant and others, citizens and tax-payers of the City of Davenport, against the said city and others, to restrain the city from carrying into effect a certain ordinance passed by the city, Dec. 4, 1872, on the ground that the said ordinance is unconstitutional, because it creates a larger debt than the Constitution allows, etc.

The valuation of said city for State and county purposes was less than $1,000,000. The debt was $150,000.

Sec. 1 of the ordinance grants to certain parties the exclusive privilege for twenty-five years, and an equal privilege thereafter with all others, of supplying the citizens of said city with water.

Sec. 11 provides for payment to said company, by the city, of an annual rental of $80 for each fire hydrant for the first five years, $70 for the second five years, $50 for the third five years, and $40 thereafter, payments to be made semi-annually; the rent of said hydrants to commence as soon as said 200 hydrants are ready for use.

The defendants demurred to the petition of the plaintiffs in error.

The Court below sustained the demurrer, to which ruling the plaintiffs excepted and appealed.

C. Whittaker, for the appellants, cited Scott vs. City of Davenport, to show that "a debt is created when one person binds himself to pay money to another. A party becomes indebted when he enters into an obligation to pay. A debtor is one who owes a debt, he who may be constrained to pay what he owes."

He urged also that the ordinance created a debt. "The Constitution does not say that a municipal corporation shall not become indebted by bond or note, but it says, in any manner or for any purpose."

The opinion of the Court was given by Judge Cole, who said:

Our Constitution declares that "no municipal corporation shall be allowed to become indebted in any manner, or for any purpose, to an amount, in the aggregate, exceeding 5 per centum on the value of the taxable property within such corporation, to be ascertained by the last State and county tax lists, previous to the incurring of such indebtedness." (Constitution, Art. 11, Sec. 3.) The plaintiffs aver in their petition the amount of the taxable property, and also the amount of the city indebtedness upon bonds executed in compromise of a previous bonded debt, and show by express averment that the present indebtedness of the city is in excess of the constitutional limit. The direct question is therefore presented, whether the ordinance and its acceptance, which together constitute a contract, create an indebtedness by the city, in the sense of that word as used in the Constitution.

We have heretofore recognized and adjudicated the right and duty of a city to retain and apply its current revenues to the payment of its proper and ordinary current expenses. The right to thus apply the current revenues to the defraying of ordinary expenses is grounded upon the fact that such a course is absolutely necessary to the life of the municipality and to the successful accomplishment of the purposes of its creation. Any appropriation of these revenues, therefore, whether by ordinance or by contract, to the payment of the ordinary expenses, would be, beyond question, it seems to us, both reasonable and proper. And if the appropriation was made in advance of the receipts of the revenues, the action would be just as legitimate; because that the revenues will be received is a legal certainty. And again, if the appropriation was made in advance to pay for services to be rendered or articles to be furnished, within the scope of proper and *ordinary expenses, the payment to be made upon* the rendition of the services or the delivery of the articles, no question could arise as to the propriety or legality of such a course, regardless of the fact whether the city was indebted to its maximum limit or not; and this because the right of the city to thus apply its revenues, notwithstanding its indebtedness, is a part of the well-settled and expressly-adjudicated law of the State. . . . .

If it can induce individuals or a corporation to construct and maintain such works for the use and benefit of the municipality and its inhabitants, and can pay a just and fair rent, as agreed, out of its current revenues, and can also, out of such revenues, pay its other ordinary expenses, we can see no sufficient reason for holding that an agreement to pay such rent, either weekly, monthly, quarterly, or annually, creates an indebtedness against the city. If it did create an indebtedness, then an ordinance providing for the payment of the salaries to the officers of the city would also create an indebtedness, and would be invalid, where the maximum of indebtedness has also been reached. And such a construction would also render invalid every contract for the delivery of lumber to repair a bridge or a sidewalk, or for the employment of a laborer to work thereon.

From these illustrations, as well as from the plain and practical meaning of the language of the constitutional inhibition, the true rule and just interpretation is evolved, to-wit: that when the contract made by the municipal corporation pertains to its ordinary expenses within the limit of its current revenues, and such special taxes as it may legally and in good faith intend to levy therefor, such contract does not constitute "the incurring of an indebtedness" within the meaning of the constitutional provisions. Dively vs. the Town of Cedar Falls, 27 Iowa. 227. . . .

Upon a full examination of the case, we find, as did the learned District Judge, that no right of action exists, and therefore order that the judgment of the District Court be affirmed.

Without protracting the argument further, I think it is clear beyond question that our temporary loans are fully authorized by the Constitution and laws of the State, constitute a just and valid claim against the city, and should be repaid with scrupulous fidelity as they mature.

