The New Orleans Bee.

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NEW ORLEANS DAILY BEE

DEPUIS & LIMET, PUBLISHERS.

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TERMS OF THE BEE.

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Advertisements inserted at intervals to be charged each time, each insertion.

Fifth, or Editorial Page, monthly advertisements, each square, $25 per month.

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Weekly Edition.

TERMS—PER YEAR.....$5.

NEW ORLEANS:

WEDNESDAY MORNING, AUGUST 23, 1871

THE NORTH LOUISIANA AND TEXAS RAILROAD.

There was to be a conference, the past week, between the directors of the Texas Pacific road and the agents of the North Louisiana and Texas road, away off in Virginia. With a view of the sale of the latter or consolidation of the two. We have not heard of what has been the result—probably nothing.

There has been no end, however, to the negotiations that have been had to effect either a sale or a lease of the road, or a contract to build it. We have heard, personally, for we don't know how long, that something was just about to be arranged that would electrify this whole section of the country. At one time it was to be a sale of the road to some rich eastern capitalists; at another, a contract was all drawn up—nothing to be done but sign it—with the Stantons or some other lightning express railroad builders, to build, and perhaps, equip, the road in 18 months, or two years, from this city to Shreveport.

The dalliance of the owners of the North Louisiana and Texas road with public necessities appears to us as having lasted as long as it is justifiable. It becomes the company, if its members are not wholly indifferent to the unanimous feeling of their fellow citizens, to go to work and make some change that will insure the speedy completion of the road.

From a late editorial article in the Ouachita *Telegraph* we make the above extracts.

Our cotemporary seems to be at a loss to account for the failure of the North Louisiana and Texas Railroad Company to make arrangements providing for the completion of the road. It appears that they have been negotiating with Northern railroad men with the object of leasing or selling the road, and that the negotiations have failed. The reason is obvious. The property is in hands without capital—its in making their investments, are very reluctant to touch anything which may involve them in a law suit. To buy or lease this road in present circumstances would be simply buying a law suit. The *Telegraph* certainly knows that a chancery suit was instituted in 1867 in the Circuit Court of the United States for Louisiana by the bondholders of the Vicksburg, Shreveport and Texas Railroad Company against the present possessors of the road and that this suit is still pending and unadjudicated although it has been tried and submitted for decision to the judges of that court. This suit involves the validity of the possession and title which the North Louisiana and Texas Railroad Company claim to hold as their own. It is expected that Judge Woods will render a decision in this case at the opening of the fall term of the court in November next, and we presume that no matter whether the judgment of the court be for the plaintiffs or for the defendants, the case will be taken to the Supreme Court of the United States for final adjudication. In that event it may be two years before it can be reached by the latter court.

Our opinion is that nothing satisfactory to the people of North Louisiana will ever be done with this railroad until the debts of the original company are paid and the stockholders of the original company are invested with their title. The present stockholders of the road cannot give a title which is worth anything, and therefore cannot sell it. It is not likely that a bond upon their title exists, for it is never thoroughly valid or thoroughly paid. We incline to think that the courts of the United States will decide that the proceedings taken by Mr. Gordon in 1868, in the State Court at Monroe, under which the property was sold to the sheriff, were radically wrong, and if so will set aside the sale as utterly null and void, not voidable, but void, for violation of one of the most familiar principles of county jurisprudence.

Our advice to any individuals or companies who contemplate purchasing or leasing the railroad is to let it alone. There will be no money to it until the road is completed to Shreveport. We believe that the mortgage on the road given by the original company in 1857 is yet a valid and subsisting mortgage and will be set up by the United States Court. If so, the title is vested in the old company and the road must be sold to pay the bondholders the amount of their claims—upwards of a million, of dollars, and anything be left it must go to the original stockholders. A settlement with the bondholders would not establish the title of the North Louisiana and Texas Railroad Company because the original stockholders, U. S. and T. R. R. Co. are parties to the litigation we allude to and are now before the court as parties interested in the property and having liabilities upon it to be discharged. They must therefore do something to say in the matter as well as the bondholders. They can insist upon a settlement of the court, and that involves a sale of the road which will probably realize more than enough to pay the bondholders. The surplus will belong to the stockholders of the company which connected the road in the first instance—U. S. and T. R. R. Co.

