THE NEW ORLEANS DAILY BEE.

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No. 73 Chartres Street.

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Semi-Weekly Edition.
TERMS—PER YEAR.....$5

NEW ORLEANS:
FRIDAY MORNING, OCTOBER 22, 1869.

TRY GEORGE ALCES' CIGARS,
185.....Rampart Street.....185

Amusements. This Evening.

VARIETIES THEATRE.—Benefit of Mr. Jim Broughton—"Irish Stew," and Burlesque.
ST. CHARLES THEATRE.—Benefit of Miss Blanche Chapman—"Celebrated Liver Pills."
ACADEMY OF MUSIC.—Combination.

THE METROPOLITAN POLICE WARRANTS.

The question as to the legality of the purchase by State Treasurer Dubuclet of Metropolitan Police warrants with the proceeds of the seven per cent. city bonds sold in New York by the agents of the city, came up for adjudication yesterday in the Sixth District Court.

The proceeding was by mandamus on the State Treasurer to compel him to pay to the Metropolitan Police Board the sum, in cash received by him from the city of New Orleans. A rule to show cause why this should not be done was issued and the rule was tried yesterday. The answer of Treasurer Dubuclet was, that he had purchased warrants of the Metropolitan Police Board with the greater portion of the sum of money received by him from the city, $490,300 85, and was ready to deliver the same and the balance in cash $189,278. Mr. Dubuclet having been summoned as a witness by the applicants for these writs, he was put through a searching examination both by counsel and by the Court, touching the transaction. He admitted there was no law to authorize him to buy these warrants, but that he had been induced to do it by the temptation which their price in the market afforded him to make some thing for the public and to save the tax payers a portion of the loss incurred by them in the sale of city bonds. Mr. Dubuclet showed he had profited by the transaction in the sum of $17,125, and this sum he had placed to the credit of the public in the account with the Metropolitan Police Board.

This answer was not held sufficient by the court who made the mandamus peremptory on the State Treasurer; so that officer will have to pay in money the entire amount received from the sale of the bonds.

This seems to us a strange decision, since that these Police Warrants were made payable for city taxes, and thus made equal with money. The public will lose the sum of forty seven thousand dollars, the profit realized on the purchase of the warrants.

We have not yet obtained all the facts connected with the issue and speculation in these certificates. There is a good deal yet to come out, in view by the anxiety of certain parties to have the money pass into the hands of the Police Board. We call on the State Treasurer's account of the transaction, with the observations of a contemporary, in which we entirely concur:

The following is the simple and straightforward report of the transaction of the State Treasurer in relation to the negotiation of the $800,000 bonds of the city and the disposition of the proceeds thereof.

It will be seen that this report fully confirms the statements made in our evening edition, that the State Treasurer had so managed matters as to increase the $47,125 76. We will add that in further proof that the purchase of the warrants was made so as to inure exclusively to the benefit of the Board, the Treasurer presents the sworn statement of the broker who bought the warrants of the numbers, amounts and the rates at which they were purchased. The whole transaction has to be an act of public zeal and honest dealing which is certainly very rare in these days.

TREASURER'S OFFICE, STATE OF LOUISIANA,
New Orleans, October 19, 1869.

To the President and Members Board of Metropolitan Police:

Gentlemen—I beg leave to lay before your Honorable Board my official report of the transaction of the sale of the seven per cent bonds, turned over to me by the City of New Orleans for the payment of the members of the Board and Police of the City, to wit:

Bonds disposed of and sold in New York by Thos. Taylor, Esq., at 87½.....$800,000 00
Deduct and pay to Comptroller Metropolitan Police Board.....490,300 85

Balance to be accounted for.....$309,699 15

Of which balance I have paid out of the same the incidental expenses and other expenses incurred in the negotiation and sale of said bonds, shall have been ascertained and paid out of it, will be turned over to you. Respectfully,

(Signed) A. BUBUCLET,
State Treasurer.

As it might be inferred from our observations of yesterday that the Fiscal Agent of the city had taken part in the purchase of police warrants by the State Treasurer, we think it due to the former to say that the transaction was entirely out of the State Treasurer's and was for account of the State. This was what we intended to say. The money paid for the privilege was the money derived from the sale of City bonds in New York, which was paid by the Fiscal Agent to the State Treasurer as fast as received from the purchasers of the Bonds. The action of the Southern Bank was confined to receiving and handing over the money to the State Treasurer.

