

The Semi-Weekly Louisianian.

"REPUBLICAN AT ALL TIMES, AND UNDER ALL CIRCUMSTANCES."

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PROSPECTUS OF The Louisianian.

In the endeavor to establish another Republican journal in New Orleans, the proprietors of the LOUISIANIAN, propose to fill a necessity which has been long and sometimes painfully felt to exist. In the transition state of our people, in their struggling efforts to attain that position in the Body Politic, which we conceive to be their due, it is regarded that much information, guidance, encouragement, and reproof have been lost, in consequence of the lack of a medium, through which these deficiencies might be supplied. We shall strive to make the LOUISIANIAN a desideratum in these respects.

POLICY.
As our motto indicates, the LOUISIANIAN shall be "Republican at all times and under all circumstances." We shall advocate the security and enjoyment of broad civil liberty, the absolute equality of all men before the law, and an impartial distribution of honor and patronage to all who merit them.

Desirous of allaying animosities, of obliterating the memory of the bitter past, of promoting harmony and union among all classes and between all interests, we shall advocate the removal of all political disabilities, foster kindness and forbearance, where malignity and resentment reigned, and seek for fairness and justice where wrong and oppression prevailed. Thus united in our aims and objects, we shall conserve our best interests, elevate our noble race, to an enviable position among the States, by the development of their limitless resources, and secure the full benefits of the mighty changes in the history and condition of the people and the Country.

Believing that there can be no true liberty without the supremacy of law, we shall urge a strict and undiscriminating administration of justice.

TAXATION.
We shall support the doctrine of an equitable division of taxation among all classes, a faithful collection of the revenues, economy in the expenditures, conformably with the exigencies of the State or Country and the discharge of every legitimate obligation.

EDUCATION.
We shall sustain the carrying out of the provisions of the act establishing a common school system, and urge as a paramount duty the education of our youth, as vitally connected with their own enlightenment, and the security and stability of a Republican Government.

FINAL.
By a generous, manly, independent, and judicious conduct, we shall strive to rescue our paper, from an ephemeral and temporary existence, and establish it upon a basis, that if we cannot "command," we shall at all events "deserve" success.

BARRETT, STEYMER & Co.,
STATIONERS,
PRINTERS AND LITHOGRAPHERS,
60 Camp Street,
NEW ORLEANS.

POETRY.

MIGNONETTE.

TO A. C. F.

BY H. H.

Tender dainty, modest thing,
Fitting phrase I cannot bring
Half to tell thy loveliness,
Half my loving to confess.
Vainly all my words I choose;
Thou art left unuttered yet,
Tender, dainty Mignonette!

I can say thou art more sweet
Than the fragrances which meet
When the clover and the rose
Their most secret stores disclose;
I can say thou art more fair
Than the buds which lilies bear:
Thou art left unuttered yet,
Tender, dainty Mignonette!

I can say that color sheds,
Even in show of blazing reds,
No such grace of sunny light
As in thy pale brown and white,
Mingled never twice the same,
In soft tint without a name:
Thou art left unuttered yet,
Tender, dainty Mignonette!

I can say the honey-bee,
Lingering, drain thy wine's last lees;
Little children to and fro,
Carrying thy blossoms, go;
Lovers give them; subtle, mute,
Fit for Love's sweet gift and suit:
Thou art left unuttered yet,
Tender, dainty Mignonette!

Now I add one more low word,
Trembling half, lest, being heard,
It should win a swift rebuke
From dear eyes, whose pleading look,
Bidding me no more reveal,
Would have power my lips to seal;
Leaving thee unuttered yet,
Tender, dainty Mignonette!

Dainty and beloved thing,
Here thy final praise I bring:
Thou art like in tender grace
One I know, of gentle face:
Thy soft fragrance makes the air
Sweet, as moments are which share
Sun, with her sweet silences—
Shade, with her half-shy caress.

Thy pale tints one language speak
With her brow, her eye, her cheek,
Triumph in such lowly guise,
Wondering in glad surprise,
Lavishing with bounteous hands,
Generous, past all bars and bands:
Ah! 'y are not uttered yet,
White twin souls of Mignonette!

Sweetest woman! Sweetest flower!
I crown both with sweetest dower
Can be framed in human speech
When I liken each to each.
Woman, sweeter than the flower,
Crowned with Love's immortal dower,
Which no love in speech can set,
Kiss me, precious Mignonette!

LAWS OF THE STATE OF LOUISIANA.

PUBLISHED BY AUTHORITY.

[No. 106.]