Judge Dickey has submitted this report and his opinion to the Hon. C. B. Lawrence, ex-Chief-Justice of the Supreme Court, the Hon. W. C. Goudy, B. F. Ayer, Esq., Charles H. Morse, Esq., Francis B. Peabody, Esq., the Hon. Charles Hitchcock, President of the late Constitutional Convention, and the Hon. C. Beckwith, ex-Judge of the Supreme Court, gentlemen of the highest standing in the legal profession, and their responses approving our construction of the Constitution are presented herewith. Respectfully submitted, S. S. HAYES, Comptroller.

LEGAL OPINIONS.

THE CORPORATION COUNSEL.

CITY LAW DEPARTMENT, CHICAGO, Aug. 31, 1875.—*The Hon. S. S. Hayes, Comptroller:* In answer to your letter of Aug. 27, inst., referring to the supposed legal effect of Sec. 12, Art. IX., of our Constitution, upon the practice of borrowing money from time to time (for a time not longer than to the 1st of June next thereafter), for making monthly or other payments, required to be made before the collection of taxes of any given year, as provided for in Sec. 25 of the act on that subject of Feb. 15, 1865, as amended by Sec. 7 of the act of April 19, 1869, I beg leave to say:

That as I understand this practice, it is merely a mode of applying the taxes of any given year to the current expenses of that year. If so, by so doing I think the city does not thereby "become indebted in any manner or for any purpose," in the sense of these words as used in that section of the Constitution.

A provision is found in the Constitution of the State of Iowa which, in so far as concerns this question, in the precise words used in our Constitution. The section in our Constitution is in these words: "No [county, city, township, school district or other] municipal corporation shall be allowed to become indebted, in any manner or for any purpose, to an amount [including existing indebtedness] in the aggregate exceeding 5 per cent on the value of the taxable property [therein], to be ascertained by the last [assessment for State and county taxes] previous to the incurring of such indebtedness." The language of the Iowa Constitution is in the same words, excluding the words I have placed in brackets, and substituting the words "within such corporation," instead of the word "therein," and also substituting the words "State and county tax-lists," instead of the words "assessment for State and county taxes," used in our Constitution. There is no difference whatever in the meaning and force of the two Constitutions, and the substance of the language is the same.

The question of the true legal interpretation and construction of this provision has been disposed of by the Supreme Court of Iowa. I am not aware of any decision of our Supreme Court on the question, but THE REASONING OF THE SUPREME COURT OF IOWA is so clear and cogent that there can be little doubt as to what our Court will say if ever called upon to pass upon the same.

The Supreme Court of Iowa, in the case of Grant vs. the City of Davenport, 36th Iowa R., 401, lays it down as sound law that every city, without regard to the amount of its indebtedness, has the lawful right to apply its current revenues to the payment of its proper and ordinary current expenses, and that such appropriation of the revenues may lawfully be made in advance of the collection of the revenues.

That case related to a contract made by the city with the Davenport Water Company to furnish the city with water for twenty-five years, for annual installments, to be paid by the city, beginning with $16,000 a year, providing a liability to pay in the aggregate an amount which would go beyond the constitutional limit.

The Court holds that a supply of water is necessary and the cost thereof comes properly under the head of "ordinary expenses;" that if the installments to be paid under such a contract can (with the other necessary current expenses of the city) be paid out of its current revenues, the contract to pay such installments does not constitute an indebtedness within the meaning of the Constitution.

The Court say that the true rule evolved from the Constitution is that where a contract pertains to the ordinary expenses of the city, and the payments to be made under it are (together with other like current expenses of the city) within the limit of the current revenues of the city, and such special taxes as it may legally levy, and in good faith intends to levy therefor, such contract does not constitute "the incurring of indebtedness" within the meaning of the Constitution.

The Court say, in substance, that any other view of this constitutional provision would render void in all cases an ordinance providing for the payment of the salaries of the city officers where the city is already indebted to its maximum limit, and that upon the ground that the agreement to pay salaries constitutes an indebtedness; that any other view of the Constitution would in all cases, where a city is indebted to its constitutional maximum, render invalid every contract for material or labor to make the least repair of a bridge, sidewalk, or street, however necessary, and this although the current revenues of the city were ample to pay all its current and ordinary expenses; and that under any other construction, a city (already indebted to the constitutional limit) could not even contract for the use of the most necessary public buildings without a prior levy and collection of the revenues and the deposit of the funds in the treasury.

The Court say that the Constitution does not mean this.

WHERE A CITY, ALREADY LAWFULLY INDEBTED,

gives a bond providing for the future payment of such debt, this does not create such debt; nor would it create a new debt within the meaning of the Constitution, if the city already owing a lawful debt should borrow money and pay the old debt therewith. By so doing the city would not "become indebted" in the sense of the Constitution. The form of the indebtedness merely is changed, but a debt is not created.