In our cotemporary's—the *Telegraph*'s—idea how much money the members of the North Louisiana and Texas Railroad company have raised under their act of incorporation and subsequent authorizations of the Legislature? Can it tell us how many bonds of the State of Louisiana have been delivered to those parties and sold by them? We should also like to know, on behalf of our readers who are stockholders, in the original company, how much money has been raised on the mortgage authorized by the Legislature—see a discussion of these transactions might furnish the explanation required by the *Telegraph* and might explain why this important public work is not able to render that service and afford that convenience to the public which was intended by the Legislature which authorized the construction of the road, and granted to it State aid.

CHANGE OF SCHEDULE FOR WATERING PLACES.—Steamer Laura will leave Lake road as follows:

Monday—9 A. M. train, to Ocean Springs and stoppages except Ocean Springs.

Tuesday—12 M. train, to Pascagoula and stoppages except Ocean Springs.

Thursday—9 A. M. train, to Biloxi and all intermediate places.

Friday—9 A. M. train, to Biloxi and all intermediate places.

Saturday—12 M. train, to Pascagoula and all intermediate places.

Returning, leave Pascagoula Sunday at 9 o'clock a. m., Ocean Springs, Monday and Monday evening, Biloxi, Tuesday and Friday evening.

Mobile boats stop at Bay St. Louis every Saturdays, leaving on the arrival of the N. O. train, and returning on Sundays from Mobile stop at Bay St. Louis.

CASSIER'S SULPHUR MINES.—A cable despatch has been received here by the secretary from the agent of the company in Paris, stating that the machinery and castings for the company's works will be shipped from Calais the last of this month, and that the Chief Engineer, Mr. Bonnet, left on the steamer Lafayette, on 19th inst., for New York, on his return to the mines in Calcasieu parish.

ANECDOTE OF DR. WARREN STONE.—A correspondent tells this anecdote of our most much respected surgeon:

I am reminded of an anecdote told me by Dr. Stone, of New Orleans. During the yellow fever epidemic he made a friend a visit in consultation practice, who lived in mortal fear of the disease. One morning he came in with beaming countenance, and told the doctor, with great glee, that he had found a little three vials of medicine, containing various colored drugs, which, if he should ever be threatened with the disease, he was to take the white, if he felt the yellow, and the black if he felt the black, and it never fail. It has the testimonial of what have you to say to it? Nothing, said the doctor, save that we had a medicine that never failed. He would commence with that. It had never struck him in that light, and put the window went the bottles. Would it not be cheaper, in the long run, to commence with the red in the law?

Payments for State Printing to the Monroe Intelligencer.

The Monroe *Intelligencer* of a late date, contains the following paragraph, to which we willingly give circulation:

The New Orleans *Bee* of the 4th inst., in an editorial, states that the *Intelligencer*, Mr. John Ray's organ, received at least fifty or seventy-five thousand dollars for printing the Codes and Revised Statutes.

The above statement is erroneous in its two most important particulars, in the first place. This *Intelligencer* is not the organ of any other person than its proprietors whose shares are at the head of our column; and, secondly, the amount received by us, Morey & Emmerson, for printing the Code and Statutes did not exceed the sum of nine thousand dollars—in warrants worth fifty-five cents on the dollar—as will be seen by the general appropriation bill of the year 1870.

Will the *Bee* make this correction.

The statement made by us as to the cost of printing the Codes was made from memory, but what we actually said was this:

"We suppose some fifty or seventy-five thousand dollars was paid to Mr. John Ray for the printing of these books."

The *Intelligencer* is entitled to the correction which it asks for. We find from the report of the Auditor of the State, that the proprietors of the *Intelligencer* received in 1870 only $8256 for printing the Revised Statutes, Civil Code and Code of Practice, and that Mr. John Ray received $78,256 for his services in revising these Codes and superintending the printing of them. We inferred a partnership between Mr. Ray and the proprietors of the *Intelligencer* from the fact of his having given the contract to them when they had not the material to enable them properly to do the work. We think the inference was a reasonable one under the circumstances that Mr. Ray had the control of the printing and an interest in the contract, direct or indirect.

