

NUMBER 10.

There in a long table is the

ed bottles, where all kinds of soups and drinks are dispensed; a side-table filled with glasses of tea presided over by a woman in peasant's dress. The waiters are dressed in black, with white Berlin gloves. As the larger portion of the travelers are foreigners,

there is a good deal of pantomime language and action, and you constantly witness the spectacle of two persons jabbering fiercely to one another in different languages, each of the speakers being perfectly aware at the time that what he says is perfectly

ly unintelligible to the other. This amount of change to be returned out of a rouble note is the never-failing topic of discussion; and I am afraid if the sacred image enshrined in a gorgeous gilt frame which is hung in every refreshment room, acts the part c

the recording angel, the number of oaths daily written down in many languages must be something terrible. A bell rings, the passengers slowly reswathe themselves in their furs, re-enter the cars leisurely, and the train starts and goes tardily away. Not

ing moves quickly in connection with a Russian railway. Again for another twenty miles or so you pass on through a track of snow and pine woods, and then you reach another interesting place.

When Men are at Their Best.

Dr. Beard states that from an analysis of the lives of a thousand representative men in all the great branches of human effort, he made the discovery that the golden decade was between 30 and 40, the silver 40 and 50, the bronze 50 and 60, and the brazen between 20 and 30, and the iron between 10 and 20. The superiority

between the youth and middle life over old age in our national work appears all the greater, when we consider the fact that all the positions of honor and profit and prestige—professorships and public stations—are in the hands of the old. Reputation, like money and position, is mainly confined to the old.

have done the work that gives them a fame. Portraits of great men are a sly; when men have become famous, which, the average, is at least twenty-five years, ter they did the work which gave them fame. Original work requires enthusiasm

If all the original work done by men in the last forty-five years were annihilated, they would be reduced to barbarism. Men are at their best at that time when enthusiasm and exposure are most evenly balanced; this period of the average is from thirty-eight to forty-five. After this time the law is the same; the enthusiasm but enthusiasm declines.

It is at least strange that while the Czar of Russia and his imperial brother William, of Germany, have

lately exchanging the most emp  
assurances of their desire to rem  
peace with all their neighbors,  
are now taking extraordinary  
ures to place their respective n  
on the most powerful war footing  
known in history. The German

known in many  
aments are being perfected and  
tended, and the Emperor Alex  
has just issued an ukase making  
tary service compulsory for all  
sian subjects below the age of  
five, the result of which will be  
of over two million

to an army of over two million men. This is carrying out the old saying "In peace prepare for war and in war have peace." It is a vengeance.

It is fortunate for this country that we have no powerful neighbors of the calibre of William and Alexander.

ed with  
changing  
throughout  
rate St.  
boundary  
or cut-

otherwise our present load of  
would be more than doubled  
the necessity of emulating  
"peaceful" preparations.—*N.*  
*ayunc.*

GAD'S HILL MEN AGAIN.—News

waste of  
the eye  
uses you  
might be  
hands.—  
from the

ally some  
shops at  
own, not  
near dis-  
stands

of sheep-  
the plat-  
bayonet,  
time the  
or out.—  
ems to be  
logs with

the shield of the family, and sprung the design of the stripes, the alternate red and blue of the American flag correspond to the stars, which parallel peculiarity of being

Says a late special: A new  
Mr. Creswell's favor has come  
the person of Dr. Mahlon Loom  
ington, who has patented an  
graph," by which he claims to  
it messages through the

aspect of them from alike, only new wooden ones in the is their in- olts slower

house-keeping, so rumor says, on boarding. Cause—Mrs. Amelia "social equality" as practically in Jackson.

line of it with a  
fast felt in the paper by the lac  
in finding out what the missing  
contains.

\_\_\_\_\_



Figure 1 shows a dense field of stars, likely the Pleiades cluster, with many stars appearing as bright, out-of-focus disks. The stars are distributed across the frame, with some appearing in small groups and others isolated. The background is dark, and the stars vary in brightness and size, suggesting different distances and masses.

# The West Alabamian.

CARROLLTON, ALA.  
A. HENRY AND L. E. GILBERT  
PUBLISHERS AND PROPRIETORS.

Wednesday, Mar. 11, 1874.

## Letter from Gordo.

We call attention to a letter in our columns, signed by a number of our citizens residing near Gordo. It is upon the subject of a County Convention to nominate candidates for the various offices, to be filled at the election this fall. This election will be one of the most important that has ever been held in our State, and if properly managed will result in a most triumphant victory to the Democratic and Conservative party. But if lost through divisions in our ranks will result in utter ruin and disgrace to our State. We have no right to call a convention ourselves. That must be done by the people of the county, and they are invited to speak out their sentiments on that subject. You have the views of the Gordo precinct, in the letter we publish to-day, signed by a large number of prominent citizens residing there. What say the other precincts? Our columns are open for an expression from the people.

## Spencer and Sykes—Senatorial Contest.

We copy below some comments from Washington City upon the Senatorial contest from Alabama now pending in the United States Senate. The testimony has been fully heard before the Senate Committee, the argument has been made by able counsel representing Spencer and also by counsel of Dr. Sykes, and the matter is now all ready for action before the Senate. What the determination of the Senate may be we know not. If they enforce strict legal principle Dr. Sykes will be seated and Spencer ejected. If they recognize the legislature brought together upon the suggestion of the Attorney General, as the legal Legislature of Alabama, and refuse to recognize either the Capitol Legislature or the Court House Concern, then both Spencer and Sykes will be set aside and a new election must take place. No Senator was elected by the Attorney General's Legislature. That was the only Legislature recognized at Washington. And if the Senate should take that view of the question, then both claimants will be set aside. We rejoice that Dr. Sykes has had the manhood to claim his seat as the representative of the true people of Alabama. We are glad that in spite of heavy expenses, loss of time and at almost every sacrifice he has presented the facts of this case before the people of the country, and demanded that the United States Senate should pass upon their merits. The cause he represented was the cause of the people of Alabama. He has done what he could to make that cause triumphant. He has fought out the good fight. The responsibility of the decision is now with the United States Senate. If partisan feelings shall control the Senate in reference to this matter then there is no hope for us, and it will show that the Senate of the United States for party purposes is willing to perpetuate any iniquity; even to forcing upon us as Senator, a man without qualifications, moral or intellectual, and a carpet-bag adventurer elected by a Court-house mob. We thank Dr. Sykes for the manly fight he has made for the seat and hope it may result in his being seated as our Senator instead of Spencer. Read the following from Washington:

WASHINGTON, February 26.—Senator Spencer's case before the Senate Committee on privileges and elections looks rather dark. The arguments by counsel which have now closed established the facts substantially as they were recently related in the "Tribune," and seem to have convinced a majority of the Committee that Spencer has, to say the least, no *prima facie* right to a seat in the Senate. The body of men who met in the State House in Montgomery was, without doubt, the legal legislature of the State, since all of its members held certificates signed by the Secretary of State, and there were enough of them to constitute a quorum. If that body was the Legislature, then the assembly in the Court-house, which chose Spencer, was not, and he was not legally elected.

Spencer's counsel replies that the certificates of the seven members from Barbour county were fraudulently given by the Secretary of State, but as he is unable to prove this assertion amounts to nothing. The probable result will be a resolution to unelect Spencer. When it comes to the proposition to seat Sykes, the result is doubtful. This body that chose him was doubtless the Legislature of the State, a quorum was present, and his election was every way regular in form. It has been repeatedly and universally decided that the usurping of a member of a legislative body does not affect the validity of the acts of that body while he was a member. Sykes has, therefore, without doubt a legal right to the seat. But his moral right is not so plain. When the rival assemblies in Montgomery fused, the Republican contestants from Barbour county were admitted to seats by a unanimous vote, and nobody has ever questioned the legality of this action. While the body that elected Sykes, therefore, was legally the Legislature, that which voted for Spencer was morally so; and while the Senate will not probably retain a man in its seat whose claim is moral and not legal, it will not be likely to vote to seat a man whose claim is only technically legal. The more probable course will be to declare the seat vacant, and allow the Alabama Legislature to hold a new election. If this is done, neither Spencer nor Sykes will be returned.

