DAILY NEWS.

STONE & UZZELL, - - PROPRIETORS.

FAYETTEVILLE STREET,

over W. C. Stronach & Co.'s Store.

CASH—INVARIABLY IN ADVANCE.

The DAILY NEWS will be delivered to subscribers at FIFTEEN CENTS per week, payable to the carrier weekly. Mailed at $7 per annum; $3.50 for six months; $2 for three months.

The WEEKLY NEWS at $2 per annum.

The Raleigh Daily News.

FRIDAY.....JUNE 20, 1873.

LOCAL MATTER.

E. C. WOODSON, City Editor

MORNING EDITION.

☞ **All parties ordering the News will please send the money for the time the paper is wanted.**

☞ **Contractors will not be allowed, under their contracts, to advertise any other than their legitimate business, unless by paying specially for such advertisements.**

☞ J. O. H. NUTTALL, of the Charlotte Advertising Agency, is agent for this paper in Charlotte, N. C. He is duly authorized to contract for advertisements and receipt for subscriptions.

Messrs. Griffin and Hoffman, Newspaper Advertising Agents, No. 4 South Street, Baltimore, Md., are duly authorized to contract for advertisements at our lowest rates. Advertisers in that City are requested to leave their favors with this house.

☞ THE AGRICULTURAL JOURNAL AND THE NEWS.—The State AGRICULTURAL JOURNAL, an eight-page Weekly published in this city, will be clubbed with the DAILY NEWS at $3.50 per annum, and with the WEEKLY NEWS at $3 50 per annum. Orders directed to either paper will receive prompt attention.

☞ *As the enforcement of the Cash system will cause us to strike from our list the names of many of our subscribers and after the first of this month, we trust that no offense will be taken by those who may thus find their paper discontinued, as we mean no disrespect to any one in doing so, but only to carry out our determination and the recommendation of the late Press Convention. We trust, however, that those thus deprived of the News will at once renew their subscriptions.*

STONE & UZZELL.

June 1, 1873.

POST OFFICE DIRECTORY.

RALEIGH POST OFFICE ARRANGEMENT.

Office hours from 7½ a. m. to 7 p. m., during the week (except while the mails are being distributed.)

TIME OF ARRIVAL AND CLOSING THE MAILS

Western—New Orleans, La., Augusta, Ga., Columbia, S. C., Charlotte, Salisbury, Greensboro, Salem, Chapel Hill, Hillsboro, &c ,due at 1: a. m. Close at 5 p. m.

Eastern—Charleston, S. C., Wilmington, Newbern, Beaufort, Goldsboro &c., due 5:20 p. m. Close 9 p. m.

Northern—New York, Baltimore, Philadelphia, Washington, Richmond, Petersburg, Norfolk, Weldon, &c., due at at 3:30 p. m. Close 9:15 a. m.

Chatham Railroad—Fayetteville, Jonesboro, Apex, Osgood, &c., due 10 a. m. Close 3 p. m.

Miscellaneous—Eagle Rock, Monday and Thursday, due 11½ a. m., close 1 p. m. Roxboro, every Wednesday, due 11½ a. m., close 1 p. m. Leachburg, every Wednesday, due 11½ a. m., close 1 p. m. Averasboro, close 8 p. m. Thursdays, due 6 p. m. Fridays.

Office hours for Registered Letter and Money Order Departments, from 8½ a. m. to 5:30 p. m.

As no mails are received or sent on Sun-Sunday, the office will not be opened on that day.

W. W. HOLDEN, P. M.

LOCAL BRIEFS.

Plums are now flooding the market.

A street sprinkler would do good service about this time.

We understand that Mr. O'Neill, the Contractor for erecting the new store of Messrs. Williamson, Upchurch & Thomas, has expressed his determination to adopt the ten hour system.

We surrender a large part of our local space in this issue to the opinion of the Supreme Court, reaffirming the Constitutionality of the Homestead law of this State, which will be found in another column.

The Typographical Excursion to Kittrells on the 4th prox., promises to be a gay affair. Every effort is being made by the Managers to make it a success. Tickets for a lady and gentleman $5; single ticket $3.

