NEW ORLEANS DAILY BEE

DUFOUR & LIMET, PUBLISHERS

No. 73 Chartres street.

TERMS OF THE BEE.

Terms of Subscription—Daily, per annum, in advance, $10; six months, $5; quarterly, $3.

Price of the paper—Single copies, 10 cents.

The Semi-Weekly is published every Tuesday and Saturday. Subscription, $5 per annum, invariably in advance.

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A reduction will be allowed on these rates to be charged a new, each insertion.

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All advertisements not marked for any number of insertions will be published six times.

All bills with regular advertisers shall be rendered monthly.

Semi-Weekly Edition.

TERMS—PER YEAR ..... $5.

NEW ORLEANS:

SATURDAY MORNING, FEB. 18, 1871.

Amusements This Evening.

OPERA HOUSE—At noon, "The Barber of Seville." At night "Jerusalem"

ST. CHARLES THEATRE—At noon, "Fire Fly." At night, "Ticket of Leave Man."

ACADEMY OF MUSIC—At night and evening, Gaiss' Comic Opera Company.

CRESCENT CITY MUSEUM—Nos. 46 and 47 St. Charles street.

A RIGHTEOUS DECISION.

His Honor Judge W. B. Woods, of the Circuit Court of the United States, has won golden opinions for his courtesy to the Bar, and for the patience, industry, impartiality and ability which he has displayed in the determination of the many difficult and important causes brought before him, in the different portions of his large Circuit. We have yet to hear of a single complaint against Judge Woods. In recording, as we now do, the satisfaction of the community at the remarkable change which has been effected in respect to the administration of justice in the United States Courts, since Judges Bradley and Woods took their seats upon the bench, we cannot but think that this very expression of satisfaction which has found vent among the members of the Bar at the present term of court and the term immediately preceding, is an evidence that there was too much ground for that want of confidence in the administration of justice by which the Bar was oppressed. Why should it be spoken of as something to be grateful for, that a Judge does his duty? The courtesy and patience of a Judge are qualities to be admired; his learning and ability may also be recognized as possessions of a character not very common now-a-days. These qualities and gifts are rarely found united in one man, and it would be unreasonable in the public to expect always to find them. But there is one virtue the public are entitled to expect in their Judges. Without integrity, courtesy, patience, learning and ability are perfectly worthless. They only make the Judge in whom they are united more dangerous to society, because they give him greater power to work evil. Integrity in a Judge is indispensable. All his other virtues are but as "sounding brass and a tinkling cymbal" in the absence of official purity.

We have been moved to make these remarks by an admirable judgment just rendered by Judge Woods. It was in one of those numerous cases which have, since the war, grown out of unlawful seizures of cotton by Treasury agents of the United States. We allude to the case of the steamboat Saratoga vs. 498 bales of cotton, transported from Shreveport to New Orleans in 1866, on which the steamboat claimed $1065 as freight money and $26,052 97 as charges paid to the shipper. Of these $38 bales, one W. H. Gill claimed and proved 380 bales to be his property. He alleged that they were forcibly and illegally and without his consent taken from his plantation in Red River county, Texas, and shipped on the Saratoga by a Treasury agent named Turnbull.

Says Judge Woods in his opinion:

I think that the proof clearly established these facts: that the 380 bales of cotton claimed by Gill were his property; that they were taken forcibly and against his consent, and transported to Shreveport. There is an utter failure to show that said cotton was, or ever had been, in any manner or form, the property of the Confederate States.

It is difficult to see how one man can enter upon the premises of another and carry off his property against his will by force, and subject it to charges for cartage or storage, which the owner is compelled to pay.

But it is claimed for libellants that this property was seized by Turnbull, as Treasury agent, under authority of section 1 of the act of March 12, 1863, and conveyed to Shreveport, and thence to New Orleans, by virtue of the 2d section of said act. The 1st section provides that the special agents of the Treasury Department shall receive and collect all abandoned or captured property in any State or Territory, or any portion thereof, designated as in insurrection.

Section 2 provides that the property so received and collected shall be forwarded to such place within the loyal States as the public interest may require.

Now, to authorize the seizure or transportation of this property by the agent of the Treasury, it must have been either abandoned or captured. It was not abandoned, for it was on the premises of the owner, and was then present either with his agent or in person, claiming the property and protesting against its seizure or removal.

It was not captured unless taken *flagrante bello* or surrendered as the property of the Confederate States at the close of the war. There is no proof that it was ever captured or surrendered.

So we find that, after the close of the war, after hostilities had, for some time, ceased, this property of the private citizen was taken forcibly from his possession, against his will, by a person having no claim, or color of claim, to it, and who, to state his character in the mildest words the transaction will admit, was a naked trespasser. Such a trespasser could no more subject property to charges which the owner would be under obligation to pay, than if he had stolen it. The charges which the owner, when following up his property, can be required to pay, are such, and such only, as he has agreed to pay.