A Chicago correspondent declares that all gentlemen of elegant leisure and aristocracy in Indianapolis, are colored. He will have to "keep dark" in that city himself in the future.

## County Convention.

Messrs. Editors: I hope none of your readers will charge me with impertinence or presumption if I venture to make some suggestions in regard to the political affairs of your county. The people of Pickens know well enough the interest which we, of Columbus, feel in their prosperity; and I am convinced that, sensible as they are, they will not misconstrue my motives in offering timely counsel. Particularly will they appreciate the fact that I feel a deep interest in the maintenance of Democratic supremacy in their county, and it is to this end that I would earnestly recommend to them the incalculable importance of holding a county convention. I advise this course, because I see in your columns numerous announcements of candidates for the various offices which are soon to be filled by election; and though all of the gentlemen who offer themselves for preferment, are undoubtedly well qualified for the desired position, still, a scattered army is very easily defeated by a small but well organized troop. While your lions and bears are contending for the prize, some fox may sneak in, steal the beef, and leave you nothing for your toil. The radicals are hungry; they are chronic office-seekers; they are wide awake and watching every opportunity. You should give them no chance to disgrace the fair escutcheon and blot the glorious record of your noble county. We are probably in a better position, up here in Columbus, to observe the tactics of the few radicals whom you have in your midst, than you are in; for this place is a kind of rendezvous for them, where they meet to consult, get advice, and concoct their schemes. To get possession of your county, would be a glorious victory for them, which they would trumpet all over the land; and the moral effect of it would be disastrous to the entire State; it would depress the spirits of the Democrats all over the State, by leading them to believe that their cause was losing ground. I therefore suggest, that several of your leading citizens, if you have no executive committee, at once issue a call for a county convention; that the various beats immediately hold meetings and appoint delegates to the convention; and that these gentlemen who aspire for office, submit their respective claims to the convention. This is the way to certain success; any other course will undoubtedly be dangerous, and may result in disgraceful disaster.

The people here expect you to manfully maintain, as you have hitherto done, the Democratic dignity and integrity of your county; and by no means, for no consideration whatever, to put in jeopardy your present supremacy of intelligence and respectability.

COLUMBUS, March 9th.

## Harmony Will Insure Victory.

We earnestly pray that there may be no discord in the ranks of the Conservatives of Alabama this year. Success is everything to us now. The moral influence of victory in the coming canvass will atone for every defeat in the ulterior aims or acts of the party. Central Alabama is suffering intolerably by the rule of the common enemy. It is no time for the people of the "black belt" to be precise about the terms upon which they shall go into the struggle. All we should ask from the white counties is that they will rescue us from the banes of Mongrel rule. We are oppressed with taxes, cursed with carpet-baggers, often bullied by negro mobs. We ask only for deliverance. Our sign is that of distress. We wish to be freed from county officials who rob and insult us. We wish for laws that will check the stealing which cripples our planters. We wish for judges, magistrates, and juries who are impartial and unprejudiced. We wish for the burthen of taxation to be lifted from us. We are not concerned about paying illegal bonds for they will never be paid by any legislature chosen by and from the tax-payers. We are not concerned about the section which should furnish the State officers, for any honest Conservative will be acceptable to us. The branch of the legislature which holds over is conservative. The next canvass will be a splendid opportunity to secure the other branch and the other departments of the State government. If we miss it, Alabama will languish, and her fate will remain in suspense. When Alabama is free there will be time enough to make a demand of the claims of the present. We are not "distinct as the billows but one as the sea."—Ex.

## The Capture of Bilbao, Spain, by the Carlists.

FOR some days past our news dispatches have pointed to the probable capture of Bilbao by the royalist forces in the North of Spain. At last Bilbao has fallen, and the Carlists are in possession of the city. This is a much more serious matter than at first sight appears. After the fall of Cartagena, which did so much to strengthen the hands of Serrano, it was the almost universal belief that the end of the Carlist war in the North was close at hand. Reinforcements were sent to the Northern army, fresh officers were put in command, but the Carlists remained strong in Bilbao and other of their old strongholds. It was thought that the struggle could not continue, and the general feeling was that Bilbao would soon be relieved. Moriones, however, from whom so much was expected, was badly defeated, and now we learn that the town has submitted to Don Carlos. A later report shows that the Carlists have found fresh courage, and we are told that at Somorrostro, a village some fifteen miles distant from Bilbao, the republican troops were surprised and completely routed. With all their apparent success it is not possible that the Carlists can finally win the day. It is undeniable, however, that this Carlist victory is a bad blow to the Serrano government, and it will not be at all wonderful if at an early day Madrid should witness another coup d'etat.

A very rare and flattering compliment was paid to the new Chief Justice of the United States Supreme Court, Mr. Waite, on his quietly taking a seat upon the floor of the House, in Washington, on the afternoon of the 20th ult. His presence speedily became known, and a motion was carried unanimously that a recess be taken in order that the members might be introduced to the Chief Justice. He was escorted to the open space fronting the speaker's chair, and Mr. Waite, as each member passed by, introduced him. The Chief Justice shook hands heartily with every member, and showed his gratification at the cordiality of his reception and the unusual honor conferred upon him. The House very rarely interrupts its proceedings in this way, and the matter now distinguished the afternoon session.

A Chicago correspondent declares that all gentlemen of elegant leisure and aristocracy in Indianapolis, are colored. He will have to "keep dark" in that city himself in the future.

## The Difference.

The Greenville Advocate, a staunch Conservative, notes the language of the Talladega Home, a wretched Mongrel. The Home says: "Let every Republican place all selfish interests behind him, and look solely to the good of the party in all that he may do." That is the sentiment of all the Radical rings. It is that which separates them from the honest people of the country. The Conservatives say, "Let every man look solely to the good of the country and to the people." The Radical works for himself, his ring, his party. The Conservative works for the good of his country and his fellow men.

THE NEXT FAIR.—At a regular meeting of the Board of Directors of the East Mississippi and Gulf of Mexico Fair Association, the following was adopted: Resolved, That a premium of \$300 be offered for the best exhibit made by any farmer, gardener, or individual, of improved farm, garden, orchard and dairy products, stock, domestic manufactures of wearing apparel, poultry, preserves, pickles and wine.

Two instances of good conduct in young men have come to our knowledge. Mr. Jas. Gaston has taken to the plow-handle, and Mr. Lary Van Hook is learning the carpenter's trade. Let them stick to their honorable and noble calling, and they will win the praise and respect of all good men, and earn a competent livelihood for themselves.—Col. Index.

The Union Springs Herald and Times has hoisted a State ticket, viz: Governor, G. S. Houston, of Limestone; Lt. Governor, R. H. Powell, of Bullock; Secretary of State, W. V. Chardavoyne, of Lawrence; Treasurer, J. P. Grant, of Colquhoun; Attorney General, W. H. Chambers, of Russell; Supt. of Education, O. S. Smith, of Lee; Congress at large, J. T. Morgan of Dallas, J. W. Taylor of Talladega; Supreme Court, J. R. Hamilton of Mobile, W. M. Byrd of Dallas, R. O. Pickett of Lauderdale.