There will be a called meeting of Wm. G. Hill Lodge No. 218 this (Friday) evening at 8:30 o'clock, for work in the Master's Degree. Brethren will take due notice. Transient brethren are respectfully invited.

CALLED MEETING OF THE CITY COMMISSIONERS.—The Board of City Commissioners held a meeting yesterday to take into consideration the subject of taxation.

Messrs. Battle, Gorman, Johnson, Prairie and Upchurch, Commissioners, were present, and Mayor Whitaker presided.

On motion of Mr. Johnson, it was ordered that the general tax be the same on all subjects as that of last year, and that the special tax be fixed at one-fourth of the general tax.

Mr. Battle moved that the clerk be ordered to prepare a list of the names of the owners of dogs in the city, and present the same at the next meeting of the Board.

Mr. Battle offered the following resolution, which was adopted:

Resolved, It appearing that the name of the Chatham Railroad Company has been changed to that of the "Augusta Air Line Railroad Company," the Mayor is authorized to obtain a new certificate, in the new name, for the stock owned by the city in that company.

On motion of Mr. Gorman, the meeting adjourned to meet again on the 25th instant.

PIC-NIC AT HALIFAX.—It was our privilege to be in attendence upon a pic-nic given in the Grove at Halifax on Wednesday. It was a most delightful affair and was well attended. The young people adjourned to a hop at the South ern Hotel at night.

We are under special obligations to Messrs. William F. Purnell and J. H. Fenner, of the Managing Corps, for especial courtesies shown us.

NEXT TUESDAY.—Our Masonic friends will bear in mind that on Tuesday next Tuscarora Lodge and other Lodges will celebrate the anniversary of St. John the Baptist at the Orphan Asylum at Oxford, and all are invited to be present. See notice of the exercises in our advertising column.

THE DAILY NEWS.

VOL. II. RALEIGH, N. C., FRIDAY MORNING, JUNE 20, 1873. NO. 100.

THE NORTH CAROLINA HOMESTEAD AGAIN DECLARED CONSTITUTIONAL.—In the case of Garrett *vs.* Cheshire, from Chowan county, the following opinion was filed by Mr. Justice Reade of our Supreme Court on Wednesday last. It will be seen that the opinion sustains the constitutionality of the North Carolina Homestead Law. Chief Justice Pearson and Justice Boyden of our Supreme Court were not present when the decision was rendered:

The compiaint alleges, that on the 3d of June, 1871, the plaintiff "was the owner and in possession of one bay horse and one black mule, of the value of $300. That on that day the defendant unlawfully took the same from his possession and converted them to his own use." There is nothing else alleged in the complaint.

The answer, after objecting to the want of a summons, "denies all the allegations in the complaint." There is nothing else in the answer.

The *case* states that the property in controversy had been allotted to the plaintiff, as his personal property exemption as against certain executions which were issued against him from Chowan Superior Court, on debts contracted since the ratification of the Constitution; and thereupon the executions were returned to Court, endorsed, "nothing to be found." This is of no importance in the case, and we suppose it was stated only to explain why the allotment had been made.

It is further stated as follows: "On the 20th of May, 1871, the same property was sold under an execution from the U. S. Circuit Court at Raleigh, for a debt contracted and due in 1867, at which sale, the defendant purchased, and was placed in possession by the Marshal."

It is further stated that, "upon the trial, the defendant asked the Court to charge that the property in controversy was liable to the execution from the U. S. Circuit Court, and the seizure and sale by the Marshal under which he claimed were valid."

The Court refused so to charge. The Jury found the issues for the plaintiff, and the defendant appealed.

Having only appellate jurisdiction, it is plain that we are confined to the record; and that we can know no fact which is not stated, and can *decide* no point which is not raised, and must sustain his Honor unless error is shown. The only error alleged is the refusal of his Honor to charge, that the property in controversy was liable to the execution from the United States Court, and that the sale by the Marshal was valid. His Honor must be sustained unless we can see that the execution and sale were regular and valid. Now, if there can be such a thing as an invalid execution, we are to take it that this was invalid. It is true that it is stated that it issued upon a debt due in 1867, and it we assume, what is not stated, that it was a debt due from the plaintiff, still it is not stated that there ever was any judgment upon the debt, in any Court, at any time. And if there was a judgment, it is not stated whether it was alive or dormant; or whether it was against the plaintiff or some other person; or whether it was issued to the Marshal; or what was its form or substance; or whether the levy and sale were regular. Surely we cannot say, upon such a skilfully observed state of facts, that the defendant was entitled to the charges asked for.

