NEW ORLEANS DAILY BEE
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TERMS OF THE BEE.
Terms of Subscription—Daily, per annum, in advance, $10; half-yearly, $6; quarterly, $4. Papers of the paper—Single copies, 10 cents.
This semi-Weekly is published every Tuesday and Saturday. Subscription, $5 per annum, invariably in advance.
Rates of Advertising—Ordinary advertisements having the run of the paper, first insertion, $1 to per square; each subsequent insertion, 75 cents per square.
Front or Editorial Page, transient advertisements, each insertion, $1 to per square.
A reasonable discount to those who may contract a year, each insertion.
Front, or Editorial Page, monthly advertisements, each square, $20 per month.
Regular advertisers, who advertise largely, shall be allowed such discount from the above named transient rate as may be agreed upon.
In no case shall such discount cutout to pay cost.
All Business Notices of Advertisements to be charged 25 cents not per line, each insertion.
Transient advertisements must be paid for in advance.
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:
SUNDAY MORNING, FEB. 12, 1871.

The New Orleans Bee.

OFFICE 73 CHARTRES STREET. NEW ORLEANS, SUNDAY MORNING, FEBRUARY 12, 1871. 44th YEAR—Vol. XLIV.—Whole——15,292

VITIATING PUBLIC SENTIMENT.

An editorial article appeared in the columns of the *Times*, of this city, on yesterday, in the course of which our cotemporary associated in the opposition which has been made to those notorious schemes of plunder and spoliation which have been already legalized and are now in process of legalization, "the Governor, the press and a small number of honest office-holders." We protest, so far as we are concerned, against this conjunction of parties. We are entirely ignorant of any honest efforts of Gov. Warmoth to abate the "unparalelled and gigantic corruption" to which our cotemporary has allusion. What "press" does the *Times* mean? The insignificant sheets published in the country parishes to which, under the infamous Printing bill, Governor Warmoth has given an ephemeral life? The independent Democratic press of Louisiana? If the former, it has yet to come to our knowledge that those journals have exercised the slightest influence in the direction suggested by the *Times*. If the latter, we decline most peremptorily to be associated with Governor Warmoth in this connection. Since his advent in Louisiana, his companions and co-workers have been the vilest scum of American society. To be known as an acquaintance even of the Governor, has been enough to direct public suspicion against any one so reckless and to justify the belief that a closer association existed. The maxim that "a man is known by the company he keeps," has been most rigidly applied to all who have sullied themselves by companionship with the Governor. However distant that companionship may have been. That there is an inner circle of society in Louisiana to which Governor Warmoth has not penetrated. He is entirely outside of it, and until he has repented of his misdeeds, must remain with his own class. It vitiates public sentiment to teach that a man who has for selfish purposes inflicted so many injuries upon a people, is entitled to public confidence and support whenever it suits his interest to assume the cloak of virtue. We say now as we have said before that if Gov. Warmoth is a sincere penitent, he must place himself in the hands of those whom he has wronged. He must restore his ill-gotten gains. He must DISGORGE the plunder which he has in his possession. He will not be entitled to a front seat in the synagogue until he has proved that he is actuated by a true sense of the grave offenses he has committed against the people of this State. His sins cannot be pardoned until he proves his hatred of them and intention to change his course of conduct. And no degree of artfulness on the part of his apologists will enable him to evade his just responsibility.

The attention of our commercial readers is directed to the advertisement in another column of Mr. W. Abbatt, 62 Magazine street, agent for the "Star Bagging," who offers for sale 1000 coils Manilla rope of various sizes suitable for plow lines and steamboats; also 500 coils New Zealand rope, assorted sizes.

Thanks to the purser of steamship Grange for late papers from Belize, Honduras.

The Glorious Uncertainty of Jury Trial.

A remarkable verdict was rendered by a jury in the United States Circuit Court in thirty-a few days ago, which has been the subject of much comment in insurance circles. It was an insurance case involving the sum of twelve thousand dollars, and the facts as we gather them from the evidence adduced on the trial were these: A policy for $12,000 issued by the Merchants' Mutual Insurance Company of New Orleans, on a vessel called the "Sailor Boy," engaged in the coasting and West India trade, being on the point of expiration, L. J. Higby & Son, the New Orleans agents of the owners of the vessel, sent to the office of the Merchants's Insurance Company by a clerk to enquire if they would renew the policy and at what rate. This was in December, 1869.