Chief Justice Waite's grandfather lived to the respectable age of ninety years—and as men generally "take after their grandfathers," it is inferred that another Chief Justice will not be wanted till the twentieth century shall have become well advanced, as he is now at the age of fifty-eight years—say in the year 1906. This is a bad look for living lawyers above the age of thirty years, almost all of whom will have gone to their long home "to another and hotter world," as Dr. Kleebocker puts it—by the time specified.

The Louisville Courier-Journal of Friday last says that it had the honor of a call yesterday from a prominent colored statesman—an ex-attorney-at-law of Mississippi—"How did it happen?" we inquired, during the very able conversation which ensued, "that while the entire expenses of your State government in 1865 amounted to but \$235,248.04, your public printing alone cost you in 1870 no less than \$331,945.00?" "Well, I don't exactly know how it is," answered this Christian statesman, "but do, look it down at Jackson, such things as public printing has no means here lately."

DEMORALIZED CONDITION OF NORTH CAROLINA.—Senator Ransom, who has just returned from a visit to North Carolina, reports the condition of that State, so far as the cotton and tobacco interests are concerned, as worse than at any time since the war. He states that while the cotton crop will be large the prices will be low, and hence not so remunerative as heretofore. The higher the price of cotton, the lower the market for the crop, and also on account of the foreign buyers having anticipated it by contracts when gold was high. The higher the price of cotton, the lower the market for the crop, and also on account of the foreign buyers having anticipated it by contracts when gold was high. The higher the price of cotton, the lower the market for the crop, and also on account of the foreign buyers having anticipated it by contracts when gold was high.

The Government annually appropriates money enough to clothe and feed all the Indians of the continent, and yet many of them are naked and starving to death. The purchase of a few tons of hemp with which to hang Indian agents would be one of the very best investments the Government ever made.

Senator H. R. Pense recently elected to fill the short term in the United States Senate, vacated by Gov. Ames, left for Washington last night, to present his credentials and enter upon the performance of his duties. We respect for Mr. Pense the consideration of the hands of his colleagues in Congress which his abilities and his high standing as a man and a deserving citizen entitle him to receive.—Mississippi Pilot.

As a remorseless plunderer of the people, as an unwieldy moral and political incendiary, Pense is justly entitled to the earnest and assiduous "consideration" of the police authorities of the city of Washington! To the gentlemen of the Senate—there are a few yet in that body—who will be compelled to tolerate the presence of Pense, we commend the blistering exposure of him by the late Attorney-General Morris, made two years since. By the by will not some friend furnish us with a copy of the merciless exhortation that Morris administered to this Freedom's Bureau cur? It will afford us great pleasure to supply the members of the Senate with the information it contained. With that in their possession, they will keep their hands on their pocket books, and see that their silver spoons are always under lock and key when Pense is around.—Vicksburg Herald.

It is announced from Washington that Hon. Alex. H. Stephens has had a relapse, and is lying at the point of death.

The Ohio Constitutional Convention has adopted an amendment conferring the veto power upon the Governor, and making a three-fifths vote of the Legislature necessary to overcome it.

Saloon keepers are anxiously waiting developments in the approaching whiskey war said to be commencing in this city. Yesterday and to-day hundreds of men purchased cork screws and sumpkins by way of laying in stores and supplies in their rooms, to be used when the saloons are blockaded by militia.—Memphis Ledger.

## Decision of the Supreme Court.

January Term, 1874.  
Copied from the Montgomery Advertiser.  
4th Div. No. 24.—James E. Gaston vs. S. J. PETERS, C. J.

This is an action of Assumpsit brought to recover back money alleged to have been paid under protest for taxes, penalties and fees improperly collected by the Tax-Collector. The evidence offered on the trial below is all set out in the bill of exceptions. In this there does not seem to have been any conflict. It is then equivalent to a case agreed. On the case thus made the Court charged the Jury: "That if they believed all the evidence in the case, the plaintiff is not entitled to recover in respect to anything beyond the assessor's fees, which the preceding charge authorized him to recover, and interest from the time the fees of the assessor were paid by the plaintiff."

These charges were refused and the defendant again excepted. The testimony shows that the plaintiff was an inhabitant of the county of Bullock in this State during the year 1869, when the tax in controversy was assessed and collected, and that the defendant was the Tax-Collector of said county during the same year and the year following. It also appears that certain lands in said county in the said year, 1869, were assessed to "Owner unknown," which lands were described in the Assessor's list as "Section 18, of Township 14, in Range 24, containing 640 acres;" and "Section 19, of Township 14, in Range 24, containing 640 acres;" and "Section 30, of Township 14, in Range 24, containing 400 acres."

There were no values proven to have been affixed to these lands thus described. The taxes assessed on these lands were not paid, and they were advertised by the Tax collector for sale as the lands of a delinquent Tax-payer. This advertisement was made in a proper newspaper and in proper form, except as to the description of the lands; which it is contended by the plaintiff were improperly made. These lands were described in the advertisement in the newspaper, not in tracts of whole sections as they had been assessed, but in tracts of subdivisions of a section each, which made instead of three divisions by sections, sixteen sub-divisions of forty acres each in each section: That is forty eight tracts of forty acres each in all. Of these lands the plaintiff was the owner of said sections 18 and 19, and the N. ½ of N. 10, and the N. ½ of the N. W. ¼ of section 30. On these lands thus belonging to the plaintiff he paid the Tax-collector for State and County taxes \$316.30, which sum included also, "interest at 10 per cent, and penalties, forfeitures and costs. And fees, in said sum of \$316.30, were included on State and County taxes as upon an assessment for a double Tax; also the sum of \$36.00 for making thirty-six levies; the sum of \$36.00 for advertising said lands, and the sum of \$27.00 for Tax-assessor's fees for assessing said lands, and all of which costs, fees and taxes "were demanded by the defendant as such Tax collector to be paid by the plaintiff under protest as is hereinafter more fully stated and explained." There was no proof of any levy on the personal property or on said lands, or of any notice to plaintiff under section 34 of the Revenue Law of December 31, 1868. It was also shown that the plaintiff lived in a few miles of the Court House of the county, where the lands were advertised to be sold, and was a subscriber to and a reader of the paper in which said advertisement was made, that said lands would be sold for the taxes unless paid before the sale. On the day appointed for the sale under said advertisement, the plaintiff went to the defendant, still being Tax collector of said county, and "procured him to withhold said lands of plaintiff from sale, by promising and agreeing to pay the defendant the whole amount of the taxes, dues, costs, fees, &c, which appeared from said advertisement to be due upon said lands of plaintiff, if the defendant would indulge the plaintiff till next day." And on said next day, under said agreement "the plaintiff did pay said sum of \$316.30." And said plaintiff at the time of said payment, did not before, did protest against the payment of the fees, but not against the payment of the State and county taxes included in said sum of \$316.30. "Soon thereafter and without notice of any claim by said plaintiff to said State and county taxes, the defendant paid the same over properly to the proper State and county officers."