And his Honor could not assume that there was a regular judgment and execution, without assuming what ought to be improbable, that an inferior U. S. court, sitting in North Carolina, would subject the property of its citizens to sale, when the highest court in the State had repeatedly decided it was not subject to sale.

It was stated at the bar by the counsel on both sides that a recent decision of the Supreme Court, Gunn vs. Barry, which went up from Georgia, was supposed to be in conflict with Hill vs. Kessler, 63 N. C. R., and several subsequent cases in this Court, in regard to our Homestead laws; and that it is of great importance to the public, as well as to those parties, that this Court should reconsider Hill and Kessler. If it were true that the United States Supreme Court had decided the principles laid down in Hill vs. Kessler contrarywise thereto, we should make haste to conform our decisions to the decision of the United States Supreme Court, because in all cases within its jurisdiction, that is the highest Court, and the proper administration of justice, and the true principles of our Government, and the good order of society and the comity of courts, require subordination. We have not been furnished with an authenticated copy of the opinion in the case of Gunn and Barry, and have seen only the newspaper report which we presume to be correct. I have considered it carefully; and I do not think it is in conflict with Hill and Kessler, or with any other decision of this Court. On the contrary, it is in exact conformity with our decisions. If there is any thing seemingly in conflict it is only a *dictum*, which binds neither that Court nor us. The facts in Gunn and Barry were, that at the time when the Georgia homestead laws were passed Gunn not only had a debt against his debtor, but had sued him, and obtained a judgment against him, which judgment was a *lien* upon the debtor's land; and thereby Gunn had a *vested right* in the land, which the homestead laws could not divest. And therefore, the U. S. Supreme Court, in its opinion, well says: "The effect of the Act in question (the Georgia homestead Act) under the circumstances of this judgment, does indeed, not merely impair, it annihilates the remedy. There is none left. But the Act goes still further. It withdraws the land from the lien of the judgment, and thus destroys a vested right of property, which the creditor had acquired in the pursuit of the remedy to which he was entitled by the law as it stood when the judgment was recovered. It is, in effect, taking one person's property and giving it to another without compensation." This principle was expressly conceded by us in Hill *vs.* Kessler; and was expressly decided by us in Wheathen *vs.* Terry, 64 N. C. R., p. 25, and was the only point in that case. And subsequently we decided that where there was the lien of a trust deed the homestead law did not operate.

It is true that it is not only *decided* in Gunn v. Barry that vested rights were effected in that case, but it is also said, that the Georgia homestead laws impair the obligation of contracts, and therefore void. It is also conceded in Hill v. Kessler, and in all the cases in our Court, that if our homestead laws impair the obligations of contracts, they are void, but our cases are all put upon the ground that our homestead laws do not impair the obligations of contracts. And it may very well be that the Georgia homestead laws do impair contracts, while North Carolina homestead laws do not. They are not at all alike. In order to show that the Georgia homestead laws do impair the obligation of contracts, the learned Judge in his opinion, copies the Georgia exemption laws prior to the present homestead laws, to show that they were very small—land not exceeding $200 in value, and personal property of small amount, and then he copies the homestead exemptions to show that they are very large—$2,000 land in fee simple, with all subsequent improvements in addition, and $1,000 personal property. And then the learned Judge says, "No one can cast his eyes over the the former and later exemptions without being struck by the greatly increased magnitude of the latter." And thence the inference is, that the object of the later exemptions was not the securing of necessaries to men and their families, but to defeat debts.

Now compare our former exemption laws and our present homestead laws with those of Georgia. Our Act of 1856 Rev. C. exempt personal property, articles by name, which may be of the value of several hundred dollars, more or less, according to the circumstances of the debtor's family. And in 1866-67, prior to the existence of the debt in the case before us, an act was passed exempting "all necessary farming and mechanical tools, one work-horse, one yoke of oxen, one cart or wagon, one milch cow and calf, fifteen head of hogs, 500 lbs of pork or bacon, 50 bushel of corn, 20 bushels of wheat, household and kitchen furniture not exceeding $200 in value. The libraries of attorneys at law, practicing physicians and ministers of the gospel, and the instruments of surgeons and dentists, used in their profession. Acts '66-7 ch. 64.