I am unable to find any competent proof in this record to establish the promise of the claimant to pay either charges or freight. Gill, in his deposition, denies that he made any promises to pay the freight. In his answer, he says he did not wish to ship his cotton on the Saratoga, but, finding that he could not prevent the shipping thereof in said steamer, he consented that said libellants should take the same, provided they could not pay the charges claimed thereon. He consented to this, on condition. That condition, if it was fulfilled, as I assume it is true, was broken. They say they did pay these charges; they are now suing for their recovery. How, then, can Gill be held to his implied promise to pay freight, when the terms on which the promise was to be binding have not been complied with.

It is claimed that there is proof to show that Gill agreed to pay the warehouse charges of Griffin & Co., at Shreveport, amounting to $3000. The only proof upon this point is found in the testimony of R. A. Phelps, who professes to give the contents of a letter from Gill to Capt. Dowty, from which the promise may be implied. The letter is not produced, nor is any foundation laid for securing evidence of its contents. The testimony was objected to. It is clearly incompetent, and the objection is sustained. This leaves the libellants without any proof whatever on the point of Gill to pay any of these charges or freight.

Without such promise, there is no reason in law or equity why Gill should be required to pay any expenses incurred in transporting his cotton to New Orleans. It turns out that the wrong-doers carried his property to a place where Gill could sell it to advantage; that they sold it for that purpose. But suppose they had conveyed this cotton to some point where cotton was of no value; where there was no market; with what face could they ask him, on the recovery of his property, to pay the expenses incurred by them in running away with it? Their right, to do so would be just as clear in that case as this.

I am satisfied from an inspection of this record that the cotton of claimant was not mixed in good faith by the Treasury agents. It was an attempt, but too common in these times, to take the property of the citizen, under the pretext of seizing it as Government property, in order that it might be bought at a price below its real value. The persons engaged in this speculation have failed. They cannot charge the expenses of their unlawful acts upon the owner of the property, nor can any one who pays such expenses, with or without notice of their unjust and unlawful character, be allowed to recover them of the owner of the property.

This libel must be dismissed at the costs of libellants.

THE CALCASIEU SULPHUR MINE.—We have been favored with a copy of the following dispatch just received from the sulphur mines of Calcasieu:

LAKE CHARLES, Feb. 16, 1871.

TO ABE. ROSENTAL, 18 Carondelet street:

Well five hundred and six feet, working always through the sulphur. All right. We intend to leave next week for New Orleans. JAMES MUIR.

TRUTH.—The powers of Mrs. Whitcomb's Syrup for children are as positive as the sunlight from heaven, and gentle and soothing as an infant's whisper.

A lady residing in a German city, which is heavily taxed for both men and money by the war, writes to her friends that the cost of living is so much increased in consequence, that she has to pay sixty-five cents for a pair of white kid gloves with two buttons, that a new silk bonnet costs nearly a dollar in gold, a cab for two in the opera and back thirty-seven cents, and washing is charged for at the extravagant rate of twelve cents a dozen pieces.

The New Orleans Bee.

OFFICE 73 CHARTRES STREET. NEW ORLEANS, SATURDAY MORNING, FEBRUARY 18, 1871. 1 YEAR—Vol. XLIV.—Whole—15,297

LOUISIANA LEGISLATURE.

THIRTY-NINTH DAY.

FRIDAY, February 17, 1871.

SENATE.

The Senate came to order and proceeded to business at 12 M. Lieut.-Gov. Dunn in the chair.

PETITIONS AND MEMORIALS.

By Mr. Knies—Relative to grant of land from United States Government to the New Orleans and Shreveport Railroad. Referred to Committee on Railroads.

REPORT OF COMMITTEES.

By Mr. Ray—Judiciary—Favorably authorising the Chatsanooga Railroad to change its name.

By Mr. Lynch—Finance—Relative to the liabilities and warrants of the Metropolitan Police, making them receivable for taxes. Referred to delegation from Metropolitan Police District.

By Mr. Thompson—Printing—Favorably, with amendments to the amendments to the printing bill.

By Mr. Sypher—Drainage—Unfavorably to a bill for the improvement of Bayou Winney and granting State aid therefor.

A report from the State Board on Claims relative to complaints of school teachers. Referred to Committee on Education.

By Mr. Campbell—By consent, introduced a bill to provide for the preservation of records of the late First Judicial Courts of Louisiana, Parish of Orleans. Referred to Judiciary Committee.

By Mr. Ingraham—By consent—For the relief of Benevolent Society No. 2 of the Third District. Referred to Committee on Charitable Institutions.

By Mr. Hunsacker—For the relief of J. K. Belden et al. Referred to Committee on Claims.