The regular fees for advertising lands so advertised by Tax Collectors was one dollar for each tract, whether it was described by sections, or by subdivisions in less than a section. That is, if the description was by subdivisions each subdivision was charged as one tract, and if by sections, the section only was charged as a tract. The sections and the subdivisions of sections were each charged at the same price. The advertisement was in the usual form, save said description. It is unnecessary to go into any question arising out of the improper levy or collection of the taxes assessed upon the plaintiff's lands or the interest or penalties thereon, as the plaintiff paid these without protest or objection. They were therefore paid willingly with a full knowledge of all the facts on the part of the plaintiff. Such a payment to the Tax Collector, who does not receive or hold the money thus obtained for his own use, does not subject him to a recovery after he has paid the taxes, interest and penalties to the county and State officers, entitled to receive them, and before he is notified by the claimant not to do so. [Hall vs. Shelby, 4 John 240; Hearnay vs. Pringle, 7 John 179; Crutcheff vs. Pringle, 10 Ala. 702; 1 Chitt. Pl. (100) 100.] The Tax collector is not an agent of the government. There is no action of the authorities of the county against him for neglect of duty. The Law under which he was acting. No double taxes or forfeitures can be imposed by the assessor, and collected by the Tax collector except in strict conformity with the law. Such laws are penal and must be strictly construed.—The language of the statute is this: Sec. 35. Be it further enacted, That having failed to procure from any delinquent a list of taxable property, before the first day of June, the assessor shall ascertain from inquiry, or otherwise, the property and items of taxation, upon which such person is liable to be taxed, to the best of his information and judgment, and assess a double tax upon the same.—Pamphlet, Acts of 1869, page 310. The proof does not show that any such steps were taken to fix the tax in this case at double rates, as above prescribed. Nor does it show that, but any double tax was levied, but only that the lands in controversy were assessed and entered on the assessor's list as "owner unknown." A demand or notice should be given the taxpayer as required by section 34 of the act, before he is in default and liable to pay double taxes. In this case this was not done. [Act Sec. 24 35; and Smith vs. State 43 Ala. 344.] But this tax "under" this promise and agreement. If this was so, and so the proof states it, then the compulsion was the voluntary promise and agreement of the plaintiff, and not the force of official authority exerted by the Tax collector in violation of the law. The plaintiff paid the fees now objected to, not because he acted under illegal compulsion, and unwillingly paid them, but because he had agreed to pay, and acted under his agreement. The protest at the time of payment, cannot, in such a case, be construed to contradict the agreement under which the plaintiff admits he made the payment. It merely means that if the plaintiff had not made the promise he would not have acted under it. This gives some force to both these expressions without the one being held to contradict the other. The jury then had a right to look to the agreement under which the fees were paid as evidence of a gratuitous and voluntary payment. If it was intended as a voluntary payment then the plaintiff could not recover the money thus paid in this form of action. [6 T. L. 681; 3 Taunt. 264; 1 Camp. 124; 84 Ala. 407; supra.] There is no evidence that the promise and agreement under which the fees were paid were extorted. They were wholly voluntary and of the plaintiff's own proposal. It would be denying all force to this portion of the proof to say that the promise and agreement were made under compulsion, and that the payment of the fees was not made under them.

In an advertisement of notice of the sale of lands for a failure to pay taxes, the description of the lands to be sold by the Tax collector under the Act of December 31, 1868, entitled "An Act to establish Revenue Laws for the State of Alabama," should be made as near as possible in the manner directed by that law. "It is required that such advertisement shall state the time and place of the sale, and contain a description of the several parcels of real property to be sold, as the same are recorded on the tax list; the amount of the Tax for each year; and the names of the owners when known, or persons if any to whom taxed. The Collector is directed to charge and collect in addition, interest, forfeiture and cost on each tract, and the price of advertising the same for sale." [Pamph. Acts 1868, p. 297; 817 sec. 63.] It is evident from this, that the Tax Collector should, as a general rule, use the same descriptions of the lands in the advertisement, that are found "recorded on the Tax list" made by the assessor. If the tract is as large as an entire section, in one body, and all of equal value, the description should be by Section, Township and range, with the proper numbers affixed to each of these particulars. In such case, the sectional descriptions are enough. But as the Sections are differently numbered, each Section should be included in a tract by itself and divided only when the parts are differently valued; those parts of the same value being included in the same parcel. The divisions and subdivisions of the Section should be described in like manner. [Pamph. Acts, 1868, supra p. 311, Sec. 33, 39; 10 p. 310; Sec. 33; 10 p. 306; Sec. 10.] But it is sufficient, if the Tax Collector follows the descriptions entered in his list and recorded by the Assessor. Here the proof shows that the assessor was entered of record by the assessor was by section only and not by the sub-division of the Section. There were three Sections and three entries on the book of the assessment. The advertisement should have followed this manner of description. Then there should have been but three assessments, fees allowed the Assessor, and a fee for advertising three tracts, and no more. Then, the charges for these services demanded and paid were too high, and illegal. But for the reasons above shown, the plaintiff waived his right to object to them, and consented to pay them "under his promise and agreement," shown in the proof as above. It follows, from the above and foregoing, that the descriptions of the lands in the Tax collector's advertisement of notice of sale for unpaid taxes, should follow these rules in the recorded list of the assessment. These descriptions must be the guide of the Tax Collector. He has no warrant to increase the cost beyond this, either for fees to the assessor or for paper, postage, or otherwise, for the advertisement. This is the limit which the law prescribes, and as costs are paid, it cannot be enlarged by construction.

The recommendation of the grand jury to the Judge of Probate to have lists of the taxable lands of the county made out in subdivisions of the sections for the convenience of the people of the county, though very proper in itself, cannot have so influence in this case, except to

is notified by the claimant not to do so. [Hall vs. Shelby, 4 John 240; Hearnay vs. Pringle, 7 John 179; Crutcheff vs. Pringle, 10 Ala. 702; 1 Chitt. Pl. (100) 100.] The Tax collector is not an agent of the government. There is no action of the authorities of the county against him for neglect of duty. The Law under which he was acting.

No double taxes or forfeitures can be imposed by the assessor, and collected by the Tax collector except in strict conformity with the law. Such laws are penal and must be strictly construed.—The language of the statute is this: Sec. 35. Be it further enacted, That having failed to procure from any delinquent a list of taxable property, before the first day of June, the assessor shall ascertain from inquiry, or otherwise, the property and items of taxation, upon which such person is liable to be taxed, to the best of his information and judgment, and assess a double tax upon the same.—Pamphlet, Acts of 1869, page 310.

The proof does not show that any such steps were taken to fix the tax in this case at double rates, as above prescribed. Nor does it show that, but any double tax was levied, but only that the lands in controversy were assessed and entered on the assessor's list as "owner unknown." A demand or notice should be given the taxpayer as required by section 34 of the act, before he is in default and liable to pay double taxes. In this case this was not done. [Act Sec. 24 35; and Smith vs. State 43 Ala. 344.] But this tax "under" this promise and agreement. If this was so, and so the proof states it, then the compulsion was the voluntary promise and agreement of the plaintiff, and not the force of official authority exerted by the Tax collector in violation of the law. The plaintiff paid the fees now objected to, not because he acted under illegal compulsion, and unwillingly paid them, but because he had agreed to pay, and acted under his agreement. The protest at the time of payment, cannot, in such a case, be construed to contradict the agreement under which the plaintiff admits he made the payment. It merely means that if the plaintiff had not made the promise he would not have acted under it. This gives some force to both these expressions without the one being held to contradict the other. The jury then had a right to look to the agreement under which the fees were paid as evidence of a gratuitous and voluntary payment. If it was intended as a voluntary payment then the plaintiff could not recover the money thus paid in this form of action. [6 T. L. 681; 3 Taunt. 264; 1 Camp. 124; 84 Ala. 407; supra.] There is no evidence that the promise and agreement under which the fees were paid were extorted. They were wholly voluntary and of the plaintiff's own proposal. It would be denying all force to this portion of the proof to say that the promise and agreement were made under compulsion, and that the payment of the fees was not made under them.

In an advertisement of notice of the sale of lands for a failure to pay taxes, the description of the lands to be sold by the Tax collector under the Act of December 31, 1868, entitled "An Act to establish Revenue Laws for the State of Alabama," should be made as near as possible in the manner directed by that law.