It is apparent that an allotment of those articles approximate $1,000, and in many cases would exceed that sum in value. And the same Act allows a home homestead of 100 acres, without restriction as to value, which in many cases would be worth, with the improvements, many thousand.

In 1868 our Constitution was adopted, and in that, our present homestead law is limited to $1,000 realty, not in fee simple, but for a limited time, and personalty to the value of $500. Can it be said of our Homestead law, as the learned Judge said of the Georgia law, that any one in casting his eye over them, as compared with former exemptions, would be struck by the magnitude of the increase? Our homestead law is not an *increase*, but a *restriction* upon former exemptions. And they were not made to *defeat debts*, but to *secure necessaries and comforts* to our citizens.

From this explanation it will be seen that the decision of the Supreme Court of the United States in the Georgia case, conflicts in nothing with our own decisions; but they are in exact conformity. The Georgia case decides two points: first, that in that particular case, the plaintiff had obtained a judgment on his debt, before the homestead laws were passed, and that, in Georgia, that judgment was a *lien* upon the debtor's property, which he had at its rendition; and that thereby the plaintiff had a *vested right*, a *property*, which could not be destroyed, or taken from one person and given to another. We distinctly conceded this principle in Hill *vs.* Kessler; and we expressly decided it in McKeathen *vs.* Terry. There is then no conflict upon this first point. There is however this difference between the law of Georgia as stated in the Georgia case, and the law in North Carolina: a judgment in North Carolina prior to the Code has never been held to be such a lien upon property as to create a *vested right*, or *property* in the plaintiff, or to divest the property out of the defendant, or to invest in the officer. The only force of the lien has been to prevent the debtor from selling it. It requires not only a judgment, but a *levy* to change the *property*. Ladd *vs.* Adams, 66 N. C. R., 164, Norton *vs.* McCall, *Id.* 159.

The second point decided in Gunn *vs.* Barry is, that the Georgia homestead laws impair the obligations of contracts. We conceded in Hill *vs.* Kessler, that any law which had that effect was void. We said: "We concede that if this exemption impairs the obligation of contracts, either expressly or by implication, it is against the Constitution of the United States, and therefore void. * * * We concede also that a contract must be understood with reference to existing laws for its enforcement." And we said, also, that the State cannot abolish or injuriously change the remedy. It is not the decision of the U. S. Supreme Court, and our decisions, that are in conflict, but it is the Georgia homestead laws and North Carolina homestead laws that are unlike as has been already shown.

I know that we cannot always look to the hardship of cases to guide our decisions—they are the quicksand of the law, but still it is proper to look to the effect of our decisions—to enable us to see whether we are carrying out the purposes of legislation. What is the purpose of exemption legislation? Is it to defect debts? We have repeatedly said that this was not the object of our exemption laws. But that the purpose was to secure necessaries and comforts for our citizens. This is not left to inference, but our laws have themselves declared this to be the purpose. Rev. C., chap. 45, s. 8. And this is paramount to all debts.

The Supreme Court of the United States in a late case, Van Hoffman vs. the city of Quincy, 4 Wal. 535, in speaking of exemptions which the State may make, says: "They may also exempt from sale under execution the necessary implements of agriculture, the tools of a mechanic, and articles of necessity in household furniture. It is said regulations of this description have always been considered in every civilized community as properly belonging to the remedy, to be exercised by every sovereignty according to its own views of policy and humanity." And in a former case, Bronson vs. Kinzee, 1 How. 311, Taney, C. J, said the same thing, adding that: "It must reside in every State to enable it to secure its citizens from unjust and harassing litigation, and to protect them in those pursuits which are necessary to the existence and well being of every community." And in Planters Bank vs. Sharpe, 6 How. 301., Mr. Justice Woodburry, in delivering the opinion of the United States Supreme Court, enumerated exemption laws among the examples of legislation which might be constitutionally applied to existing contracts. The purpose of our legislation being to secure its citizens the "necessaries and comforts" of life, and this having been decided to be a legitimate purpose, and paramount to all debts, let us see in what condition our people would be if our homestead laws are declared to be void. Our homestead and personal property exemption act, repeals all other laws upon the subject. Therefore our debtor class are to be left without any exemption whatever! Not even a bed or a crust! Nor is there any relief in bankruptcy; because a large portion of the debtors have not the means to pay the expenses, nor are their debts large enough to bring them under the bankrupt law.