NOTICES OF BILLS.

By Mr. Anderson—For the relief of W. F. Story & Co. Also, to establish a ferry on Bayou Carron.

By Mr. Hunsacker—To establish the office of Inspector of Distilled Spirits.

ACCORDING TO NOTICE.

By Mr. Antoine—To incorporate the Morning Star Benevolent Association of Shreveport. Passed finally.

Mr. Lewis, from the Committee on Corporations, reported favorably upon the Crescent City Water Works bill, also favorably upon a bill incorporating Fire No. No. 1 of Alexandria.

By Mr. Todd—To amend an act relative to the purchase and distribution of certain bonds; approved March 9th, 1865. Referred to Committee on Library.

RESOLUTIONS.

By Mr. Ray—Joint resolution to purchase files of the *Louisiana Courier*. Referred to Committee on Library.

By Mr. Hunsacker—To request our representatives in Congress to urge the repeal of the iron-clad oath. Lies over.

By Mr. O'Hara—Providing for the calling of the roll alphabetically at the evening session, for the purpose of calling up bills. Lies over.

Mr. Blackman called up a bill to amend the Printing bill, for the purpose of fixing it for 2 o'clock. The bill was fixed for 2 o'clock, after debate.

Senate bill increasing the salaries of the Judges of Fifth Supreme Court was taken up, and passed finally without debate.

Senate bill to incorporate the North Louisiana Railroad Company. The bill was passed, after considerable debate, on points of order.

The order of the day, a bill to define the duties and fix the compensation of the State printer.

The bill was still pending consideration, when the Senate adjourned until evening.

HOUSE.

House of Representatives.

The House was called to order at 12 M., Speaker Carter in the chair.

Mr. Davidson asked to have a letter from the expert of the committee appointed to examine the accounts of the late Constable on Contingent Expenses and the Warrant Clerk, put upon the record as an appendix to the report. Mr. Carr objected, but after discussion, objection prevailed. Mr. Davidson then observed that if he could not obtain publicity for the letter through the journal of the House, he would seek to have it published in the newspapers, and he furnished a copy to reporters. It is as follows, being addressed to Capt. J. Pinckney Smith, Warrant Clerk, and dated the 9th inst.:

Dear Sir—At 4 o'clock this p. m. the Sergeant-at-Arms of the House of Representatives came to the Investigating Committee rooms and seized and took possession of the entire contents, taking away his own books and papers for the which I had not receipted, but which had been taken by Hon. James R. Ware, chairman of the Investigating Committee, in the absence of the Sergeant-at-Arms I remain in possession of your accounts, books and papers for the which I am compelled to you, and I have sealed the same. This is to notify you that I am ready to return the same to you, taking your receipt. I would further state here, as I informed yourself and others, this morning, that I am prepared to make a complete report for 1871, all statements to the contrary notwithstanding, and still further, I will state that so far as your books, vouchers and receipts are concerned, the comparison has been found correct by me.

In your duties as Warrant Clerk you have no discretion beyond the warrant drawn upon you by the proper officers of the General Assembly, and for each receipt you tendered, I have found such a corresponding warrant or voucher.

Your transactions, as evidenced by your books and papers for 1870 and 1871, I find to be in accordance with the acts of 1869, 1870 and 1871.

Respectfully yours,

J. M. MORTIMER.

Expert employed under resolution of the House of Representatives, February 1, 1871, to investigate the accounts, books and papers of the Warrant Clerk, and the Committee on Contingent Expenses.

The Senate bill to pay the Attorney General's salary, the sum of $46,000, for his services in all proceedings taken to vindicate the constitutionality of the 2 per cent. tax, came up. Mr. Lynch moved an indefinite postponement of the bill, but the motion failed and the bill passed, 66 yeas, 28 nays.

Mr. Young called up the bill to terminate the Charter of the Ship Island Canal Company and providing for its liquidation. Laid on the table. Charge of Committee of the Whole. It provides for an issue of $600,000 of State bonds to settle with the contractors, the exact amount was understood at the Reporters' table. The bill not having been printed, an opportunity for examination was desired to examine it.

A bill was called up donating to the Louisiana Land Improvement Company whatever swamp or overflowed lands they may desire to possess, on condition that they shall reclaim such lands; that the company shall have the right to compel private owners of such lands to pay one-fourth the value of whatever improvements may be made; that the lands granted to the company shall be exempt from taxation for five years, if they shall not have been transferred to other parties, and at the end of twenty-five years from the date each separate grant is made, the company shall pay $1 25 per acre to the State for the same. The bill passed—yeas 90, nays 2.

So much business was disposed of in the most summary manner, the object of which, in the disorderly state of the House, and the consequent confusion of proceeding it was impossible to know nothing at the Reporters' table