"It is required that such advertisement shall state the time and place of the sale, and contain a description of the several parcels of real property to be sold, as the same are recorded on the tax list; the amount of the Tax for each year; and the names of the owners when known, or persons if any to whom taxed. The Collector is directed to charge and collect in addition, interest, forfeiture and cost on each tract, and the price of advertising the same for sale." [Pamph. Acts 1868, p. 297; 817 sec. 63.] It is evident from this, that the Tax Collector should, as a general rule, use the same descriptions of the lands in the advertisement, that are found "recorded on the Tax list" made by the assessor. If the tract is as large as an entire section, in one body, and all of equal value, the description should be by Section, Township and range, with the proper numbers affixed to each of these particulars. In such case, the sectional descriptions are enough. But as the Sections are differently numbered, each Section should be included in a tract by itself and divided only when the parts are differently valued; those parts of the same value being included in the same parcel. The divisions and subdivisions of the Section should be described in like manner. [Pamph. Acts, 1868, supra p. 311, Sec. 33, 39; 10 p. 310; Sec. 33; 10 p. 306; Sec. 10.] But it is sufficient, if the Tax Collector follows the descriptions entered in his list and recorded by the Assessor. Here the proof shows that the assessor was entered of record by the assessor was by section only and not by the sub-division of the Section. There were three Sections and three entries on the book of the assessment. The advertisement should have followed this manner of description. Then there should have been but three assessments, fees allowed the Assessor, and a fee for advertising three tracts, and no more. Then, the charges for these services demanded and paid were too high, and illegal. But for the reasons above shown, the plaintiff waived his right to object to them, and consented to pay them "under his promise and agreement," shown in the proof as above. It follows, from the above and foregoing, that the descriptions of the lands in the Tax collector's advertisement of notice of sale for unpaid taxes, should follow these rules in the recorded list of the assessment.

These descriptions must be the guide of the Tax Collector. He has no warrant to increase the cost beyond this, either for fees to the assessor or for paper, postage, or otherwise, for the advertisement. This is the limit which the law prescribes, and as costs are paid, it cannot be enlarged by construction.

The recommendation of the grand jury to the Judge of Probate to have lists of the taxable lands of the county made out in subdivisions of the sections for the convenience of the people of the county, though very proper in itself, cannot have so influence in this case, except to

is notified by the claimant not to do so. [Hall vs. Shelby, 4 John 240; Hearnay vs. Pringle, 7 John 179; Crutcheff vs. Pringle, 10 Ala. 702; 1 Chitt. Pl. (100) 100.] The Tax collector is not an agent of the government. There is no action of the authorities of the county against him for neglect of duty. The Law under which he was acting.

No double taxes or forfeitures can be imposed by the assessor, and collected by the Tax collector except in strict conformity with the law. Such laws are penal and must be strictly construed.—The language of the statute is this: Sec. 35. Be it further enacted, That having failed to procure from any delinquent a list of taxable property, before the first day of June, the assessor shall ascertain from inquiry, or otherwise, the property and items of taxation, upon which such person is liable to be taxed, to the best of his information and judgment, and assess a double tax upon the same.—Pamphlet, Acts of 1869, page 310.

The proof does not show that any such steps were taken to fix the tax in this case at double rates, as above prescribed. Nor does it show that, but any double tax was levied, but only that the lands in controversy were assessed and entered on the assessor's list as "owner unknown." A demand or notice should be given the taxpayer as required by section 34 of the act, before he is in default and liable to pay double taxes. In this case this was not done. [Act Sec. 24 35; and Smith vs. State 43 Ala. 344.] But this tax "under" this promise and agreement. If this was so, and so the proof states it, then the compulsion was the voluntary promise and agreement of the plaintiff, and not the force of official authority exerted by the Tax collector in violation of the law. The plaintiff paid the fees now objected to, not because he acted under illegal compulsion, and unwillingly paid them, but because he had agreed to pay, and acted under his agreement. The protest at the time of payment, cannot, in such a case, be construed to contradict the agreement under which the plaintiff admits he made the payment. It merely means that if the plaintiff had not made the promise he would not have acted under it. This gives some force to both these expressions without the one being held to contradict the other. The jury then had a right to look to the agreement under which the fees were paid as evidence of a gratuitous and voluntary payment. If it was intended as a voluntary payment then the plaintiff could not recover the money thus paid in this form of action. [6 T. L. 681; 3 Taunt. 264; 1 Camp. 124; 84 Ala. 407; supra.] There is no evidence that the promise and agreement under which the fees were paid were extorted. They were wholly voluntary and of the plaintiff's own proposal. It would be denying all force to this portion of the proof to say that the promise and agreement were made under compulsion, and that the payment of the fees was not made under them.

In an advertisement of notice of the sale of lands for a failure to pay taxes, the description of the lands to be sold by the Tax collector under the Act of December 31, 1868, entitled "An Act to establish Revenue Laws for the State of Alabama," should be made as near as possible in the manner directed by that law.

"It is required that such advertisement shall state the time and place of the sale, and contain a description of the several parcels of real property to be sold, as the same are recorded on the tax list; the amount of the Tax for each year; and the names of the owners when known, or persons if any to whom taxed. The Collector is directed to charge and collect in addition, interest, forfeiture and cost on each tract, and the price of advertising the same for sale." [Pamph. Acts 1868, p. 297; 817 sec. 63.] It is evident from this, that the Tax Collector should, as a general rule, use the same descriptions of the lands in the advertisement, that are found "recorded on the Tax list" made by the assessor. If the tract is as large as an entire section, in one body, and all of equal value, the description should be by Section, Township and range, with the proper numbers affixed to each of these particulars. In such case, the sectional descriptions are enough. But as the Sections are differently numbered, each Section should be included in a tract by itself and divided only when the parts are differently valued; those parts of the same value being included in the same parcel. The divisions and subdivisions of the Section should be described in like manner. [Pamph. Acts, 1868, supra p. 311, Sec. 33, 39; 10 p. 310; Sec. 33; 10 p. 306; Sec. 10.] But it is sufficient, if the Tax Collector follows the descriptions entered in his list and recorded by the Assessor. Here the proof shows that the assessor was entered of record by the assessor was by section only and not by the sub-division of the Section. There were three Sections and three entries on the book of the assessment. The advertisement should have followed this manner of description. Then there should have been but three assessments, fees allowed the Assessor, and a fee for advertising three tracts, and no more. Then, the charges for these services demanded and paid were too high, and illegal. But for the reasons above shown, the plaintiff waived his right to object to them, and consented to pay them "under his promise and agreement," shown in the proof as above. It follows, from the above and foregoing, that the descriptions of the lands in the Tax collector's advertisement of notice of sale for unpaid taxes, should follow these rules in the recorded list of the assessment.

These descriptions must be the guide of the Tax Collector. He has no warrant to increase the cost beyond this, either for fees to the assessor or for paper, postage, or otherwise, for the advertisement. This is the limit which the law prescribes, and as costs are paid, it cannot be enlarged by construction.

The recommendation of the grand jury to the Judge of Probate to have lists of the taxable lands of the county made out in subdivisions of the sections for the convenience of the people of the county, though very proper in itself, cannot have so influence in this case, except to



AGRICULTURAL EXPERIMENTS.

REPORT OF DR. E. M. PENDLETON.

Dr. E. M. Pendleton, Professor of Practical Agriculture in the Georgia State College of Agriculture at Athens, read a long and interesting report of the results of his experiments before the recent State Agricultural Convention at Columbus. At the conclusion of his report, Dr. Pendleton presents the following summary:

To sum up the practical bearings of these experiments, they teach: 1. That there is a great waste of ammonia when the guano is used in its concentrated form; it should be mixed with super-phosphate, alkaline salts, etc.