And furthermore, the late amendment of the bankrupt law allows such exemptions in each State as the State law makes; and North Carolina exempts nothing.

And then we have it, that exemption laws, which repeal former and larger exemption laws, and which are therefore better for the creditor, are declared void because they are too large, and impair contracts! And here it is to be considered, if necessary exemptions are constitutional and unnecessary ones are unconstitutional, who is to judge of what is necessary? It would seem that the Legislature is the proper body. Legislatures have heretofore done it, and the Legislature of every State in the Union has done it. And in no single case has a Court ever done it. The nearest a Court has ever come to it is in the Georgia case, in which the Court says, that where there was an exemption of $200 worth of land, and it was increased to $2000, the "magnitude of the increase" was palpable, and made it void. Suppose this case: A widow is allowed a year's support, say $100, and the legislature alters the law from $100 to $200, would the Courts undertake to say that it was unreasonable or unnecessary, and therefore void? If from $100 to $1000 it would be palpable. Or suppose the same as to a debtor. I suppose the increase would have to be *striking*, and the want of necessity *palpable*. It would be verging on the ridiculous to say that the Supreme Court of the U. S, or any other Court, better knows the details of what is necessary for the "comfort and support" of the citizens of North Carolina than the Legislature of the State, or that it is a question of law, unless in palpable cases. And it would be inhumanity to say, that, because the Legislature repealed one exemption law, and substituted another, and a lesser one, therefore the debtor should not have any exemption at all. And this too, at a time, when, owing to peculiar circumstances, probably one-half of the debtor class are owing more *old* debts than they can pay! Nor is this view irrelevant; because, as I have already shown in the quotations made from United States Supreme Court decisions, exemption laws are based upon "policy and humanity;" and they do not impair, but are paramount to, debts. If under our circumstances our people are to be left without any exemptions, the policy of christian civilization is lost sight of, and we might almost as well return to the inhumanity of the Twelve Tables of the Roman law: "If the debtor be insolvent to several creditors, let his body be cut in pieces on the third market day. It may be cut into more or fewer pieces, with impunity; or, if his creditors consent to it, let him be sold to foreigners beyond the Tiber." Cooper's Justinian, 665, App.

This at least might not involve his wife and children in his suffering; and besides, as long as the creditor chose to keep him in custody under the Roman law, he was obliged to allow him a "pound of meal a day." But, if our exemptions are declared void, then both the debtor and his family go without even his "pound of meal."

The opinion in Hill and Kessler, the leading case in our Court, was prepared with care, after much reflection and investigation; the conclusion arrived at was against my former impressions and prejudices, and against my pecuniary interest, but I was satisfied then, as I am now, that the decision was right. And it will be upheld as the law in North Carolina, unless and until the Supreme Court of the United States shall decide that the homestead laws of *North Carolina* are void.

There is no error—affirmed.

READ, J.

MARRIED.—At Trinity Church, Tarboro', N. C., by the Rev. J. B. Cheshire, Robert M. Furman, Esq., editor of the Asheville *Citizen*, to Miss Mollie E Matthewson, of Tarboro'. (We had a beautiful selection of poetry that would come in just here, but Syme loaned the book to a young lady.)