The application of revenues, for which taxes are in process of collection, to the payment of the current ordinary expenses of a city, in advance of the collection, is merely disposing of a chose in action which the city already has, and a city by so doing does not "become indebted" in the sense of the Constitution.

If, therefore, the city has become lawfully liable to any one for any part of its ordinary and necessary current expenses, and the uncollected revenue anticipated is sufficient to cover this and other necessary current expenses, the city may lawfully give to such person a written promise to pay such liability at any time not beyond the 1st day of the next June; or the city may lawfully make a temporary loan of some other person, and with the money borrowed pay such liability, and give to the lender a written promise to pay the money to him on or before the then next June, and by so doing the city does not "become indebted" in the sense forbidden in the Constitution.

The conditions essential to the legality of the transaction are, that the money is to be applied to some portion of the ordinary or necessary current expenses of the city, and that this liability (together with the other ordinary and necessary current expenses of the city for that year) does not exceed the current revenues of the city anticipated for that year.

The city officers authorized by law to transact such business are necessarily the persons authorized by law to judge and determine whether the essential conditions exist, and the lender need not look further. It is sufficient for the validity of such loan certificates, in the hands of bona fide holders, that they have been issued by the proper officers. This latter principle has been thoroughly established by repeated decisions of the Supreme Court of the United States. Respectfully, T. LYLE DICKEY, Counsel to the Corporation.

OTHER OPINIONS.

In my opinion the construction of the Constitution presented in the foregoing communications of the Comptroller and the Counsel to the Corporation is the true legal interpretation thereof.

C. B. LAWRENCE,
W. C. GOUDY,
B. F. AYER,
FRANCIS B. PEABODY,
CHARLES HITCHCOCK.

CHICAGO, Sept. 4, 1875.—*The Hon. T. Lyle Dickey*—DEAR SIR: I return your opinion with the indorsement I do not see that there can be a reasonable doubt about the question. Yours truly,

CHARLES HITCHCOCK.

CHICAGO, Sept. 4, 1875.—*The Hon. T. Lyle Dickey*—DEAR SIR: I have carefully perused the opinions of yourself and the Hon. S. S. Hayes, Comptroller, in regard to city indebtedness, etc. I have given a careful reflection to the subject to which they relate. I fully concur with you in your views. Respectfully,

CHARLES H. MORSE.

CHICAGO, Sept. 4, 1875.—*The Hon. T. Lyle Dickey, Corporation Counsel City of Chicago*—DEAR SIR: I have examined the communication of the Hon. S. S. Hayes, Comptroller of the City of Chicago, relative to the power of the city to borrow money, and your opinion in reference to the same subject, and can say, substantially in the language of the Supreme Court of the State of Iowa, that I have no doubt that the city has the lawful right to apply its current revenues to the payment of its proper and ordinary current expenses, and that such appropriation of the revenues may lawfully be made in advance of their collection.

The appropriation of such revenues by a temporary loan based thereon is not, in my judgment, an indebtedness within the meaning of the constitutional provision prohibiting the incurring of liabilities beyond a certain amount. I am very truly, your obedient servant,

C. BECKWITH.

EQUALIZATION.

How the State Board Purposes to Tuck It on to Cook County—A Personal Quarrel.

Special Dispatch to The Chicago Tribune.

SPRINGFIELD, Ill., Sept. 6.—In the Board of Equalization this afternoon, the Committee on Personal Property made a report of additions and deductions. The Committee add 86 per cent to personal property in Cook County. These reports have yet to pass through the Committee on General Equalization, and the figures will be materially changed. In fact, the reports are only a basis from which a perfect report is to be made. Thus far, individual Committees on Lands add 70 per cent to the lands in Cook, 65 per cent to town lots, and 86 as above. But, in each of these reports, a surplus or deficiency has been created, which, in the language of adepts in equalization, must be spread back over the counties in each class, so that no reliable report can be given until it passes through the hands of the General Committee on Equalization. The Railroad Committee cannot report until to-morrow, and then the report will be imperfect, like the others. The Committee on Capital Stock must await the completion of all other reports before it can fairly get to work. It is thought the Board will remain two weeks longer at least.

During the session this morning, Mr. Whitney, of Du Page, arose to a question of privilege, and read from the *Times* of Saturday what purported to be a statement made by Mr. Derickson, in which he said the State Board had formed a ring to swindle Cook County, and that the other members from Cook were in the ring. Mr. Whitney then asked Mr. Derickson if he made the statement.

Mr. Derickson said he never made any such statement to a reporter.

Mr. Whitney asked him if he made such a statement to the County Board.

Mr. Derickson said he did not, and that Mr. Whitney was no gentleman or he would have come to him outside the Board and asked him to explain the matter.

Mr. Whitney said the charge was a public one, and he wanted a public answer.

After the Board adjourned Mr. Derickson walked around to Mr. Whitney's desk and excitedly shook his fist in his face and said: "You are a liar, sir, and dare not resent it."