According to his own testimony given in court, this clerk admitted that although he made this inquiry yet he had not effected the renewal of the insurance, the Secretary of the company being unprepared to state the rate of premium. The business was therefore not concluded and nothing more was done at that time. The clerk swears that he made the inquiry on or about December 15, 1869. Mr. Nott, Secretary of the Insurance Company, testified that on December 22, 1869, he received a letter from L. J. Higby & Son, repeating the inquiry, and that he answered the same day, by informing them the rate of premium at which the company would renew the policy. Nothing more was done until January 15, 1870, when the clerk of the Messrs. Higby called again at the office of the insurance company and asked for the policy, under the supposition that the insurance had been effected on 22d December. He was informed by the Secretary of the company that the insurance had not been effected, as he had received no order from Messrs. Higby to that effect. It is proper to say that the clerk swears he called at the office of the company two weeks before, viz: on 31st December, but was unable to obtain the policy on account of the absence of the Secretary. He says he was the same day in the office who told him no one was there who could give him an answer, it being the dinner hour. So that up to the *15th day of January no contract of insurance had been entered into. The preliminaries to a contract* had been entered upon, but the agreement had not been concluded.

On 15th January, the policy was made out and delivered, the premium paid and the risk was made to revert back to December 31, date of expiry of previous policy, and to continue then. Three days thereafter, viz: on the 18th of January, the Merchant's Insurance Company were notified by the Messrs. Higby of the loss of the vessel. This notice was given in an unusual and suspicious manner. The marine clerk of the company discovered on his desk a sealed envelope addressed to the company. On opening it it was found to contain the protest of the captain of the vessel, setting forth the facts connected with her loss. He had been compelled to abandon her at sea, waterlogged, on the 8th day of January, 1870, and reached New York by another vessel on the 18th of same month. It was proved on the trial that a telegram, announcing the loss of the "Sailor Boy," had been received by Messrs. Higby & Son, at New Orleans, on January 16, the day before the insurance was effected. The written application of Messrs. Higby & Son for this insurance, which is on file in the Court as part of the testimony in the case, bears date January 15. When, therefore, Messrs. Higby & Son signed this application and paid the premium to the Merchants' Insurance Company, they knew that the vessel had been lost, but they concealed the fact from the Insurance Company, whose first knowledge of the loss came to them on January 18.

Now will it be believed that an intelligent jury rendered a verdict in favor of Messrs. Higby & Son on the evidence above stated? It is even so. We have no doubt the members of the jury were conscientious in their belief that the insurance had been effected prior to the loss of the vessel and that the Insurance Company were justly liable. But the methods of reasoning sometimes resorted to by juries to justify their verdicts are very mysterious and past finding out. No wonder that lawyers and officers of court present on the trial expressed their astonishment at this unaccountable decision, but it is only another illustration of the glorious uncertainty of jury trials. As to the law of the present case it is perfectly clear that insurance is never effected until the agreement of the parties to the contract has been concluded. Preliminaries to an agreement are not the agreement itself. An application for a policy of insurance will be given for all shipments of freight. The attention of cotton shippers is called to this rule as dispatch and low rates are insured. Claims for overcharges and damages will be settled promptly.

"Rates lower than by any other road in the South."

THE MINISTER TO DENMARK CASE. The question of compelling the Foreign Relations Committee to report back the nomination of Mr. Cramer for the office of Minister to Denmark, with a view to its rejection by the Senate, is agitated in the Senate in secret session, and it is said that Mr. Sumner has introduced his amendment the other day. It is proposed to supplement said to be introduced that it is the sense of the Senate that the nomination be referred to the Senate, during which a debate will be had and read the names of twenty-seven Republican Senators and twenty Republican Senators have expressed to Mr. Sumner.

There is a well-founded fear expressed that the President will veto the bill to repeal the Tenure of Office act, if it shall be passed by the Senate. Such a veto would be a fatal blow to the Republican party.

CITY INTELLIGENCE.

In another column of this issue appears a certain marriage announcement. It is that of our friend and professional brother, John D. S. Dimitry, of the *Times*, of this city, who then suddenly and without the slightest warning, has dared to steal a march" upon his many competitors for membership in the order of "Benedicts." We have his voluntary confession of the fact under his own hand and seal, and, sitting on the bench of judgment, we pronounce upon him sentence of perpetual confinement to the haven of domestic blessedness.

AMUSEMENTS.

ST. CHARLES THEATRE.—The third week of Lotta's engagement begins tonight, when "Little Nell" and the "Marchioness" will again be performed. The public, it would seem, cannot be satisfied with her repetitions. The house was as full last night as if the play was being presented for the first time, and the accomplished artiste merits this public appreciation, for, in her peculiar style, she is eminently successful.