STATE OF THE THERMOMETER.—The Thermometer yesterday was as follows at Branson's Book Store:

At 9 a. m	82
At 12 m	87
At 3 p. m	90
At 6 p. m	92

THE LATE DISTURBANCES ON FAYETTEVILLE STREET—THE TROUBLES AMONG THE WORKINGMEN.—Late on Wednesday afternoon, a crowd collected around the premises on Fayetteville street, on which Messrs. Williamson, Upchurch & Thomas are now erecting their new store. These gentlemen have contracted with Mr. O'Neil to build their structure. Mr. O'Neil has in his employ a number of mechanics and laborers whom he brought from Salisbury to do the work. The cause for the collection of the crowd at the point above specified was because of the refusal of O'Neill's hands to conform to the eleven hour system adopted by the Raleigh mechanics, and the attempt by some of the latter to *force* a compliance with these rules. These open demonstrations made against the O'Neill men caused considerable excitement and resulted in a suspension of the work for the time being.

The appearance of the crowd on the street, blocking up the pavement to a considerable distance, resembled an excited mob and attracted considerable attention.

Notwithstanding we were assured by the Mayor one hour before this scene occurred, that should an attempt be made to interfere with Mr. O'Neills' men he would order out his full police force, and if necessary would call out the citizens to maintain law and order; and notwithstanding the disturbance took place immediately in view of his office, yet we saw no attempt made by his Honor at the time to protect the threatened mechanics, or to disperse the crowd, or in any maner to preserve the peace and dignity of the city.

We condemn the conduct of certain laborers in threatening certain other laborers because the former exercised their undoubted rights of free citizehs of the State to work the number of hours per day which they contracted to work.

This is a free country. Men are free to work on such terms, not contrary to the laws of the land, as they may see fit, without any hindrance or terror from any source whatever; and no man, and no set of men have any earthly right to interfere by violence or intimidation.

We believe in Mechanics Associations, for their protection and interest, and we will support and defend them in all reasonable and proper demands; but we will not countenance nor defend lawlessness or violence, nor do we believe that such a course will in the end prove beneficial to the interests of working men. Nor are they the true friends of the working men who counsel them such a suicidal policy. A lawful purpose may be jeopardized by unlawful means. The threats against O'Neill's mechanics because they work a longer number of hours than are allowed by the rules of one Society in this city, cannot be justified in law or morals, especially as O'Neills men are not members of that Society, and are under no obligations to be guided by its regulations.

We do not know to what extent the persons who caused the excitement on the public streets on Wednesday afternoon have made themselves liable for indictment for conspiracy by the Grand Jury of Wake county; but as the disorderly scenes took place in sight of the Mayor's office, and right under the nose of that functionary, without any special effort to suppress the disturbance, when it was at its height, we must say that Mayor Whitaker is guilty of dereliction of duty in not acting with greater firmness and discretion and efficiency as a peace officer.

THE RALEIGH NEWS is no apologist for disturbers of the public peace, neither will it by its silence or in any manner, give aid or encouragement to lawlessness and intimidation.

We repeat, this is a free country, in which each citizen is free to act, free to think and free to work. Every man has a right to pursue his own true and substantial happiness by lawful means and no other men or set of men have a right to molest or make him afraid, or to coerse him into any system of labor against his wishes and judgment.

We are informed by the Chief of Police that his entire police force was ready to protect O'Neill's men yesterday morning.

We have heard the names of none of the leading white mechanics of Raleigh in connection with this disgraceful affair, and we do not believe it receives their approval or endorsement.

SUPREME COURT.—This Court met yesterday at the usual hour. Chief Justice Pearson and Justice Boyden were absent on account of continued indisposition.

The following cases were argued:

R N. Green Exr. vs. J. M. Green, Chatham. John Manning, for plaintiff, and Ralph Gorrell for the defendant.

Wm. Ferrell *et al* vs. E. A. Ferrell, Caswell. William A Graham for plaintiff and W. H. Baily for defendant.

J. R. Haskins vs. F. A. Royster, Person. W. H. Bailey and W. A. Graham for the plaintiff, no counsel for defendant.

J. R. Norwood, g'dn. vs. Williams, Person. W. A. Graham for plaintiff and Jones & Jones for defendant.

The Court adjourned to meet this morning at 9 o'clock.

OBITUARY.

Died in this county, near Wake Forest College, on the morning of the 18th inst., Mrs. MARY M. PERNELL, wife of J. J. Pernell, Esq., aged 67 years. For more than 6 months previous to her death she had been confined to her bed by painful sickness, which she bore with great patience. She died calmly, falling asleep in Jesus. Early in life she professed to love the Saviour and her life was consistent with her profession. As a wife, mother, neighbor and friend she conducted herself in a most exemplary manner. J. W. JR.