2. That a combination of salts, leaving out soluble phosphoric acid, will pay on our worn soils.

3. That taken separately none of the salts sold as fertilizers to make home compounds will pay. Their virtues, if any, must be in chemical action upon each other, and the substances with which they are composed.

4. That ashes treated with sulphuric acid will greatly improve their fertilizing qualities.

5. That two hundred pounds of a good ammoniated superphosphate is about the quantity to be used on an acre of cotton.

6. That a soil abounding in vegetable matter will pay a much better percent, with commercial fertilizers than one having but little of this substance.

7. That a large amount of fertilizers (say half a ton per acre) will not pay with low priced cotton.

8. That with good cultivation, good fertilizers will pay, even at the lowest rates of cotton; but with bad cultivation they will hardly pay at any price.

9. That while potash is more dispensible to plant-life than soda, the latter may replace the former under certain circumstances.

10. That the di-phosphate of lime, being less soluble in cold water, is not so efficient as the bi-phosphate as a fertilizer.

11. That stable manure, either fresh or rotted, applied with a high graded superphosphate, makes a very efficient fertilizer for cotton.

12. That cotton seed applied with the germ killed, (or green, if put in deep), in conjunction with a good super-phosphate, makes a powerful fertilizer.

13. That lime should never be used in conjunction with a super-phosphate, and the application of super-phosphate to calcareous soils is of doubtful utility.

14. Fertilizers applied during the growth of the crop, to keep up a supply of nutrition to the rootlets will not pay under ordinary circumstances.

15. That ammonia is the most active and efficient form of nitrogen, when applied as a fertilizer, and that organic nitrogen in certain circumstances is more effective than the nitrate.

16. That the value of nitrogen and phosphoric acid to a farmer depends on their forms and combinations, not their commercial value, which is rated according to the law of supply and demand.

17. That the application of soluble manures in a liquid form is better and more efficient than when applied in the dry state.

18. That lime will pay on soils abounding in organic matter; on other soils its application is of doubtful utility.

19. That subsoils do not germinate seeds or grow plants like surface soils.

20. That early planting of cotton will not produce as much as that planted later, when the ground becomes warm, and the plant is not retarded, but grows off vigorously and healthily.

21. That subsoiling cotton lands will pay for the extra labor on our clay soils.

22. That one stalk in the hill will produce more cotton than two or more stalks.

23. That topping cotton is rather a detriment than an advantage to the crop.

24. That cotton planted in narrow rows two and a half feet wide and fertilized on thin land will produce more fruit than in wider rows of a seasonable year.

25. That the difference between a rich and poor soil is probably owing to the amount of available nitrogen and phosphoric acid, held in soluble conditions with the humus or black matter resulting from the decay of plants in which there is always a sufficiency of the other mineral elements.

26. That subsoiling land for corn will pay for the extra labor even of a seasonable year; much better of a dry year.

27. That deep plowing of corn during some seasons, at least on clay land, seems to answer as well, if not better, than shallow culture.

28. That five by three feet is the best distance to plant corn on medium land, of a seasonable year.

29. That pulling fodder does not seriously injure the corn after the milk stage.

30. That superphosphate is the best fertilizer for leguminous plants, not because it is a preferred food, but because available phosphoric acid is deficient in our soils.

31. That large crops of turnips can be made on our thin lands by the application of superphosphate of lime, and inferentially sheep husbandry might be made profitable by feeding on turnips and fertilizing the soil, as well as for the wool and mutton, and the consequent reduction of the amount of cotton by the division of labor.

A correspondent tells this singular story: "Washington churches are doing a business in their begging operations. I was witness a year ago to one of these 'sessions.' General Grant was invited to be present, and he dreamed of what was coming, after the sermon he was compelled to wait two hours in his pew, while three or four professional beggars coaxed, whined, threatened, and denounced the audience. Those present were beseeched to give \$500 apiece, and \$250, and finally \$100 each. It came almost to calling those present by name. I was glad to see that the President refused to surrender to this highwayman's style of begging. There he sat motionless for nearly two hours, and endured the great 'begging feast.'"

"I Wonder Who They're For?"

My ma's been working very hard, And also very sly, And keeps her sewing out of sight Whenever I am nigh. I asked her once what made her stop Her work when I came in; She said she only stopped to get A needle, thread and pin.

The bureau drawer next to mine Is locked both night and day, And when ma wants to open it She sends me off to play. I stole a peep one afternoon, Although it was not right; But, oh! the little things I saw Were such a pretty sight!

The cutest, nicest little clothes, Just big enough for doll— But then I know they're not for her— She needs them not at all. I know they're not for ma, nor pa, Nor me, nor brother "Fleece," For we can't wear such little clothes— I wonder who they're for?

Andrew Jackson was making a stump speech in a country village when Amos Kendall said: "Tip 'em a little latin, General; they won't be satisfied without it." The hero of New Orleans thought of a few phrases he knew, and in a voice of thunder wound up his speech with "E pluribus unum, Sine qua non, Ne plus ultra, Multum in parvo." The effect was tremendous.

A Kentucky grange has had its little romance. Recently a young brother and sister of the Order walked to the front of the Master and were united in marriage. The entire audience was taken by surprise, having had no intimation that there was to be a wedding. Soft eyes began to dart love glances around the grange, and diffident beacons exclaimed that the new Order exceeded their most sanguine expectations, in providing life-partners for the faint-hearted.

The religion founded by Buddha is older by six centuries than that founded by Christ, and is professed by 450,000,000 of the human race.

REESE'S IMPROVED PATENT Farming Implements!

WARRANTED The Best, Cheapest and most Economical Ever Offered the Public.

No. 1. A long, steel-pointed, straight Scooter. No. 2. A long, keen, diamond-pointed Scooter, with one-half patent land-side. No. 3. A long, keen, subsoil, double-ended, turning Scooter, with patent adjustable landside. No. 4. A turning shovel, steel-pointed, half patent landside, and self-sharpening. No. 5. A one-horse turning Plow, with all the high, clean or stiff works equally well. No. 6. A two-horse stubble or prairie Plow, same as No. 5, but larger.

Nos. 1, 2, 3, 4 and 5, fit the same stock—Persons wishing any of these celebrated Plows, together with a great variety of the best CULTIVATORS, HARROWS, SIDE-HARROWS, SWEEPS, SCRAPERs and SEED-PLANTERS, all adapted for a deep, and more thorough cultivation, will please call on my Agents at Vienna or Pickensville, where we intend keeping a full supply, and will sell at reasonable prices.

EDWIN REESE, Inventor and General Agent, Jan 21 1874 9-2m

FOR 1874.

We will say to our friends that we will hold the Old Stand, No. 87 Market Street, where they can buy Iron, Nails, Locks, Hinges, Plows, Harrows, Cotton Planters, Saws, Bulltongues, Chains, Harness, Hoes, Axes and

ALL KINDS OF TOOLS

as cheap as they can be had any where in this country—for CASH.

We would respectfully call the attention of all persons indebted to us to the fact that WE WANT OUR MONEY. There is no excuse for not paying us.

If you have no money, send old Iron, Brass, Copper, Wool, dry or green Hides; Deer, Coon, Mink, Otter or Beaver Skins.

If you are not indebted to us, we will pay you cash or goods for the above articles.

We are prepared to do ALL KINDS OF WORK, such as Repairing Cans, Locks, Safes and Machinery of all kinds at short notice. We work for cash.