Mr. Whitney responded: "You are a jackass, and everybody knows it."

The quarrel went on, but terminated without a personal collision.

Mr. Derickson this afternoon expresses regret for the language he used, and says he was led to it under excitement, induced by the belief that Mr. Whitney was attempting to gain some advantage for DuPage County at the expense of Cook.

Mr. Whitney thinks himself justified in attempting to make Mr. Derickson admit the charge against him or deny it, and thus relieve the Board from aspersions which he thinks unjust.

NEW YORK CELEBRATIONS.

NEW YORK, Sept. 20.—The birthday of Lafayette is being celebrated by French and American citizens at the Suburban Park.

The five days' festival of the Platte Deutschers was begun this morning by a grand street parade and review by the Mayor and Aldermen and German Consul. Delegations are here from Chicago, Milwaukee, and other cities.

THE TEXAS EDITORS.

Special Dispatch to The Chicago Tribune.

FORT WAYNE, Ind., Sept. 6.—Extensive preparations are being made here for the reception and entertainment of the Texas editorial excursion, which will arrive at 2 o'clock to-morrow afternoon from Chicago. The visitors will be taken to the leading points of interest about the city, and in the evening a grand ball and banquet will take place.

CURRENT GOSSIP.

HEART.

Heart in my bosom beating
Fierce as a power at bay,
Ever thy role repeating,
Louder, and then retreating,
Who shall thy being sway?

Over my will, and under,
Equally king and slave,
Sometimes I hear thee thunder,
Sometimes falter and blunder,
Close to the waiting grave.

Oft in the beautiful season,
Restless thou art, and wild;
Oft, with never a reason,
Turnest and doest me treason,
Treating the man as a child.

Cold when passion is burning,
Quick when I sigh for rest;
Kindler of perished yearning,
Curb and government spurning,
Thou art lord of the breast.

CHICAGO. J. H. S.

MARRYING OF COUSINS.

A popular belief has long prevailed that the marriage of first cousins is attended with lamentable results in the insanity of their issue. This belief is not warranted by the facts. The last number of the *Fortnightly Review* contains an article by Mr. George Darwin on "Marriages Between First Cousins," giving the results of some researches he has recently made among the first-cousin marriages of the upper classes of England. There are incidentally brought out some statistics worth repeating, such as that, in every 79 marriages in England one is a Smith; in 76, a Jones; in 115, a Williams; in 148, a Taylor; in 163, a Davis; in 174, a Brown; in 529, a Griffiths. In fact, it is upon these proportions of fifty of the commonest names he bases all his succeeding calculations. Having found 10 per cent of marriages between people of the same names, he determines what per cent of these are marriages between first cousins, and again what proportion these bear to those between first cousins of different names.

His investigations he confines to Burke's "Peerage" and the landed gentry of England and Ireland, and discovers 57 per cent of same name first-cousin marriages, which is his first factor. His second he secures through circulars mailed to the same classes, provided with blanks to be filled, taking care to avoid receiving the same information through different channels; and though the statistics he receives manifestly must have been incomplete, he feels warranted in taking 2¾ per cent as the proportion of different-name first-cousin marriages. From these he determines that the proportion of first-cousin marriages to all other marriages is 4½ per cent., a percentage slightly increased among the upper classes and lowered among the common people.

He then proceeds to the asylums to discover whether such marriages are injurious. In this inquiry he seems to have been very ably seconded by the physicians, but his table of observations appended are not very satisfactory. The testimony of the physicians varies, but preponderates against the popular belief. Dr. Howden *goes so far as to say: "Neither in insanity nor* in any abnormal propensity do two plus two make four; there is always another factor at work neutralizing intensification and bringing things back to the normal." On the other hand Dr. Crichton Brown says that two plus two make more than four, and that even persons of similar temperaments should not marry. The investigation, Mr. Darwin thinks, showed that, in lunatic and idiotic asylums, probably between 3 and 4 per cent of the patients are the children of first cousins, and in the case of deaf-mutes there is no evidence that the percentage is any greater than that of the general population.

Concerning the death-rate of the children of first-cousin marriages Mr. Darwin turned again to the "Peerage," and in a careful examination of thirty-seven families, too small a total upon which to base satisfactory statistics, there remained but the shadow of evidence that the children of first-cousin marriages possess a slightly lowered vitality, which under favorable conditions would show no ill effects. This, he says, is in accordance with his father's experiments with in-bred plants, which suffer no deterioration when allowed plenty of good soil and room, but perish or become stunted in competition with other plants. Finally, his opinion is that while certain maladies do take hold more easily of the offspring of first-cousin marriages, the evil has been vastly overrated.