TELEGRAPHIC NEWS.

NOON DISPATCHES.

Washington News.

WASHINGTON, June 19.—The President, accompanied by General Babcock, arrived here early this morning. He will return to Long Branch by Friday night's train. It is not supposed there will be any formal Cabinet meeting in the meantime, although the heads of Departments will call on him for the transaction of business of a routine character.

Among the early callers on the President this forenoon were Messrs. Robb, Savage and Osborne, the Commissioners appointed to inquire into outrages and depredations on the Rio Grande. Although the visit was mainly of courtesy, there was some incidental conversation relative to the results of the inquiry. The President expressed his satisfaction with the labors of the commission, and remarked that he would do all in his power to afford the required relief to those who had so severely suffered by the raids.

It was stated several days ago there would be about twenty changes in the consulates for the benefit of the President's Southern political friends. Several such changes have already been made. The latest being the appointment of Henry R. Myers, of Alabama, consul at Hamilton, Ontario, in place of Blake, suspended. The President has also appointed as Internal Revenue Collectors, Josiah Andrews, for the Second District of Michigan, and Adam Nase for the 3rd Illinois. Also William S. Detrees, of New Mexico, Agent for the Indians of the Maquaties Pueblo agency, in place of Carothers, resigned.

FROM NEW YORK.

Custom House Irregularities—The Italian Slave Trade.

NEW YORK, June 19.—The Custom officers have shawls imported *via* Mexico at a thousand per cent below value. The papers characterize the Custom House as implicated as heavily and therefore responsible.

Consul General Lucca, of Italy, publishes a card asserting that the suffering of Italian children brought here as slaves, has not been exagerated in the least, but so far from his being to blame in the matter, he has been doing his utmost to stop the inhuman traffic. As one result, the Italian parliament has just passed an act making trading in children a felony and severely punishing not only those who employ them, but parents who consent to their employment.

New York Fire Underwriters.

NEW YORK, June 19.—At a meeting of the New York Board of Underwriters, Mr. Howard called attention to peril by fire in Atlanta, where the Town Council have just declared that they will not provide a supply of water. This matter was referred to the Executive Committee.

The Cholera in Nashville.

NASHVILLE, June 19.—The cholera is unabating. Three draymen were attacked on the street. There were 30 deaths yesterday; 8 white and 22 black.

The Modocs Endeavor to Escape.

YREKA, June 19.—Curly Headed Jack shot himself. Several Modocs had filed their shackles, but the escape was prevented.

The Cholera In Cincinnati.

CINCINNATI, June 18.—There were two deaths to-day from cholera symptoms.

The Railroad Life Insurance Convention.

ST. LOUIS, June 19.—The Railroad Life Insurance Convention meets next year in Richmond, Va.

MIDNIGHT DISPATCHES.

Railroad Accident.

ST. LOUIS, June 19.—While a train with two engines attached belonging to the Missouri, Kansas and Texas Railroad, and a train with 1 engine belonging to the St. Louis, Kansas City and Northern Railroad were running as one train on the Hannibal and St. Joseph Railroad, a few miles from Kansas City on Saturday last, they collided with a train running west, and four locomotives were almost destroyed. Several stock cars were smashed. The four engineers were more or less injured

No Cholera Here.

KNOXVILLE, June 19.—A statement published in the Nashville *Banner* yesterday morning that the cholera prevailed here and that a perfect panic and that thousands were fleeing to the mountains, is incorrect. There is no such disease here, nor has not been. Undertakers report fewer deaths up to the present time commencing the last 5 weeks, than any one week during the winter.

Bigamy.

NEW YORK, June 19.—Geo. P. Evans was arrested for bigamy and also on a civil suit brought by P. R. Barnwell for $10,000 damages, and lodged in the tombs. He is charged with having three wives living, viz: Almira Davis, daughter of wealthy Boston parents; a daughter of David N. Badger, of Boston, and also a daughter of Mr. Barnwell, the prosecutor. He was about eloping with another young lady when overhauled.

Weather Probabilities.