An Act

Relative to the New Orleans and Northeastern Railroad Company, to provide for the extension of the main line of their railroad to the city of New Orleans, for the building of one or more branches to the main line of said railroad, to regulate judicial proceedings in certain cases, and to facilitate and aid the construction and secure the maintenance of said railroad within the State of Louisiana.

(Continued from last number.)

Sec. 10. Be it further enacted, etc., That on such report being made by said commissioners, the court or judge shall appoint a time and place for such hearing of said company and all parties interested in said lands in regard to the conformation of said report, and shall by order direct the manner and form of the service or any notice of the same upon any person that, in the judgment of the said court or judge, should be notified; and on the day of such hearing, if no person shall appear to oppose the conformation of said report, the same shall be confirmed by said court or judge, an order shall be made reciting the proceedings of the appraisal, the confirmation of the same and a description of the real estate, and directing to whom the money or value of said real estate is to be paid, or in what manner the same shall be deposited by said company for the use and benefit of said owners; and if any person shall appear to oppose the conformation of said report, the said court or judge shall hear the parties for and

against such confirmation; and if said court or judge shall decide in favor of such confirmation, than the same proceedings shall be had in the premises as heretofore provided. In case no person appear to oppose said confirmation, and if said court or judge shall decide against such confirmation, an order shall be entered directing said commissioners, or other commissioners named in said order, to proceed to a re-appraisal of the said premises, the proceedings of which shall be afterwards conducted as in the first instance, except that the appraisal and report of the commissioners on the re-appraisal order shall be final, and shall be confirmed by said court or judge; and the order of said court or judge confirming any appraisal as aforesaid, shall be final and conclusive on all parts to said decree; provided, that any party shall have the right of appealing to the Supreme Court from any decree adverse to their interest or the interest of those they represent; that any appeal to the Supreme Court from the decree of the district court or judge, made by either party shall not suspend the execution of the judgment, but the payment of the amount of the decree by the company to the owner or owners interested therein, or a deposit thereof subject to the owner's order, shall entitle the company to the right, title and estate of the owner or owners in and to the land described in the petition, in the same manner as hereafter provided, and as if no appeal had been taken. But in the event of any change being made by the final decree in the decision of the cause, the company shall be bound to pay the addition of assessment, or be entitled to recover back the surplus paid or deposited as the case may be.

Sec. 11. Be it further enacted, etc., That the order of said court or judge confirming an appraisal of lands, as heretofore provided, or a certified copy of the same, shall be filed in the office of the clerk of the district court in which the real estate appraised shall be situated, and these shall remain a record; and such order, so entered and filed, shall vest in said company the lands described therein, be set forth, on the payment, or tender of payment, or deposit of the amount of the appraisal and damages by said company, as provided in said order, or a duly certified copy thereof, with proof of such payment and deposit as there-in provided, shall be considered as legal evidence of the title and estate of said company to the real estate acquired by appraisal by said company under and pursuant to this act, shall be deemed to be acquired for public use.

Sec. 12. Be it further enacted, etc., That in the absence of the district judge from the parish in which the said company seek to acquire title to property, the parish judge shall be competent to act in all matters of expropriation, and shall sign all orders, appoint commissioners, and render decrees, as set forth in this act provided, which acts of the parish judge shall have the same force and effect as if the district judge had acted in person.

Sec. 13. Be it further enacted, etc., That the New Orleans and Northeastern Railroad Company be and it is hereby authorized to make and issue from time to time, as hereinafter provided, its bonds, to be known as "second mortgage bonds, of the New Orleans and Northeastern Railroad Company, guaranteed by the State of Louisiana," and of such denominations as the company may elect, but to an amount not exceeding in the aggregate twelve thousand five hundred dollars for each and every mile in length of the main line of its railroad and branches in all within the State of Louisiana, which said company shall construct. Such bonds shall be numbered consecutively, and shall be made payable to the State of Louisiana, or bearer, at such time as the company may designate therein. Not exceeding eight per cent per annum, payable semi-annually, and coupons for such interest shall be annexed thereto. The principal of interest, or both, of said bonds may, at the option of the company, be made payable in lawful currency of the

United States, or in gold coin, or in English sterling; and if payable in sterling two thousand five hundred pounds sterling per mile shall, for the purposes of this act, be deemed within the limitation or twelve thousand five hundred dollars per mile, in this section of this act contained, and the place of payment of the principal and interest of said bonds, or any of them may be either at the city of New Orleans or New York, as the company may elect and designate in such bonds.