Among the late arrivals in the city we are pleased to observe that of our neighbor, Dr. Layton, who has been spending a few months in Europe. Dr. Layton returned on the Saxonia and will resume the practice of his profession among us.

Our confrere Durant DaPonta, Esq., formerly associate editor of the Crescent, has just returned from the North.

STERN'S FERTILIZER.—We draw the attention of our readers, in yesterday's issue, to the wonderful result obtained by the use of this preparation, and now publish in our advertising columns the certificate of Mr Wallace, the gardener of Jackson Square, and that of Mr. Geo W. Palmer, of Covington, La. They could hardly speak in higher terms of the bone dust manufactured by Messrs Stern than they have done. The address of this firm is 16 Chartres street, New Orleans.

NEW SUGAR AND MOLASSES.—The steamer National, Capt. Gross, arrived yesterday from Bayou Sara with 11 hhds new sugar and 11 barrels new molasses. Eight hhds were shipped from the "Bay Tree" plantation and consigned to Messrs E. J. Forstall & Sons, and three hhds from P. G. Deslonde's plantation, consigned to R. Brogier. Two barrels molasses were shipped from the Golden Gate plantation and consigned to D. Urquhart. The other barrel was shipped by P. G Deslonde and consigned to R Brogier

The steamer San Nicholas, Capt. Blanchard, arrived from Tobasbeauville yesterday. A portion of her cargo was two barrels new molasses from the Union plantation, towned by Messrs Geo. Jacobshagen & Bartels, and consigned to A. Terrero & Co.

NEW CROP MOLASSES.—Our thanks are due Mr James Wood, wholesale and retail grocer, corner of Dauphine and Toulouse streets, for a sample of the first new crop molasses opened for retail. It comes from the plantation of Messrs Bartels & Jacob Hagen, parish of St. James, and is of superior quality. The term *la batterie* is a luxury with our Creole families, and the quantity received by Mr. Wood will not remain long in his hands. Before the war, Mr Wood never failed to send to our office the first new sugar and syrup that arrived in the market.

We thank the officers and agents of the steamship Bremen for late European papers.

THE YERGER CASE.—*Washington*, Oct 18.—The Supreme Court room was filled this morning with lawyers and others interested in the decision of the Yerger case, but the Court, contrary to the custom of late years, rose to a special announcement, did not make any decision. The arguments were not concluded until Friday last, and the decision was found impossible to review them and make up the case. The decision, however, will be delivered by the Court on Monday next without further delay. The Republicans profess to know that it will be made adverse to the constitutionality of the Reconstruction law, and that the Judges will stand five to three. Grier, Swayne and Miller being against the jurisdiction of the court in the matter. The feeling is best illustrated by the *Chronicle*, which prays that Congress be in session and cooperate with the President to save the reconstruction of Virginia, Mississippi and Texas, and not put the Supreme Court in a position not to render migratory the laws, and to restore the revolted States to the Union.

MEN, BUT NO MONEY.—*New York*, Oct 18.—The *Tribune* learns, by private advices from Madrid that the Captain General of Cuba lately sent an urgent demand to the Madrid Government for five millions of dollars, but he was refused. In reply that the Spanish Treasury was empty, and that hereafter he must raise in Cuba itself the money he needed for army and political purposes. Spain will furnish troops, but Cuba must supply cash.

CITY INTELLIGENCE.

Reportorial Repertory—We are pleased to notice the return to the city of Assistant Alderman Stricken, who arrived on the steamship Bremen, in excellent health.

The pupils of Mr. Eugene Provost propose giving a concert for his benefit Saturday night, at Odd Fellows' Hall.

It is proposed to open the National Theatre Sunday night with minstrel performers.

Hon. Jefferson Davis.—Hon. Jefferson Davis is reported by dispatch to the Charleston *News*, of the 17th inst., to have sailed in the steamship Cuba direct for New Orleans, on his way to Mississippi on private business. If the dispatch is correct, he will reach this city in a few days.

Bail Increased.—The bail in the case of Alderman Prados and Mr. Louis F Simmons, arrested on suspicion that they were about to fight a duel, was yesterday increased to $5000 each.

Educational.—The Board of Directors of the Louisiana State Seminary, lately destroyed by fire at Alexandria, are to meet shortly for the purpose of re-establishing the institution. It will probably be located here or in Baton Rouge, or, possibly, at the St. James College building, on the river, in the parish of St. James.