WASHINGTON, June 18.—For the Southern States east of the Mississippi on Friday, light to fresh winds mostly from the Southwest and Northwest and very generally clear or partly cloudy weather.

Washington News.

WASHINGTON, June 18.—Grant and Belknap are here.

No formal Cabinet appointments. Henry Ray Myers, of Alabama, has been appointed Consul to Ontario, Canada

The Fordham Races.

FORDHAM, June 19.—The first race was won by John Boulger, in 2 minutes; the second by Joe Daniels, in 1;44½.

DAILY NEWS.

RATES OF ADVERTISING.

One square, one insertion	$ 1 00
One square, two insertions	1 50
One square, three insertions	2 50
One square, six insertions	3 00
One square, one month	8 00
One square, three months	16 00
One square, six months	30 00
One square, twelve months	50 00

For larger advertisements, liberal contracts will be made. Ten lines solid nonpareil constitute one square.

New York Items.

NEW YORK, June 19.—Great excitement at the police headquarters, owing to the report that the Commissioners were about to appoint 25 colored men on the police force as patrolmen. Commissioner Russell says he supposes the rumor arose from a resolution yesterday to appoint 25 colored men as street sweepers.

Wall street markets continue dull with speculative shares, contrary to the general expectations heavy and lower. In Southern State bonds the business amounted to twenty-four thousand dollars, with prices steady.

More of the Polaris.

WASHINGTON, June 19th.—Robeson has made his statement from evidence of rescued Polaris crew, he dosn't know whether Capt. Hall died a natural death or not. He thinks the abandonment of a part of the crew on the floe of ice as accidental.

Foreign.

MADRID, June 19.—A majority of the finance committee of the Cortes are in favor of abolishing the low grading of pensions to members of the cabinet, and placing them upon the same footing with other functionaries.

Fire in Iowa.

BURLINGTON, IOWA, June 19.—The Opera house, courthouse and other prominent buildings burned to-day.—Loss $400,000.

COMMERCIAL REPORT.

New York Markets.

NEW YORK, June 19.—Cotton, net receipts 150 bales; gross 1,200.

Sales of cotton for future delivery to-day 17,000 bales, as follows: June 20¼a20⅜; July 20¼a20 11-16; August 20⅝a20 11-16; September 19½; November 18¼.

Cotton quiet, nominal; sales 274 bales; middlings 21.

Flour quiet and favors buyers. Whiskey shade easier at 93½. Wheat closed quiet; most grade lower. Rice quiet at 7⅝a8¾. Corn 1 cent lower, white western 67. Pork weak at $16.85a$17. Lard weak 8 15-15a9. Navals steady. Freights quiet.

Money easy at 4a6. Sterling steady. Gold 15¾a15⅞. Governments rather heavy. State nominal.

Foreign Markets.

LONDON, June 19—Noon.—Consols 92⅝. Fives 89⅝.

PARIS, June 19—Noon.—Rentes 55 and 95.

LIVERPOOL, June 19—Noon.—Cotton opened steady; uplands 8⅝a9; Orleans 9¼a9¾.

Later—Cotton quiet and steady; sales 10,000 bales; speculation and export 2,000.

Evening—Cotton closed quiet; sales American 5,500.

Wilmington Markets.

WILMINGTON, N. C., June 19.—Spirits turpentine firm at 41. Rosin quiet at $2.30 for No. 2.

Crude turpentine steady; $2.60 for hard; $3.00 for yellow dip and virgin.

Tar quiet, at $3.00.

Cotton Markets.

SAVANNAH, June 19.—Cotton firm; middlings 18⅝; low middlings 17¾; good ordinary 16¾.

WILMINGTON, June 19.—Cotton firm; middlings 18¾.

MOBILE, June 19.—Cotton firm, offering light; good ordinary 16½; low middlings 18; middlings 19.

CHARLESTON, June 19.—Cotton quiet; middlings 18¾a18¾; low middlings 17; ordinary 14¼a15.

BALTIMORE, June 19.—Cotton firm; middlings 20½.

NORFOLK, June 19.—Cotton firm; low middlings 19.

BOSTON, June 19.—Cotton steady; middlings 21.

MEMPHIS, June 19.—Cotton firmer; low middlings 18a18½.