J. L. MOSS & CO., 87 Market St., Columbus, Miss., January 14, 1874. 21f

The Cheapest Paper in the South.

I AM OFFERING The Selma Dollar Times, the recognized leading Agricultural Monthly in the South—published at Charleston, South Carolina—conceded to be the ablest edited Agricultural Journal in the Union, and to the practical Southern Planter invaluable for the small sum of

Two Dollars per Annum. To Clubs of Ten, I will send the Dollar Times, Rural Carolinian, to each member of the Club, with a copy of the New York Weekly Sun, to the gaffer up of the club for \$18.00.

To Clubs of 20, I will send to each member of the Club, the Selma Dollar Times, Rural Carolinian and a handsome Chromo, "JEWELS OF SPRING," 14 by 18 inches, the retail price of which is \$5.00 for \$40.00.

TO THE LADIES. I offer a first-class Sewing Machine, of any make the winner of the Premium may select for the largest Club sent me, at club rates above, not less than sixty names.

I offer a handsome Gold Watch and good time keeper to the Lady who sends me the second largest list at club rates, not less than fifty names.

I offer a beautiful China Tea Set, to the Lady who sends me the third largest club, at club rates.

I offer a nice Black Alpaca Dress, to the Lady who sends me the fourth largest club, at club rates.

Let the Ladies remember that if their clubs number 20, that each member of it will receive the Selma Dollar Times, Rural Carolinian and the beautiful Chromo, Jewels of Spring.

To those who only wish a weekly Political and Agricultural Newspaper, I offer the Selma Dollar Times: To single subscribers \$1; to clubs of ten, 75 cents; to clubs of twenty, 60 cents. Address

SEABORN J. SAFFOLD, Proprietor of Selma Times, Selma, Ala., Feb. 25, 1874.

The West Alabamian,

PUBLISHED AT CARROLLTON, ALA., BY HENRY & GILBERT.

TERMS OF SUBSCRIPTION: For one year, strictly in advance, \$3 00 For six months, " " " 2 00 For three " " " 1 00

RATES OF ADVERTISING. One Square, (one inch), first insertion, \$1 50 For each subsequent insertion, " " " 1 00

Advertisements inserted for a less time than three months will, in every instance, be charged at the above rates.

Advertisements for three months, or longer, will be published at the following rates: One column 12 months, \$100; One column 6 months, \$70; One column 3 months, \$50. Half column 12 months, \$70; Half column 6 months, \$50; Half column 3 months, \$30. Quarter column 12 months, \$30; Quarter column 6 months, \$20; Quarter column 3 months, \$10. Changes may be made quarterly, without additional cost to advertiser.

Professional or Business cards, not occupying over two inch space, will be inserted one week for \$15; six months \$10; or three months for \$7.

Advertisements are considered due, and collectible from the first insertion.

Obituary Notices, Tributes of Respect, etc., charged as advertisements.

The ALABAMIAN was established in 1849, and has over one thousand subscribers. It circulates in a rich cotton growing district, making it a most valuable advertising medium, through which merchants can make known their business. We respectfully solicit the patronage of those wishing trade from this section of country.

Court Calendar.

The following is the time fixed by law for holding the several Courts of Pickens County, viz:

Circuit Court—On the third Monday in March and third Monday in September. Hon. L. R. Smith, Judge; W. F. Johnston, Solicitor; J. F. Langdon, Clerk; Wm. L. Lipsey, Sheriff.

Chancery Court—21st of July and 20th of November, 1873. Hon. J. D. Dillard, Judge. Probate Court—Regular Term, second Monday in each month. Hon. R. R. Bogle, Judge.

COMMISSIONERS COURT—Regular Terms, 2nd Monday in February and 2nd Monday in August, and 1st Monday in April and 1st Monday in November. Commissioners—R. E. Tweedie, W. L. Duncan, John Sigman, J. C. Collier, J. M. Kilpatrick.

COUNTY TREASURER—Andrew Henry. COUNTY SURVEYOR—Thos. G. Williams.

Religious Notice.

Regular services at the Baptist Church on the 2nd and 4th Sabbaths in each month—Elder Robert Keith, Pastor.

There will be preaching in the Presbyterian Church in this place on the 3rd Sabbath in each month. Rev. R. J. Sampler, Pastor.

Divine service in the Methodist Episcopal Church at Carrollton on the 1st Sabbath in each month. Rev. R. J. Sampler, Pastor.

Patrons of Husbandry.

SPRING HILL GRANGE No. 2 will hold its regular meetings at Spring Hill Academy on the 3rd Saturday in each month at 2 o'clock P. M. J. N. BAIN, Sec'y.

CARROLLTON GRANGE No. 3 will hold its regular meetings in Carrollton on Saturday before the fourth Sunday in each month. E. S. COCKRELL, Sec'y.

PROVIDENCE GRANGE No. 6 meets at Liberty Academy on Saturday before the 3d Sunday in each month. D. U. DUNCAN, Sec'y.

MT. PLEASANT GRANGE No. 7 meets on the 3d Saturday in each month. G. B. BARRETT, Sec'y.

PICKENSVILLE GRANGE No. 8 will hold their regular meetings on the first and third Thursdays in each month, at 10 o'clock a. m., at Picken's Female Institute. Prompt attendance is requested by the Worthy Master. J. M. MULLEN, Sec'y.

FAIRFIELD GRANGE No. 174 holds its regular meetings on the 1st Wednesday in each month. O. G. JONES, Sec'y.

I. O. O. F. T. CARROLLTON LODGE, No. 89, I. O. O. F. T. meets on the 1st Wednesday in each month, at 7 o'clock, P. M. A. E. HILL, W. C. T., W. S. PERSINGER, W. S.

S. C. MUNGER,

Wholesale and Retail Manufacturer of SADDLES.

Bridles, Harness, Whips, Collars, Hames, Chains, &c. 89.....Market Street,.....89

Columbus, Miss.

IN RETURNING THANKS TO MY many friends and customers of Pickens and adjoining counties, for the very liberal patronage heretofore extended to me, I would respectfully solicit a continuance of the same for the future. I would call attention of the community at large to my Full and Complete Stock

of Saddle and Harness, which for durability and neatness of finish cannot be surpassed.

LEATHER—Oak-tanned Harness, Bridle, Skirting, Sole and Upper Leather. Also, Hemlock Sole. A full supply of plantation goods always on hand, such as Wagon and Plow Harness, Blind Bridles, Back-Bands, &c. I manufacture a Back-Band that you will find superior to anything in the market.

To my merchant friends who want Saddles, Bridles, &c., I would say that I am determined to sell you goods as cheap as you can buy them in St. Louis, Louisville, or Cincinnati. I would ask you to call in and examine my goods and prices before purchasing elsewhere.

Hoping my strict attention to business, and fair dealing with all, to merit a continuance of patronage heretofore received.

S. C. MUNGER, Columbus, Miss., June 14, 1873—ly

Cotton Storage.

PROM and after this date we will store cotton at 25 cents per bale per month, 10 cents for marking; no charge for weighing or sampling. Other charges as heretofore.

B. S. LONG & SON, December 10th, 1873.—8m

Professional Cards.

D. C. HODO, ATTORNEY AT LAW, CARROLLTON, ALABAMA.

April 23, '71.....17.—1y

M. L. STANSEL, ATTORNEY AT LAW, Carrollton, Pickens County, Ala.

February 1, 1870. 5-f

L. M. STONE, ATTORNEY AT LAW, CARROLLTON, ALA.

Will practice in all the Courts of the 7th Judicial Circuit.