Suits for Damages.—In the Fourth District Court, Messrs. William Hartgrove and Henry Albon, have brought suit for $5000 damages each, against Michel Rock, for alleged false imprisonment on charges of trespass. The circumstances of the trespass were reported by us some months ago.

Sent to the Insane Asylum.—Mr John C. Miller was yesterday qualified as a Deputy Sheriff to take charge of Mrs. Frank Richards, to accompany her to the Insane Asylum at Jackson, Louisiana, where she has been ordered to be sent upon the application of her husband.

Frauds to be Investigated.—Gen. J. Warren Bell, Special Agent of the United States Treasury, has arrived in this city with full power to investigate any frauds in the various custom houses of the State, and has already taken charge of the custom house here. General Bell has recently been engaged in similar investigations in Galveston, Texas.

The Veteran Business.—Judge Abell, of the Criminal Court, has made an elaborate charge to the Grand Jury as to their duty to investigate the charges of corruption in the matter of paying bounties to the veterans of the war of 18 2, in which it is alleged a number of names fraudulently have been allowed bounties, through the connivance of third parties, who are suspected of having induced a number of negroes to perjure themselves in order to procure bounty money.

Fraud.—Charles Marino has been arrested by Special Officer Rouliere, on a charge of having forged the name of Lizzie Rhoades of seventeen months to $275, entrusted to him for collection by A. D. Dupuy.

Dumps in Metropolitan Warrants—Heavy Purchases Alleged to have been made by State Treasurer Dubuclet—Declared Invalid—Yesterday, in the Sixth District Court, Judge Cooley came up for trial the rule taken upon S. Burbank, Treasurer of the Metropolitan Police Board, to show cause why writs of mandamuses should not issue to compel him to settle claims for large amounts of Metropolitan Police warrants held by several parties, among others Messrs. Davidson & Hill for about $13,000, and Walter Pugh for nearly $36,000, in which cases the mandamuses were made peremptory.

There are other similar cases in this and the other courts awaiting determination.

In the case of J B Howard, Esq., agent, vs Burbank, claiming $100,000 in warrants, the writ was entered up in order that a peremptory mandamus can be obtained by said Howard, as agent, upon the New York Treasurer. Burbank being present consented to the entering up of the judgment in the case.

The other cases being consolidated by consent of parties, the testimony was begun:

A. Dubuclet, State Treasurer, sworn—What amount of funds belonging to the Metropolitan Board have you in your possession?

ANSWER.

$490,300 bonds sold in New York by Thos. Taylor, Esq., at 87½.....$429,012 50
Deduct and pay to comptroller Metropolitan Police warrants.....47,125 76

Total.....$382,886 74

For which amount I now tender the following instrument, to wit:

Message from Police warrants purchased by

Cash.....$
Sight drafts on New York.....

Balance to be accounted for.....$
Of which balance I $1,[illegible]38 as accounted for incidental expenses and other expenses incurred in the negotiation and sale of said bonds shall have been ascertained and paid out of it, will be turned over.

Of the $10,050 38 of accounts, I made the purchase from the 30th of August up to the 30th of September.

I made these purchases with the funds of the bonds negotiated.

I made these purchases in view of the benefit of the city. I was asked to do it by Mr Lyman and Mr. Hunter, Cashier of the Southern Bank. I don't know that there was any law for what I did. I got them at a discount at from 84 to 90. I have received the funds from all of these bonds at different dates, the last payment about the 15th or 20th of September. The Southern Bank advanced me as many before I received any from the sale of the bonds, as I could not tell exactly what the times were that I received. I kept no account of the dates when I received moneys from Mr Layton. Mr Layton has it recorded upon his books. I have a balance of $26,633 38. The reason why I have not paid over the funds to Mr. Burbank is as follows:

The witness here submitted a document in writing. This was read to the court by the counsel for plaintiffs, purporting to be a communication to him from the Board of Metropolitan Police. In the communication in question, the Board refused to accept the warrants, and refuses to indorse the Treasurer's action.

He received it the day of the date. I was ready and willing to pay over the amount to Mr Burbank prior to the receipt of this letter. I did not pay over the amount I had on hand to Mr Burbank because I had not a full settlement. I was waiting until I received the whole amount of the fund. I never made any offer to pay over except that contained in the report filed at the commencement of his testimony.

Mr. Burbank made a demand upon me for the fund.