CITY INTELLIGENCE.

Samuel Butler, an Englishman, committed suicide yesterday morning, by shooting himself in the head with a pistol, at No. 266 Bourbon street, the residence of Mr. Faust, in whose employment he was. He is reported to have been insane; affected with a monomania that because he had deserted his wife in England the Confederate army and enlisted in the Federal army he was pursued everywhere by persons wanting to take his life for those acts.

G. Nidet, occupying premises near the corner of Gasquet and Broad streets, and Edward Garcia, No. 56 Bernard street, segar manufacturers, have been arrested and their stocks seized for alleged violation of the internal revenue laws. The specific charge is removing the segars from several factories without having the packages stamped.

Alfred Williams, a colored boy sixteen years of age, employed as a driver at Stafford's Meat Market, was stabbed in the breast last night, in front of the market, at the corner of St. Peter and Old Levee streets, it is said, by another boy named Louis Gass, who has not been arrested. Williams, who is in the Charity Hospital, was in a critical condition.

Delord arrest from Rampart to Claiborne street.

Rampart street from Julia to Dolhonde street.

Adjourned.

Sudden Death.—There has been quite a number of sudden deaths lately, attributable perhaps to the extraordinarily heat of the atmosphere, the thermometer having long ranged at high temperature. Max Gall, a native of Poland, residing at No. 11 Annette street, was found dead in bed, on Monday morning. Heart disease. Coroner's jury.

Charles Lauer, German, aged 45, died yesterday morning, suddenly. Coroner named consignation of brain. John Riley, taken to the Charity Hospital, on Monday night, from the corner of Julia and Tchoupitoulas streets, died yesterday morning. The effects of drastic poison, according to a Coroner's jury. An unknown man, who had a small book in which was inscribed "Heinrich Mathes," in his pocket, brought to the Charity Hospital, from the Levee, on Monday afternoon, died in an hour after of a disease of the mitral valves, the Doctors opined. James Marks, an Irishman, 39 years old, residing at No. 230 Peters street, found a corpse in his bed at 5 o'clock yesterday morning, is reported to have been carried off by congestion of the lungs. A congestive chill is said to have been the matter with Joseph Miller, who was carried to the Charity Hospital from the steamer Bart Able, on Monday morning, and died there on Monday afternoon.

The Dying Declaration of Arthur Guerin.—Annexed is the dying declaration of Arthur Guerin:

NEW ORLEANS, LA., Aug. 21, 1871. 11:30 P. M.

I, Arthur Guerin, lying on my death bed, on Love street, between Gilood and Montegut streets, being aware of my approaching death, and having received the last sacraments of the Church, do make this my dying declaration:

I was shot by one man named Houston, employed in the First District Court. He shot me for nothing at all, and I did not have a word with him.

I did not know how many shots he fired at me, but he shot me twice; he shot me when I was on the floor. The first shot I received in the arm; it paralyzed me and knocked me down; the second shot he fired at me when I was down; I don't recollect what Houston said to me when I was down.

When down he shot me in the back and marched on me close. I heard Dauney say, "for God's sake don't shoot him;" that was said when I was down, and before Houston shot me in the back. I never had a previous quarrel or word with him to my knowledge. On no occasion have I ever drawn a pistol on him or pointed it at his head.

I feel too weak to sign my name. I prefer to make a cross.

his
ARTHUR X GUERIN.
mark.

This done and written before me, the Recorder of the Third District for the city of New Orleans, in the year, month and date named.

E. V. LECLERC,
Recorder Third District.

Witnesses—J. B. Jourdain, W. Fillerig.

Fire.—Since the last issue of the *Bee* there have been several fires, viz: The dairy of Joseph Brady, at the corner of Joseph and Chestnut streets, Greenville, slightly damaged yesterday morning. A dairy at the corner of Valence and Apollo streets, the damage not known, insured to the amount of $150. Incendiarism at both places is suspected. At half-past one yesterday morning, a frame store at the corner of Rampart and Esplanade streets, occupied by Mrs. Garsana, and owned by the Nuns of the Ursulines Convent, took fire and, together with the Boarding School, adjoining, also the property of the Nuns, was destroyed. Madam Garsana was badly burned while endeavoring to save her effects.