Sec. 14. Be it further enacted, etc., That the payment of the principal and interest of such bonds shall be secured by a mortgage, to be executed by said company to the Governor of the State of Louisiana as trustee for whoever shall from time to time be holders of said bonds, and also for the State of Louisiana, and for the said company, and Governor shall from time to time be Governor of said State, shall be the trustee under said mortgage, and be vested with the rights and powers conferred upon such trustee, and charged with the duties hereinafter imposed upon him. The said mortgage shall be a lien upon the whole of said main line of railroad of said company within the State of Louisiana, and upon all the right of way, road bed, rails, depots, stations, shops, buildings, machinery, tools, engines, cars and real and personal estate within the State of Louisiana, appurtenant to or necessary for the operation of said main line of railroad owned by the company at the date of said mortgage, or which may be acquired by it thereafter, and also upon the corporate franchises and privileges of said company granted by the State of Louisiana relative to the construction, operation and use of said main line of railroad within the State of Louisiana, but the lien of such mortgage shall be subject and subordinate to a prior lien to the extent next hereinafter specified, in favor of a first mortgage, to be made by said company to secure bonds to be known as "first mortgage bonds of the New Orleans and Northeastern Railroad Company;" such first mortgage bonds and the mortgage securing the same shall be a prior lien only to the extent of twelve thousand five hundred dollars per mile, payable in the gold coin of the United States, and interest which may accrue thereon at a rate not exceeding eight per cent per annum, payable semi-annually, upon each and every mile of the aforesaid main line of railroad within the State of Louisiana, including the right of way, road beds, rails, depots, stations, buildings, machinery, tools, engines, cars and real and personal estate within the State of Louisiana, appurtenant to or necessary for the operation of said main line of railroad owned by the company at the date of said mortgage, or which may be acquired by it thereafter, and of the corporate franchises and privileges of said company granted to it by the State of Louisiana relative to the construction, operation and use of said main line of railroad within the State of Louisiana; the principal of such mortgage bonds not to be payable in less than twenty years from their date, unless in case of default of payment of interest thereon, that the first mortgage bonds issued by said company on that part of its railroad from Lewisburg to Pearl river, a distance of forty-eight miles for the sum of six hundred thousand dollars, or twelve thousand five hundred dollars per mile, executed before Robt. J. Ker, notary public in the city of New Orleans, on the first day of October, 1870, are hereby recognized as a portion of said first mortgage, authorized to be issued on the whole line of the company's roads within the State of Louisiana, and in case of a sale of said railroad or any part thereof, for the satisfaction of said first and second mortgage bonds or either of them, the proceeds of the rolling stock and personal property which may be sold shall be deemed to appertain to that portion of said main line of railroad within the State of Louisiana which shall have been constructed and operated, and shall be apportioned equally upon each mile thereof, and shall be deemed

proceeds of the completed portion of said road, and the lien of said first mortgage shall be governed by the further provisions hereinafter contained.

Sec. 15. Be it further enacted, etc., That the said mortgage to the Governor of the State of Louisiana shall describe the second mortgage bonds thereby secured, and shall also provide for the payment by the company to the trustee, of a sinking fund for the gradual redemption of the principal of the said bonds.

The payment of the said sinking fund for the gradual redemption as aforesaid shall commence in five years from the date of said mortgage, and shall be made annually thereafter, and each payment shall not be less than one-half of one per cent of the total amount of the principal of the bonds which shall, up to the time of such payment, has been guaranteed by the State of Louisiana, as hereinafter provided, whether outstanding or surrendered to the trustees for the purposes of the sinking fund, as hereinafter provided. The money so paid to the said trustee shall be forthwith paid by him, as soon as received, into the treasury of the State, and shall be paid out only on the warrant of said trustee for second mortgage bonds of said company surrendered to him; and all bonds thus surrendered and paid for shall be forthwith stamped by the trustee "surrendered to the sinking fund and not negotiable," in some effectual manner, so that they can not be again issued, and shall be immediately thereafter deposited in the treasury of the State, and the number and amount of each and every bond so surrendered to the sinking fund, shall be entered by the trustee, and by the Treasurer of the State of Louisiana, in books to be kept by them for that purpose, which books shall, at all times, be open to the inspection of the officers of the company. But the interest on such surrendered bonds shall be payable as it accrues to the said trustee, according to the tenor of the coupons, and become a part of the sinking fund, and shall be deemed secured by said mortgage in like manner as if said surrendered bonds were still outstanding and such payment of interest on the surrendered bonds shall continue until the sinking fund shall amount to a sufficient sum to pay all the second mortgage bonds outstanding. The trustee shall not apply said sinking fund, or any part thereof, to the purchase of said bonds at any greater price than par and accrued interest. The mortgage securing said bonds shall contain suitable provisions for advertising for sealed proposals to the trustee to surrender bonds for the purposes of the sinking fund, and the trustee shall give the preference to the proposals most favorable to the company; provided, they do not exceed par and accrued interest. If, on any occasion, sealed proposals are not received by the trustee within the time limited by the advertisement for the requisite number of bonds within the aforesaid limit of price, to absorb the whole amount of sinking fund on hand, the trustee shall, within three days thereafter, by a certificate of writing, specify the amount of bonds so deficient, and appoint three commissioners to draw by lot the requisite amount of bonds to supply the deficiency. The said commissioners shall forthwith, after their appointment draw by lot from the numbers of all the second mortgage bonds then outstanding numbers of bonds to [an] amount sufficient to supply such deficiency, and shall make and sign a report specifying the numbers so drawn by them, and shall attach to their report an affidavit sworn to by each of them before some officer of the State of Louisiana, authorized to administer oaths, stating that such drawing was in all respects impartially and fairly conducted, and that said report is true. The said certificate of the trustee and report of the commissioners shall be filed in the office of the Secretary of State of the State of Louisiana, thereupon the holders of the bonds bearing the numbers so drawn by the commissioners and specified in their report, shall be bound to surrender