Questions by the Court—Did you receive the $382,214 47, proceeds of the bonds, in cash? A.—I received $189,278 47 in cash, and once $70,000, yesterday a check for $71,000 "How much," again repeated the court, "did you receive of the $382,214 47, proceeds of the sale of bonds?" "I received $300,749 47." "What did you do with the money?" "I purchased warrants with all except $70,615, which I have in greenbacks, and a check on New York for $71,000."

"How did you get the cash?" "From Mr Layton, $189,278 47 in greenbacks." "I never offered to Mr. Burbank, at any time, a settlement in greenbacks of the amount I received from Mr. Layton. A few days ago he asked for such a settlement, part in police warrants and part in greenbacks; I did not pay the warrants myself. I had a gentleman to buy; he furnished me with a detailed account of his transactions, which I can place.

"He was instructed by the court to do so."

Question by Mr Burbank—"When did you offer to make the partial settlement with me?" "Think it was day before yesterday.

Question by the Court—Again I ask you, sell your, books show when you received the amounts in question from Mr Layton?—No; the account is not yet settled up, and my books will not furnish any data of the same.

Question by Mr. Burbank—How much did you offer me?" "I offered you $70,615.

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The evidence here offered the warrants in dispute in evidence.

The defense here asked that the mandamus be made peremptory upon Mr Burbank, which was done.

Under the assessment the city of New Orleans owed $865,000. Under the law the Treasurer of the State was the party to receive the same for the Metropolitan Police Board immediately from the city of New Orleans. He had no power under that law to receive anything else but greenbacks, and that law being known to everybody in the City of New Orleans, the City of New Orleans in paying him $865 000 in bonds certainly failed against the Metropolitan fund a credit for $865,000, because they were paying an agent whom they knew had exceeded his power, under the law; consequently the city is responsible for the difference between the negotiator's result and the face—75 bbls choice sun-dried sold on the landing at $4 80, and 25 at $4 50 per bbl.

BY TELEGRAPH.

[To the New Orleans Bee.]

FROM WASHINGTON.

The Bankers, Delano and Back Taxes.

Assignment of Registrars for Mississippi.

Mrs. Grant's Letter to Mrs. Corbin

Jay Gould Before the Grand Jury.

Butterfield and Corbin Indicted for Conspiracy.

No Election for Tennessee Senator.

FROM EUROPE.

Gladstone and the Fenian Amnesty

Miscellaneous Intelligence.

WASHINGTON ITEMS.

Washington, Oct. 21.—Internal revenue receipts to-day, $688,000.

Delano and Grant consulted to-day about revenue removals and appointments.

Gen. Belknap takes charge of the War Department on the 1st of November.

The bankers and brokers are again appealing to Delano—this time for relief against back seasons—quite under the recent rulings covering fifteen months.

There are now $4,000,000 more fractional currency in circulation than at any one time since their first issue, but the complaints from the South and West of scarcity are loud.

The receipts from internal revenue and customs the month above a heavy decrease, but so far warrants on the Treasury have been light.

Another decrease of debt expected.

Gen. Sherman has assigned the following to duty: Lieutenant Colonels to registration and election duty in Mississippi: Major Wm. Nelson, Captain Charles Hagan, Major Charles Bennett, Major C. J. Wilcox, Lieut Colonels Louis P. Graham, George L. Spalding, Lieut E. G Hentzlau, Lieut F M. Laude and Lieut W. Crowell.

The President has finally determined upon the appointment of Philip Bradshaw as Collector of the Third Texas District, vice Lane.

The aggregate bonds issued to-day were $2,408,600 in coin will be required to pay the semi-annual interest on five-twenty bonds. There is now on hand amount of funds belonging to the Metropolitan Board have you in your possession?

ANSWER.

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MISCELLANEOUS INTELLIGENCE.

New York, Oct. 21.—Five Spanish gunboats—two from Mystic, under the convoy of a revenue cutter—to watch Aztec Alma has been placed under surveillance.

Father Hyacinthe remains very quiet. His present position is free alienation from Catholic than from Protestant divines.

New York, Oct. 21.—*The Daily News* says: The Guiteau case brought before the Grand Jury this morning, and pending that time the current gold corner, as result of his testimony Gen Butterfield, Sub-Treasurer at New York, and A B Corbin, brother in law to President Grant together with others, have been indicted for conspiracy.