City Council.—At the meeting yesterday a full board was present, except Mr. Bonzano.

The City Park Commissioners informed the Board that they had appointed Joseph B. Perkins, keeper of the City Park.

Mr. Shaw introduced an ordinance providing for the appointment of a keeper of the city archives, at the rate of $100 per month. Adopted.

The ordinance in regard to the Morgan ferry landing, was again submitted by Mr. Remick, with amendments. As amended the ordinances provided that Mr. Morgan should have fifty feet of ground on the upper line of Antigny, 25 feet on the lower line of Barracks street, and the lower line of Opelousas railroad ferry, with the right to connect with the Pontchartrain railroad, to run cars thereon. That he should also retain for ten years the present landing at Jackson Square, with the right to build a waiting house thereon, and that the city should have the right to cancel the privilege of the lower ferry landing, at any time, upon six months notice being given to the grantee. The ordinance was adopted as proposed, except that the privilege of building a warehouse, at Jackson Square, was not granted.

The nominations of Recorder McArthur of persons to fill vacant clerkships in his office, were referred to the Committee of the Whole.

The same disposition was made of a nomination by Administrator Lewis of Thomas Houlihan, for acting keeper of the First District, vice J. Decker, deceased.

All the petitions received were read by title and referred.

The Mayor was authorized to appoint delegates to the Commercial Convention, which is to meet at Baltimore on the 25th instant.

The ordinance to extend the Water Works of the city came up. In connection with the subject, the Mayor presented a communication from the Administrator of the Water Works, and a bid from some party or parties, offering $25,000 more than had previously been offered for the lease.

Mr. Shaw urged a postponement of the subject, because the Administrator of Assessments was not present.

Mr. Walton argued in favor of immediate action, because he wanted to be rid of the annoyance of approaches, very disagreeable and offensive, from persons outside, in relation to this matter.

Mr. Remick said he had not been "approached" either by companies or individuals but he thought so important a matter should be maturely considered. Therefore he was in favor of a postponement. He did not like to have it held over him that because he was in favor of a measure, he was "one of the thieves of this Council." He protested against any such duress.

The Mayor may have been approached and the Administrator of Finance may have been approached, but I have not. This ordinance involved an issue of $2,500,000 of city bonds and that was no light matter.

Mr. Walton said he had been approached through some of his friends and with a carte blanche. He could set his own figures as the price of his services on ordinance, which had been referred to the Administrator of Water Works to lease the works. As to issuing bonds, the issue for this improvement was one which was perfectly safe. As the works would be extended the revenue would be increased and the means obtained to pay interest upon and the principle of the bonds.

Mr. Lewis contended that immediate action was necessary on this subject, to secure the people outside the present water limits from conflagrations and to furnish the people at large with an abundance of water for every use.

Mr. Shaw spoke lengthily against the ordinance proposed to be adopted. In the course of Mr. Shaw's speech, it came out, incidentally, from Mr. Delassize that he intended to report against the proposal referred to him to lease the Water Works to certain parties for a rental of $100,000 per year, to be paid to the city. Mr. Shaw said the ordinance before the Board afforded no security to the city against fraud. The bonds might be sold for 25 cents on the dollar. There was nothing in the ordinance to prevent such a sacrifice. A cause of depreciation would be the fact that there was no authority from the State government to issue these bonds.

The Mayor took the floor. Mr. Walton in the chair, and also advocated the passage of the resolution in regard to "approaching." The Mayor said no offer had been made to him, but it was notorious that Mr. Lockwood, one of the principal persons seeking to lease the Water Works and whose name figured very discreditably in connection with the purchases of the Water Works, by a former City Council, was haunting the City Hall and continually waiting for Administrators.

The Mayor repeated that no offer had been made to him, but it was susceptible of proof that Mr. Lockwood had said that if the Council did not lease the works to him and his colleagues, they would set in through the Legislature, and if the Governor vetoed the bill, they would have it passed over his veto. This was very plain demanding the destruction of the Constitution of 1868.

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