While Mr. Darwin has written an article, Mr. Huth, undeterred by the difficulties which have beset marriage with even the deceased wife's sister, has written a book, "Marriage of Near Kin Considered with Respect to the Laws of Nations: the Results of Experience the Teachings of Biology," with a view directly to legislation. In this gentleman's opinion existing prohibitions are but relics of asceticism. The first part of the work is historical. He quotes Jeremy Taylor, who says the earlier the times the more liberty there was of marriage with kin, and passes in review Egypt, where a man might marry his sister; Persia, where it was honorable to marry his mother, and the Isle of Wight, where a man is permitted to marry his niece. Of the general theory that the marriages of blood relatives are injurious, it is his opinion that evils have been hastily accounted for in that way because they could not be satisfactorily explained otherwise. Mr. Huth follows Mr. Darwin's experiments among plants and the lower animals, but arrives at different conclusions. The benefit of crosses he regards rather as removing inherited diseases—it is negative, not positive. In his view there are no grounds for believing consanguineous marriages injurious, while the tendency of restriction on general grounds is hurtful, and he insists that it is not advisable to extend the prohibition against marriage beyond the third collateral degree, and to permit all marriages of affinity except in the direct ascending and descending lines.

READY WIT.

Appletons' Journal has some curious instances of good things said at the right time. Here are some specimens:

A certain learned man being congratulated on his talent for small talk, said: "It has cost me more effort and study to achieve small talk than to conquer the higher mathematics, but I felt the desperate want of it, and went at it as a study."

Theodore Hook was an instance of the power of readiness. He had the talent of an *improvisatore,* and could make verses to order. He was asked what was the chief objection to dining alone.

"Why, the bottle comes round too often," said he.

On being told that he must write something for the *Englishman* on the death of the King and Queen of the Sandwich Islands, he immediately wrote:

"Walter! two Sandwiches," said Death,
And their wild Majesties resigned their breath.

John Van Buren was a master of repartee. In making a speech, he drew a picture of the evil effects of a certain measure, which would be sure to defeat the candidate. Some antagonistic politician said: "Who did that in 1848?" Van Buren remembered instantaneously that his illustrious father *had done* that very thing, but his quick wit saved him. "I don't remember the gentleman's name," said he, "but I think it lost him his election!"

A gentleman who hated cold weather said: "It is one of the many inducements to lead a bad life that the dreadful place is so comfortably *heated.*"

Happy was that London gentleman into whose house Theodore Hook intruded with Mr. Terry on a wager, and, after dining and making the company ache with laughter, sat down and sang an improvised song, ending with the words:

We are very much pleased with our fare,
Your cellar is as good as your cook;
My friend is Mr. Terry, the player,
And I am Mr. Theodore Hook.

Accident sometimes brings about a very good pun. A lady sitting in a drawing room playing with a kitten; a gentleman entered with a print of *Correggio's* picture of the "Magdalen with the Skull." The lady said: "See, she has the same attitude as my kitten." "Yes," said he, "and, like her, she is thinking over her *fore paws (faux pas).*"

Here is a story of Madame de Stael's large foot. She went to a fancy ball as Minerva. "How shall you know your goddess?" said one of her admirers to another. "Par le pied-de-Stael," was the response. Had she gone otherwise than as a goddess she would not have needed a pedestal.

After Gen. Scott's famous "plate of soup," some wit dubbed him "Marshal Tureen."

SETH WRIGHT'S SHEEP.

In the year 1791, there was a farmer of the name of Seth Wright in Massachusetts, who had a flock of sheep consisting of a ram and some twelve or thirteen ewes. Of this flock of ewes, one at the breeding-time bore a lamb which was very singularly formed: it had a very long body with very short legs, and those legs were bowed. If this peculiar build had presented no practical utility, it would probably have disappeared in time—some of the offspring of the lamb in question would have inherited their parent's structure, but successive admixtures with the normal type would have gradually effaced the exception. It so happened, however, that in that part of Massachusetts where Seth Wright was living, the fields were separated by fences, and, as the sheep were active and robust, they often overleaped these fences to stray into the neighboring farms, causing thereby much bickering and quarrel. It occurred, therefore, to Seth Wright, who was, like his successors, more or less cute, that if he could get a stock of sheep like those with the bandy legs, they would not be able to jump over the fences so readily, and he acted upon this idea. He killed his old ram, and as soon as the young one arrived at maturity he bred altogether from it. The offspring, we are told, were always either pure Ancons (the bow-legged type) or pure ordinary sheep. Seth Wright kept the two types carefully apart, and allowed the Ancons only to breed with one another. In consequence of this, the farmer was able in the course of a very few years to get a considerable flock of this variety, and if the Merino sheep introduced a short time later had not proved more advantageous in all respects, the Ancon breed would probably still cover Massachusetts.—*Westminster Review.*

THE GREAT BICYCLE JOURNEY.