New York, Oct. 21.—The *World* publishes the following letter from Mrs. Grant to Mrs. Corbin: "My husband is much annoyed at your speculations. He tries not to let it trouble him, but I fear he is. Another reason why they must be closed is he cannot stand the abuse. Many of these bonds are different dates; the first issued went about the 15th or 20th of September. The Southern Bank advanced me as many before I received any from the sale of the bonds, as I could not tell exactly what the times were that I received. I kept no account of the dates when I received moneys from Mr. Layton. Mr Layton has it recorded upon his books. I have a balance of $26,633 38. The reason why I have not paid over the funds to Mr. Burbank are as follows:

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Raw beef, it is asserted, proves of the greatest benefit as a diet for persons of frail constitutions. It is reported that physicians are now administering to consumptives a diet of finely chopped raw beef, properly seasoned with salt, and heated by placing the dish containing it in boiling water. This food is given also in cases where the stomach rejects almost every other form of food. It assimilates rapidly and affords the best nourishment, while patients learn to long for it and to like it as much as Dr. Kane did his Arctic dinners of raw seal and walrus.

RIVER NEWS.

Vicksburg, Oct. 21.—Passed down—New York, 8 A. M.; Lady Gay, 9 A. M. River falling very slowly.

Louisville, Oct. 21.—River stationary, with 3 feet 8 inches in the canal.

Memphis, Oct. 21—Passed up—Mary Delvage, Mary Houston, City of Alton. Down—Commonwealth, Virginia, at 12 M.; Era and Hamilton. Weather cloudy and cool. River falling.

FROM SOUTHWEST PASS.

Southwest Pass, Oct. 21, 6 P. M.—Barometer 29.75. Wind southwest, light. Arrived, brig Maria Rosa, Fords, master, 4days from Havana, in ballast, to Pelg Bros. Bark Palmas, Knight master, 50 days from Marseilles, with general cargo to W. H. Huddendorf. Ship Sorrento, Wilson master, 54 days from Liverpool, with a general cargo to Hunter & Co. Sailed, steamships Austin and Morgan. Bound out, steamship Circassian.

FROM PASS-A-L'OUTRE.

Pass a l'Outre, Oct. 21—6 P. M.—Arrived, brig Clara Ewing, Capt. Rogers, 20 days from Boston, with a general cargo to G. A. Fosdick & Co. No departures. Wind southwest and fresh.

[Previous Dispatches.]

San Francisco, Oct. 20.—The Royal English Duke, Edinburg, was entertained by the Mikado at Yeddo. The festivities were grand. The Duke has since departed for Pekin, going as a private citizen, the Emperor of China having refused him a State reception.

An attempt has been made to assassinate the British Minister at Yeddo.

A powerful damio, named Todo, has been assassinated. It is reported that Prince Satsuma and another powerful prince have quarreled, and that war is likely to follow. A number of executions have recently taken place at Yeddo.

The ship Flying Scud, which left Yokohama August 17, encountered a typhoon by which she was sunk, and it is feared all on board were lost.

San Francisco, Oct. 20.—Returns from the judicial elections favor the Democrats.

The steamer Sierra Nevada, hence September 26th for San Louis Potosi, was lost. Her passengers were saved.

It has been raining all day, which will cause heavy loss from damage to the grain which is exposed awaiting transportation.

The steamer America, from Hong Kong, brings a large invoice of Celestials.

Washington, Oct. 21.—Persons here, thoroughly acquainted with the *personnel* of the Tennessee Legislature, have analyzed the ballots, and think Johnson may come within six votes of an election, but think that final triumph is impossible. They regard Etheridge out of the race.

Paris, Oct. 21.—Bourse opened quiet. Rentes 71.22

London, Oct. 21—Noon.—Consols 93¾ *Bonds* 93¾.

Havre, Oct. 21.—Cotton opened quiet, low ordinaries on the spot 1 18¾; low middlings afloat 1 13¾.

Liverpool, Oct. 21—Noon.—Cotton: market quiet, uplands, 12¾ to 12¾; Orleans 12¾ to 12¾; sales 10,000 bales. Red Western Wheat 9s 6d. Flour 24s 6d. Breadstuffs quiet. Pork firm, 110. Lard heavy 71.

New York, Oct. 21—Noon—Money 5 to 7; gold 136¾ to 136¾; sixes, 1881, 113¾; 5-20's of 1862 120; Tennessee, excoupons 91; new 53; Louisiana, old, 76; Levee 6's, 74; Alabama 8's, 92¾; 7's, 90¾; North Carolina, old 47; new, 40.