ACADEMY OF MUSIC.—The Academy was thronged last night, the Japanese troupe giving their last performance in this city. They will be succeeded by Mrs. James A. Oates' Opera Bouffe troupe, with whom the enterprising managers have made an engagement, and who have been mentioned by the press of other cities as being talented and accomplished artists. The announcement of the engagement of the troupe has excited expectation to a high pitch, and to-morrow night the public will have an opportunity of judging their deserts.

BALL OF THE FIFTH LOUISIANA VOLUNTEERS.—Complimentary tickets from Lieut. Holyland, Chairman of the Committee of Arrangements, pleasantly reminded us that the ball of the Fifth Regiment of Louisiana Volunteers, organized after the completion of the First Regiment, takes place on Wednesday night next, at Odd Fellows' Hall. The preparations making for the entertainment and the auspices under which it is to be given warrant us in predicting that it will be a most agreeable reunion, a terpsichorean festival that will attract largely the beauty and gallantry of the city.

We acknowledge the courtesy of invitations to attend the festivities of the Mistik Crewe of Comus at the Opera House on Tuesday evening next.

ECONOMY.—By using Mrs. Whitcomb's Syrup for children among a doctor's bill can be saved and much suffering averted. Read the advertisement in another column.

LOUISIANA LEGISLATURE.

THIRTY-FOURTH DAY.

SATURDAY, February 11, 1871.

Senate.

Lieutenant Governor Dunn called the Senate to order at noon.

Twenty-six members present.

Prayer by the Chaplain.

Reading of the minutes of the previous day dispensed with.

PETITIONS AND MEMORIALS.

By Mr. Gallup—From citizens of Iberia asking for appropriation for drainage.

By Mr. Kent—Relative to repealing the jurisdiction of the Third District Court to try cases where the amount involved exceeds twenty-five dollars and is under one hundred dollars; also, relative to the Justices of the Peace. Referred to Judiciary Committee.

ACCORDING TO NOTICE.

By Mr. Campbell—To incorporate the Mississippi Valley Railroad Company. Referred to Committee on Railroads.

By Mr. Kelso—For relief of Mrs. Mary Barlow. Referred to Committee on Claims.

Mr. Ingraham, by consent, introduced a bill for the relief of Gertrude Lipshute. Referred to Committee on Claims.

A bill to incorporate the New Orleans Building Association was introduced.

By Mr. Butler, by consent—For the relief of Victor A. Neville. Referred to Committee on Claims.

By Mr. Kelso, by consent—To encourage the establishment of manufactories of raw materials, and relative to taxes therefrom. Referred to Committee on Commerce.

By Mr. Anderson—To improve the navigation of Bayou Courtableau. Referred to Committee on Drainage.

No business of importance was transacted from this to the hour of adjournment.

The Tenth-cath Bill.

[From the New York World.]

The bill recently passed both Houses of Congress to relieve certain classes of persons from the necessity of taking the test oath, or "iron-clad," previous to entering on office under the Federal government, may have the signatures made clearer by a word of comment. The political disabilities originally imposed on the Southerners are summed up in two branches; the fourteenth amendment, excluding from office all who held office before the war; and the "iron-clad," excluding all who stood by the South in the weapons though not holding office before. By act of Congress of July 11, 1868, it was provided that those amenable to the fourteenth amendment should, on having the disabilities thereby imposed removed, take a certain form of oath before entering on office, and the bill just passing Congress is to allow all who are not amenable to the fourteenth amendment but are to take "iron-clad" to hold office on taking the same oath. The act for those relieved from the fourteenth amendment is as follows:

An act prescribing an oath of office to be taken by persons from whom legal disabilities shall have been removed.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whenever any person who has participated in the late rebellion, and from whom all legal disabilities arising therefrom have been removed by the act of Congress by a vote of two-thirds of each House, hereafter shall be elected or appointed to any office or trust in or under the Government of the United States, he shall before entering upon the duties thereof, in lieu of the oath prescribed by the act of July 2, 1862, and amendatory thereto, be allowed to take and subscribe the following oath or affirmation: I, A B, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me God.

Approved July 11, 1868.

The bill just passed repeals so much of the "iron-clad" only reads thus:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That when any person, who is not rendered ineligible to office by the provisions of the Fourteenth Amendment to the Constitution, shall be elected or appointed to any office of honor or trust under the Government of the United States, and shall not be able, on account of his participation in the late rebellion, to take the oath prescribed in the act of Congress approved the 11 of July, 1862, and amendatory thereto, or to take the oath prescribed by the act of July 2, 1862, and subscribe the following oath or affirmation: I, A B, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me God.

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