Apart from the artificial excitement of a wager there is some amount of romantic interest attaching to the announcement that Mr. Nairns set out on Thursday morning upon his bicycle on his long journey from Vienna to Paris. The distance is 670 miles, and the route, following that of the Hungarian Lieutenant who performed the same feat last year upon a single horse in fifteen days, will lie through Ems, Munich, Stuttgart, Strasbourg, and Nancy. Mr. Nairns hopes to accomplish his undertaking in at least one-third less time; and looking to what has already been achieved by skillful bicyclists, we see little reason *to think him over sanguine. It is an established* maxim that even human power would beat that of a horse in the long run. Dr. Kitchener, in his "Traveller's Oracle," a work of authority in pre-railway days, lays down the rule of 20 miles a day for a horse for the first two days; and then, if he is a good one, 30 or 40, with a rest on the fourth day, to give him time to recover his spirits. Twice such an amount of work in the same period would certainly not tire a skillful velocipede-rider very much. The Hungarian officer rode 46 miles a day; but his horse must have arrived greatly distressed. Mr. Nairns proposes to ride continuously about 60 miles a day. He starts, moreover, in the heats of August, no small consideration in Southern Europe, whereas the Hungarian traveled in November. Of course Mr. Nairns will ride only in early morning and in the cool of the evening; he will be troubled neither to find stabling nor fodder for his steed; and, with a few handy tools, will be ready for most accidents. Altogether, the bicycle may now claim to have risen from the position of a toy to that of a useful supplement to man's miserably defective means of locomotion. It is true that a seat on a bicycle is, in some people's eyes, a little undignified; but *infra dig.,* as Hood says, depends very much upon where a man "plants his dig." Since an ex-Chancellor of the Exchequer has shown that he can preserve a balance on a vehicle of this kind, there is no reason why the bicycle should not begin to gather even dignified associ*ations, though our horses unfortunately still re*gard these machines with distrust, and a whole population of bicycle-riders would be rather an alarming spectacle.—*London News.*

A HISTORICAL LEG.

All the Year Round says: The Marquis of Anglesea's leg was for some years almost as famous as the chivalrous Marquis himself, so far superior was it to anything that had previously been produced for a similar purpose. This gallant officer had a leg shattered by a cannon ball at the battle of Waterloo; he underwent two amputations, one on the battle-field by an army surgeon, the other by Mr. (afterward Sir Everard) Home, after his return to England. Then Mr. Gray set to work. He took a cast in wax of the stump of the poor unfortunate leg, transferred the impression to tough and light desiccated willow, and ingeniously introduced strings of catgut to represent that (so-called) tendon of Achilles, which gives elasticity and propelling power. *It is a great thing to say* that the leg retained its proud position for nearly forty years, until the Marquis, as a venerable Field-Marshal, closed his career at the age of 85—not the same leg, of course; for an artificial leg, like a boot, will wear out in course of time. *As experience grew* and further observations were made, the original Anglesea leg gradually made way for a better. The Marquis looked so well on horseback that the admiring public could scarcely believe one of his legs to be artificial. The string of catgut at the back of the heel extended the foot when straightened; a spring inserted in the instep lifted the toes from the ground when the leg bent in walking. Nevertheless, Nature had not sufficiently imitated in the first Anglesea leg; there was no lateral motion in the ankle-joint; the wearer could not walk on uneven ground without experiencing an unpleasant amount of jar and strain. Moreover, there was too much creak and rattle with the metal-work, and the wearer had to keep near at hand a small oil-can, wherewith to lubricate his joints. These inconveniences were got rid of one by one—a great improvement being the introduction of a ball-and-socket ankle-joint, and another being the substitution of india-rubber for metal in some of the parts.

HAPPY PATTI.

The Boston *Journal's* correspondent in Paris gossips about a world-famous diva. An indiscreet French correspondent says he has visited *Dieppe recently* and gathered the following details about Adelina Patti, who is reposing there from the fatigues of the recent London season. She needs repose, for while in London she sang in eight concerts, twenty-one operas, accepted forty invitations to dinner, and assisted at twenty-five balls. The correspondent informs us that Patti's facility for study has so greatly *increased that she finds it possible to learn in a* few weeks a role which others blunder over for months. She already knows thirty-four operas from beginning to end. When she is studying, her habit is not to sing aloud the role which she wishes to learn. She *either reads or hums it. Even her accompanist* often cannot hear her voice on these occasions. It is the same at rehearsals. Only at the last grand general rehearsal does she condescend to sing with her full voice. She goes to bed late and is up early; at table follows no special diet, but eats heartily three times daily, and drinks Bordeaux and champagne freely without any effect upon her voice being perceptible, notwithstanding a popular impression that singers should not use them. Her supper is usually served about midnight. The days when she sings in opera she dines several hours before she appears on the stage, and generally looks over her role for half an hour before going upon the stage.