Society and Government.

[From the Mobile Tribune.]

The individual man being a mass of contradictions and imperfections, society, or the aggregate man, is necessarily so. The government is the exponent of the society for which it was created; hence the self-evident proposition that no system of government can be perfect, even when it fulfills the highest expectations concerning it, that of representing with fidelity the society for whose need it was created. Nevertheless, when we acquire experience like that referred to, we have done all that human nature can do, and we must be satisfied with the result.

But how can such a government be maintained by the people who have been fortunate enough to establish it? The answer to this is that was the exponent of society in the days of our grandfathers cannot be the exponent of society in our day for society, sometimes called the world, is forever changing. We to-day are no more like our revolutionary forefathers than either in our modes of thought, nor in the circumstances that surround us, than they were like their ancestors of the time of Henry VIII. Yet the instrument creating a government answering to the wants of society in their time is claimed to be a true exponent of the present day. The change of society of the present day is manifesting itself in so palpable a form in every throughout the land for "the government as it was."

Growing out of view the truth that a government once overthrown by revolution can never be restored, we do not hesitate to say that the instrument which, in the days of our fathers, was not worth restoring, were it possible to do so, would not meet the wants of society as it is.

The government established by our forefathers depended for its permanence and its prosperity upon the public virtue of the citizens. Take away the virtue and the government becomes a farce. Worse than a farce, an implement in the hands of knaves—very much as the Constitution as now is has been with which sacreligious Samsons beat out the brains of the people. That is precisely what we have seen done in the case of the Reconstruction Acts, passed in accordance with the Constitution which declares that Congress shall guarantee a republican form of government to each of the States. "The best government the world ever saw," because what? A mere assortment of well-conserved lords of the rotten ballot, hanging and quartering communities by virtue of an instrument construed by themselves.

And such it will be while the present form of government exists—even though the Conservation were the gospel of St. John. Let us confine our views to the matter as we see it, with the power to execute what we declare to be its meaning, and we will guarantee that every State in Mobile should be hanged before night.

The government of the United States is a gigantic failure—not worth preserving, were it even possible, which is not the case. Vain, therefore, is the cry of "Let us have the Union as it was." Empty the declamation that should teach the people to base their hopes of the future on the possibility of such a consummation.

We can see the fallacy of such a hope, and still we have hope. The true principles of freedom embodied in the Constitution.

With its fallacies, are older than England herself, from whom our rebel ancestors received them. They may be obscured for a time, as they have often been in the past, but they will triumph in the end if we preserve intact the fastness of the cause to which we belong.

Society will change; new forms of government will arise; but the vital principles of *magna Charta* will not be destroyed. With them preserved we care for nothing else. We can have them in all their vigor and at the same time have enough energy enough to hang the knaves infesting the society it was established to protect. But with knavery triumphant over principle, our condition, by whatever name we may call the Government, is one of slavery.

An Absurd Decision.

The Detroit *Post* says:

Sweet potatoes are grain, like wheat, corn, rye, etc., as has just been legally decided. The law of Congress regulating the tax upon liquors exempts liquors made from fruit from the payment of any other tax than that imposed upon liquors made from grain distillate, whisky is manufactured from sweet potatoes. Some of the revenue officers have been bothered to decide whether sweet potatoes are fruit or grain. The Internal Revenue Commissioner has just decided that sweet potatoes are grain, in the meaning of the law, and that whiskey manufactured from them must pay the grain tax.

Perhaps, says the *Louisville Courier Journal*, the decision of the Internal Revenue Commissioner must be obeyed for the present, but it is entitled to no respect. It is neither correct nor honest. Every farmer knows that sweet potatoes, like Irish potatoes, are not "grain," and that no declaration of any officer or officers of the government can make them grain. They are no more grain than pumpkins, squashes, cucumbers, turnips and apples are. Like these vegetables, potatoes are called "apples of earth." The Revenue Commissioner declares them grain, simply that the whisky made from them may be subjected to the highest tax. His readers at once pronounce decision in favor of the interests of the Government and against the interests of the manufacturers. An impartial decision need never be expected from one Federal officer in twenty where the interests of the government and those of individuals are in conflict. The office-holders, as a general rule, consider it a part of their regular official business to help the people at the Government's natural enemies, to be warred against, right or wrong.