April 11th, 1869.....15-ly

D. S. F. & S. H. HILL, CARROLLTON, ALA.

September 7, 1870. 6f

DR. W. W. WESTMORELAND, WILL CONTINUE THE PRACTICE OF DENTISTRY

in Pickens county. Persons can have his services by addressing him at Carrollton, Ala., or Columbus, Mississippi. He will always be in Carrollton during the terms of the Circuit Court, and at such other times as his services are needed. He feels thankful for the liberal patronage heretofore extended, and hopes to merit a continuance.

May 25, 1870—1y

ATWATER & CO., (Established in 1858), Corner Washington and St. Genevieve Sts., Columbus, Miss.

Manufacturers and Dealers in

CARRIAGES AND HACKS, TOP AND NO-TOP BUGGIES, Barouches, Phaetons, Spring and Road Wagons.

ALSO, Carriage and Wagon-Makers Material of all kinds.

WE again call the attention of the citizens of Pickens and adjoining counties to our stock of VEHICLES, and will be pleased to see any of them when they come to Columbus. We propose to give better and cheaper work than any first class house in Mississippi, while our profits will be used in building up home manufactures. Our home made and western wagons took the premium over all others at the late Fair—Come and see us if you want good and faithful work for your money.

ATWATER & CO., Columbus, Miss. 48-ly

D. A. WALKER, NOTARY PUBLIC

AND Ex-Officio Justice of the Peace, PICKENSVILLE, ALABAMA.

Eclipse Livery Stable, No. 100 Main Street, COLUMBUS, MISS.

THE undersigned having purchased the entire stock of the Eclipse Stable is now prepared to accommodate all who may call on him. The Stalls and Lots are in splendid order, and will be kept clean and neat. Special preparations made for Drivers. Also, Carriages, Buggies, Hacks, Wagons and Saddle-Horses are kept constantly on hand. Patronage solicited.

R. A. COOK, Proprietor. 2-3m

GILMER HOTEL, Columbus, Miss.

A. M. King, Proprietor.

Mr. W. B. BRYAN is in charge of the office in this establishment, where he will be pleased to meet his Alabama friends.

Columbus, Miss., Sept. 10th, 1873.—6m

University of Columbus.

T. C. Belsher, A. M., Pres't.

THE Fall Session begins the first Monday in October and closes February 15th. The Spring Session begins February 16th and closes the last Thursday in June.

Since obtaining a charter from the Legislature converting the Male High School into the University of Columbus, the prospects of the Institution have greatly improved. Diplomas and Degrees will be conferred upon those successfully completing the course of study.

Expense as low as at any other institution in the South. Send for catalogue.

Columbus, Miss. 35-3m

Foster & Gardner, COTTON FACTORS, 44.....North Commerce St.....44

MOBILE, ALA.

BAGGING and ROPE supplied at lowest wholesale rate on application at our office in Mobile.

All Cotton consigned to us on classed steamboats is insured if not otherwise ordered. Indorsing a Bill Lading "not insured," does not cancel the policy. Patrons not desiring insurance will please to instruct before shipping.

Job Work Neatly executed at this Office.

HERE YOU GO!—OFF TO VIENNA

CROOKS & CO., Vienna, Ala.

WHOLESALE AND RETAIL DEALERS IN Bacon, Lard, Molasses, SUGAR AND COFFEE, Rice, Brandies, Wines, Whiskies, SALT, MACKEREL, CHEESE, &c.

Have just received a large supply of

GROCERIES, which they are selling at low figures.

Crooks & Co., Will buy your Cotton and pay the highest market price for it.

We also carry on the Warehouse Business at the old stand of W. B. Peebles, where the strictest attention is paid to the storing and shipping of cotton and merchandise.

Vienna, Ala., January 7th, 1874.

GEO. F. JENNINGS, Watchmaker, AND DEALER IN

WATCHES, CLOCKS AND JEWELRY, Common and Diamond Glass Spectacles, POCKET AND TABLE CUTLERY, Gun Tackle, Pistol Cartridges, Waterproof and GD Caps, and in fact everything usually found in a first-class Jewelry Store.

Shoes, Clocks and Jewelry repaired on short notice, and warranted to be done in the best workmanlike style.

November 18, 1872. 40f

J. N. GASTON, Columbus, Mississippi, DEALERS IN

First Class Furniture of every description, at cheap prices. Also, keeps constantly on hand Metallic Burial Cases—All Sizes.

THANKFUL for the former patronage from Pickens county, would respectfully ask its continuance. I promise to give all my customers good bargains. Call and see me, and let's talk it over.

10-ly

WAREHOUSING, Dry-Goods and Grocery Business Continued.

WE have good Houses, with brick chimneys, for campers—room to accommodate all that come.

Will have stable-room to accommodate a good number of horses.

We will keep a large stock of Dry-Goods and Family Groceries, to which we invite the attention of close buyers. Will also keep Money on hand to buy ALL the Cotton offered us.

All persons indebted to us will please pay us with Money, Cotton, Corn, old Mules, Chickens, or anything we can eat, wear or use.

H. CONNERLY & CO., Vienna, November 12, 1873. 40f

CHAS. HOPKINS & CO., COMMISSION MERCHANTS, MOBILE, ALA.

Customers supplied with Bagging and Ties. Orders directed to the House, Mobile, or to J. T. STINSON, Columbus, Miss., WILL BE PROMPTLY FILLED.

"Look to Your Interest." P. KREEKER, MANUFACTURER OF

Tin, Copper and Sheet-Iron Ware, AND DEALER IN

Cooking and Heating Stoves, PLAIN AND JAPANESE TIN WARE.

Hollow Ware and House-Furnishing Goods, Coal Oil, Lamps, &c. \$1.....Market Street, Columbus Miss.....84

Prices Low as the Lowest.

Satisfaction guaranteed in all work, such as Roofing, Gutting, &c. Give me a call and examine for yourselves and see that I am selling as cheap as anybody.

Columbus, Miss., April 16, 1872.—6m

Leroy Brewer, 1874 (Hugh L. Hopper Thos. Duggan, C. A. Harris.

L. BREWER & CO., DEALERS IN

Northern and Western Goods, Rectifiers and Dealers in

Domestic and Imported Wines and LIQUORS.

ALSO COTTON FACTORS, AND

General Commission Merchants Corner Commerce and St. Louis Sts. Mobile, Ala.

AGENTS of the Orange Powder Works, Home Bitters, French Cognac Bitters, Gold Seal Champagne. Jan'y

DR. S. H. HILL'S

DRUG STORE, CARROLLTON, ALA.

DEALER IN DRUGS, MEDICINES, Chemicals, Varnish, Glass, Oils, Dye-Stuffs, Brushes, Perfumery, Fancy Articles, &c.

Prescriptions Compounded with Care and Dispatch, January 1, 1873. 1-ly

WOOL CARDING AT PLEASANT RIDGE, ALA.

THE undersigned makes known to his old friends and the public generally, that his WOOL FACTORY is now in better order than ever before. He has a New Set of Cards, which he has just added to his machinery, and is now prepared to do Good Work at very short notice.

Carding is done at all seasons of the year. He keeps on hand a supply of Fur and Wool Hats and Saddle Blankets manufactured at his Factory, which he will exchange for Wool, Fur Skins and country produce, at his Factory.

Terms for Carding, Liberal. L. D. SANDERS.

Hats and Blankets. A supply of Hats and Blankets may be found at the Store of Gardner & Robertson, Carrollton, Ala. September 17th, 1873. 1y

Carriages, Buggies and HACKS.

THE undersigned would respectfully inform the citizens of Pickens and surrounding counties, that in addition to his large stock of Saddles, Harness and Wagons, he is now receiving a large and select stock of Carriages, Buggies and Hacks, from some of the best makers in the North, East