the same to said trustee on receiving from him his warrant on the State Treasurer for the amount of the principal of said bonds, with the interest accrued thereon up to the time of the expiration of the notice mentioned in the following section of this act, or such earlier time as such warrant may be delivered.

Sec. 16. Be it further enacted, etc., That immediately after the filing of said report of said commissioners, the company shall cause a notice to be published, specifying the number of the bonds so drawn, and requiring the holders thereof to surrender the same to said trustee, on or before a specified day, which shall not be less than thirty days after the publication of said notice. Such notice shall be published in a daily newspaper in the city of New Orleans, and in at least two daily newspapers in the city of New York, for four consecutive weeks, at least three times in each week, and upon the expiration of the time limited in said notice, the interest on the bonds, the numbers of which are specified in such notice, shall cease, and no interest shall accrue thereon after that time, or be payable, except to the sinking fund, as thereinbefore provided; provided, however, that if any of the bonds so drawn shall be payable in the city of New Orleans, further publication of said notice shall be made for at least four successive weeks, at least three times in each week, in two newspapers published in the city of London, and the date specified for the delivery of such last mentioned bonds shall be at least forty-five days from the time of the first publication of the last mentioned notice, and the interest of the last mentioned bonds shall cease to accrue (except to the sinking fund, as hereinbefore provided) on the expiration of the last mentioned notice. The payment for bonds surrendered to the sinking fund, or drawn from the sinking fund shall be made in currency, coin or sterling, or their equivalent, respectively, according to the tenor of the bonds drawn or surrendered; and the annual payments to be made by the company to the trustee for the purpose of the sinking fund shall in like manner be made in currency, coin or sterling, or their equivalent, as the principal of said bonds shall be payable. In all cases where any payment is required by this act, or agreed by the company to be made in sterling, if such payment is reduced to currency, the premium in gold in the city of New York, and the rate of exchange on London ruling at the time when such payment is due shall be included, and whenever any payment so required or agreed to be made in coin is made in currency, the premium on gold ruling in the city of New York, at the time the payment is due shall be added, and in case of any decree or recovery in any court of this State upon said mortgage bonds, or any of them, or upon said mortgage, the amount due upon such of said bonds as may be payable in coin or sterling shall be ascertained by reducing coin and sterling, respectively, into currency according to the foreign-rules. Whenever the term "currency" is used in this act, it will be deemed to mean obligations of the United States of America, which are or shall be by the laws of the United States made a legal tender in payment of debts.

Sec. 17. Be it further enacted, etc., That the said mortgage to the Governor of the State of Louisiana shall contain a further provision, that in case default should be made in the payment of the interest of said bonds, or any of them, or of the said sinking fund, or any part thereof, and the same shall remain in arrears for sixty days after becoming due and being demanded of the said company, the principal of all the bonds secured by said second mortgage and then outstanding shall, upon the expiration of said sixty days, become due and payable; and said mortgage shall contain suitable provisions for the sale of said railroad and appurtenances by the trustees, in case of default in the conditions of said mortgage.

Sec. 18. Be it further enacted, etc., That the said mortgage shall, after its execution by the company,

RATES OF ADVERTISING.

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One	\$4	\$7	\$9	\$12	\$20
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Three	9	15	20	25	50
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Five	15	25	35	50	100
Six	20	35	50	70	140
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