DEAD TO THE WORLD.

A young and beautiful French girl has just taken the veil, and retired to a convent, under singularly romantic circumstances. Mlle. de la Tour is a daughter of one of the most illustrious French families of the provinces. She was at her father's chateau at the time of the Prussian invasion, and, having been grievously insulted by a German officer quartered in the house, she took a knife and killed him. She was, of course, surrendered to the German military authorities, was tried by court martial, condemned to death, and would have been shot had not the Crown Prince of Prussia, Frederick Charles, secured her pardon. Broken in health and spirit, she made all haste to take the veil which shuts her out from the world forever. The French talk *of enrolling her in the gallery of illustrious* French women, and may possibly erect a monument in her honor.

JERSEY MOSQUITOES.

A New Jersey Granger heard a great noise among his chickens the other evening, says the Norristown *Herald,* and thinking thieves were despoiling his roost, he rushed out with vengeance in his eye and a shot-gun in his hand, but discovered no one about. Then he counted his fowls, but instead of some being missing, he found six more than belonged to him. His eyesight being a little defective, he didn't discover until the next morning that he had counted six vigorous mosquitoes of the New Jersey brand, which had been accidentally fastened in the coop with his hens. "I thought they were rather too big for chickens when I counted 'em," he afterwards remarked.

CANNOT BECOME VULGAR.

A Paris correspondent writes: All the ladies wear a medal or a cross, attached to a ribbon, round their necks. On close inspection I saw that these medals and crosses were the same as given to distinguished men for services rendered to their country on the battle-field. On inquiry, also, I ascertained that they were in reality the medals and crosses of the husbands of the ladies who wore them, and that it was now to be the fashion of all ladies to show in this way that their husbands are decorated. "So," they say, "we are sure that this fashion at least will not be copied by the vulgar."

RADWAY'S REMEDIES.

R. R. R.

Radway's Ready Relief

CURES THE WORST PAINS

In from One to Twenty Minutes.

NOT ONE HOUR

After reading this Advertisement need any one suffer with pain.

Radway's Ready Relief

IS A CURE FOR EVERY PAIN.

It was the first and is the

Only Pain Remedy

That instantly stops the most excruciating pains, allays inflammations, and cures congestions, whether of the Lungs, Stomach, Bowels, or other glands or organs, by one application.

In from One to Twenty Minutes,

No matter how violent or excruciating the pain, the Rheumatic, Bed-ridden, Infirm, Crippled, Nervous, Neuralgic, or prostrated with disease may suffer,

Radway's Ready Relief

WILL AFFORD INSTANT EASE.

Inflammation of the Kidneys, Inflammation of the Bladder, Inflammation of the Bowels, Mumps, Congestion of the Lungs, Sore Throat, Difficult Breathing, Palpitation of the Heart, Hysterics, Croup, Diphtheria, Catarrh, Influenza, Headache, Toothache, Neuralgia, Rheumatism, Cold Chills, Ague Chills.

The application of the Ready Relief to the part or parts where the pain or difficulty exists will afford ease and comfort.

Twenty drops in half a tumbler of water will, in a few minutes, cure Cramps, Sprains, Sour Stomach, Heartburn, Sick Headache, Diarrhea, Dysentery, Cholic, Wind in the Bowels, and all internal pains.

Travelers should always carry a bottle of RADWAY'S READY RELIEF with them. A few drops in water will prevent sickness or pains from change of water. It is better than French Brandy or Bitters as a stimulant.

FEVER AND AGUE.

Fever and Ague cured for fifty cents. There is not a remedial agent in the world that will cure fever and ague, and all other malarious, bilious, scarlet, typhoid, yellow, and other fevers (aided by Radway's Pills) so quick as Radway's Ready Relief. Fifty cents per bottle. Sold by Druggists.

HEALTH! BEAUTY!

Strong and pure rich blood; increase of flesh and weight; clear skin and beautiful complexion secured to all.

DR. RADWAY'S

SARSAPARILLIAN RESOLVENT

Has made the most astonishing cures. So quick, so rapid are the changes the body undergoes under the influence of this truly wonderful medicine, that

Every Day an Increase in Flesh and Weight is Seen and Felt.

THE GREAT BLOOD PURIFIER.

Every drop of the Sarsaparillian Resolvent communicates through the blood, sweat, urine, and other fluids and juices of the system, the vigor of life, for it repairs the wastes of the body with new and sound material. Scrofula, syphilis, consumption, glandular disease, ulcers in the throat, mouth, tumors, nodes in the glands and other parts of the system, sore eyes, strumorous discharges from the ears, and the worst forms of skin diseases, eruptions, fever sores, scald head, ringworm, salt rheum, erysipelas, acne, black spots, worms in the flesh, tumors, cancers in the womb, and all weakening and painful discharges, night sweats, loss of sperm and all wastes of the life principle, are within the curative range of this wonder of modern chemistry, and a few days' use will prove to any person using it for either disease its potent power to cure them.