The decisions of Internal Revenue in the West have decided that potatoes, considered in reference to the purposes of distillation, are not grain but fruit. Probably it has not occurred to them that any other decision was possible. They have not been aware that common sense must in such a plain case be set at defiance. They may now be expected to exercise their judgment in obedience to the authority of the Commissioner; and, if sweet-potato whisky must pay as much as rye whisky, Irish-potato whisky must of course pay the same.

Of Edmund Kean's performance of *Lear*, in Massinger's "City Madam," it is recorded that an old lady, who had intended leaving him a large sum of money, was so appalled at the cold-blooded villainy he displayed that she transferred the legacy to a distant relation.

The Most Perfect Iron Tonic.

HEGEMAN'S FERRATED ELIXIR OF BARK.

A pleasant cordial, prepared from calisaya bark and pyrophosphate of iron, possessing the valuable properties of iron, phosphorus and calisaya, without any injurious ingredients. As a preventive to fever and ague, and as a tonic for patients recovering from fever or other sickness, it cannot be surpassed, and is recommended by the most eminent physicians. Physicians in prescribing, and the public in purchasing, should be particular to specify Hegeman's, as there are many inferior articles in the market, purporting to be of the same combination. Prepared only by Hegeman & Co., druggists and druggists, New York, and sold by all respectable druggists.

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MONETARY AND FINANCIAL.

THURSDAY, EVENING, Oct. 21, 1869.

We have no material change to report in the money market. The street rates are still quoted at 1 per cent. per month for A1 note secured by unquestionable collaterals, and 1½ for good, but not first class, 1¼ to 1½ for A1 without collaterals, 2 for good but not A1, and 2½ for second grade. Mortgage paper may be done at 9 to 12 per cent per annum for A1 and 15 for second grade.

Gold opened at 127¾ to 129¾, (against 130¾ at Ne York) and after selling as high as 130¾, closed at 130½ to 130¾. The movement was stimulated by advices of an advance in New York to 136¾ by 12 M., and to 131 at 3 P. M., and with a fair demand for cash gold partly on account of coffee purchases, but mostly for "covering" by parties who had sold "short," a very good business was done at figures ruling nearer the New York price. The sales included $6500 at 129¾, $2000 at 129⅞, $1000 at 130, $5000 at 130⅛, $5000 and $30,000 at 130⅜, $3000 and $15,000 at 129⅝, $3000 and $5000 at 130, $15,000 at 130⅜, $3000 at 130⅝, and $10,000 at 130¾, deliverable to-morrow) at 130½, and $6000 at 130⅜. In Silver a small amount in American half dollars sold at 129, and $800 at 129¾, and 10,000 Mexican dollars at 97¾ to 98 cents, premium in gold. We quote 129¾ to 130 for the former, and 2¼ to 2½ per cent premium in gold for the latter.

The business in Exchange was of a very fair extent and rates ruled still higher owing to the improvement in gold, the market closing at ¾ per cent advance on our quotations of yesterday. The sales of sterling embraced $2,45,000, including $900 A1 clear at 140¾, $10000 and $2000 bill of lading at 140⅜, $5000 A1 bill of lading and $20000 A1 clear at 140⅝, $5000, latter at 140⅝, $3000 do. at 140⅜, $500 at 141, $5000 clear at 140⅜, $5000 bill of lading at 140⅜ to 141⅛, $31,000 A1 bill of lading at 141⅛, (bank's credits) $20000 clear at the same, $1000 and $1500 bank at 141⅛ and $1000 do. at 141⅜. In France there were sales of 450 000 A1 commercial, of which 100,000 at 4 65, 50,000, 100,000 and 150,000 at 462½. Steel rig may be quoted at 140⅜ to 141⅛, A1 bill of lading, long and clear, and 141¾ to 142¼ for bank, and France — to 4 60 for the former and 5 07½ to 5 09¾ for the latter.

Domestic Exchange was stiffer during the early part of the day, but decreased offerings subsequently rates for commercial at the close showed less firmness. The banks checked on New York at par to ¼ per cent. premium, and the sales included $70,000 commercial sight on New York at 3-16 to ¼ discount, $50,000 commercial $100 days and $50,000 private bankers' paper, $15,000 bank and private bankers' at 3-16, $10,000 $15,000 and $25,000 commercial, $10,000 and $50,000 private bankers' and $2,000 bank at $20,000 and $30,000 commercial at 7-32, $20,000 and $30,000 bank at 5-16, $10,000 bank and commercial at ⅜ for the former and ½ per cent premium