If the patient, daily becoming reduced by the wastes and decomposition that is continually progressing, succeeds in arresting these wastes, and repairs the same with new material made from healthy blood,—and this the Sarsaparillian will and does secure,—a cure is certain; for when once this remedy commences its work of purification, and succeeds in diminishing the loss of wastes, its repairs will be rapid, and every day the patient will feel himself growing better and stronger, the food digesting better, appetite improving, and flesh and weight increasing.

Not only does the Sarsaparillian Resolvent excel all known remedial agents in the cure of Chronic, Scrofulous, Constitutional, and Skin diseases, but it is the only positive cure for

Kidney and Bladder Complaints,

Urinary and Womb Diseases, Gravel, Diabetes, Dropsy, stoppage of water, incontinence of urine, Bright's disease, albuminuria, and in all cases where there are brick-dust deposits, or the water is thick, cloudy, mixed with substances like the white of an egg, or threads like white silk, or there is a morbid, dark, bilious appearance, and white bone-dust deposits, and when there is a prickling, burning sensation when passing water, and pain the small of the back and along the loins.

Tumor of Twelve Years' Growth Cured by Radway's Resolvent.

BEVERLY, Mass., July 18, 1869.

DR. RADWAY: I have had ovarian tumor in the ovaries and bowels. All the doctors said "there was no help for it." I tried everything that was recommended, but nothing helped me. I saw your Resolvent, and thought I would try it; but had no faith in it, because I had suffered for twelve years. I took six bottles of the Resolvent and one box of Radway's Pills and two bottles of your Ready Relief, and there is not a sign of tumor to be seen or felt, and I feel better, smarter, and happier than I have for twelve years. The worst tumor was in the left side of the bowels, over the groin. I write this to you for the benefit of others. You can publish it if you choose.

HANNAH P. KNAPP.

Price, $1 per bottle.

AN IMPORTANT LETTER.

From a prominent gentleman and resident of Cincinnati, O., for the past forty years well known to the newspaper publishers throughout the United States.

NEW YORK, Oct. 11, 1870.

DR. RADWAY—DEAR SIR: I am induced by a sense of duty to the suffering to make a brief statement of the working of your medicine on myself. For several years I had been affected with some trouble in the bladder and urinary organs which some twelve months ago culminated in a most terribly affecting disease, which the physicians all said was a prostatic stricture in the urethra, as also inflammation of the kidneys and bladder, and gave it as their opinion that my age—73 years—would prevent my ever getting radically cured. I had tried a number of physicians, and had taken a large quantity of medicine, both allopathic and homeopathic; but had got no relief. I had read of astonishing cures having been made by your remedies, and some four months ago read a notice in the Philadelphia *Saturday Evening Post* of a cure having been effected on a person who had long been suffering as I had been. I went right off and got some of each—your Sarsaparilla, Resolvent, Ready Relief, and Regulating Pills—and commenced taking them. In three days I was greatly relieved, and now feel as well as ever.

C. W. JAMES, Cincinnati, O.

DR. RADWAY'S

Regulating Pills

perfectly tasteless, elegantly coated with sweet gum, purge, regulate, purify, cleanse, and strengthen. Radway's Pills, for the cure of all disorders of the Stomach, Liver, Bowels, Kidneys, Bladder, Nervous Diseases, Headache, Constipation, Costiveness, Indigestion, Dyspepsia, Biliousness, Bilious Fever, Inflammation of the Bowels, Piles, and all Derangements of the Internal Viscera. Warranted to effect a positive cure. Purely Vegetable, containing no mercury, minerals, or deleterious drugs.

☞ Observe the following symptoms resulting from Disorders of the Digestive Organs:

Constipation, Inward Piles, Fullness of the Blood in the Head, Acidity of the Stomach, Nausea, Heartburn, Disgust of Food, Fullness of Weight in the Stomach, Sour Eructations, Sinking or Flutterings in the Pit of the Stomach, Swimming of the Head, Hurried and Difficult Breathing, Flutterings at the Heart, Choking or Suffocating Sensation when in a Lying Posture, Dimness of Vision, Dots or Webs before the Sight, Fever and Dull Pain in the Head, Deficiency of Perspiration, Yellowness of the Skin and Eyes, Pain in the Side, Chest, Limbs, and sudden Flushes of Heat, Burning in the Flesh.

A few doses of RADWAY'S PILLS will free the system from all the above-named disorders. Price 25 cents per box. Sold by druggists.

Read "False and True,"

Send one letter-stamp to RADWAY & CO., No. 32 Warren-st., New York. Information worth thousands will be sent you.