KIDNEYS.

The kidneys are we in number, situated at the upper part of the lom sarrounded by tat, and consisting of three parts, viz.:-The Anterior, the Interior and the

The anterior absorbs. Interior consists of tissues or voice, which serve as a deposit for the urine, and con vey it to the exterior. The exterior is a consuctor also terminating in a single tube, and called the Ureter. The reters are connected with the bladder.

The bladder is composed of various coverings or tis sues, divided into parts, viz. :- The. Upper, the Lower the Bervous, and the Mucous. 'The upper expals, the lower retains. Many have a desire to urinate with out the ability to retain. This frequently occurs in

To cure these affections we must bring into action the muscles, which are engaged in their various func-tions. If they are neglected, Gravel or Dropsy may

mader must also be made aware, that however slight may be the attack, it is sure to affect his bodily ealth and mental powers, as our flesh and blood are upported from these sources.

Tain occurring in the loins is indicative of the above

GOUT OR RHEUMATISM.

diseases. They occur in persons disposed to acid stomach and chalky concretions.

THE GRAVEL.

the gravel ensues from neglect or improper treatment of the kidneys. These organs being weak, the water is not expelled from the bladder, but allowed to remain, it becomes revertsh and sediment forms. It is from this deposit that the stone is formed and gravel ensues.

DROPSY

Is a collection of water in some parts of the body, and bears different names, according to the parts affected, viz., when generally diffused over the body, it is called Anasarca; when of the abdomen, Ascites; when of the chest, Hydrotherax.

TREATMENT.

Heimbold's highly concentrated compound Extract o Buchu is decidedly one of the best remedies for diseases of the bisdder, kidneys, gravel, dropsical swellings, rheumatism, and gouty affections. Under this head we have arranged Dysuria, or difficulty and pain in passing water, scanty secretion, or small and frequent discharges of water, Strangury or stopping of water, Hematuria or bloody urine, Gout, and Rheumatism of the kidneys, without any change in quantity, but increase of color or dark water. It was always highly recommended by the late Dr. Physic in these affections.

This medicine increases the power of digestion and excites the absorbents into healthy exercise, by which the watery or calcareous depositions, and all unnatural enlargements, as well as pain and inflammation, are

MEN. WOMEN, AND CHILDREN. Directions use and diet accompany.

PHILADELPHIA, Pa. February 25, 1857.

B. T. HELMBOLD, Druggist :-Dear Sir:-I have been a sufferer for upwards o twenty years with gravel, biadder, and kidney affections, during which time I have used various medicinal preparations, and been under the treatment of the most eminent physicians, experiencing but little relist.

Having seen your preparations extensively advertised, I consulted my family physician in regard to

using your Extract of Buchu. I did this because I had used all kinds of advertised emedies, and had tound them worthless, and some quite injurious; in fact, I despaired of ever getting well, and determined to use no remedies hereafter unless I knew of the ingredients. As you advertised that it was composed of buchu, cubebs, and juniper berries, it occurred to me and my physician as an excellent combination, and, with his advice, after an examination of the article, and consulting again with a druggist, I coneluded to try it. I commenced its use about eight months ago, at which time I was confined to my room From the first bottle I was astonished and gratified a the beneficial effect, and after using it three weeks, was able to walk out. I felt much like writing you a full statement of my case at that time, but thought my Im-

knowing that I would be of greatervalue to you and and more satisfactory to me. I AM NOW ABLE TO REPORT THAT A CURE IS EFFECTED AFTER USING THE REMEDY FOR VE MONTHS. THAVE NOT USED ANY NOW POR THREE MONTHS, AND

provement might only be temporary, and therefore

concluded to defer and see if it would effect a cure!

FERL AS WELL IN ALL RESPECTS AS I EVER DID. Your Buchu being devoid of any unpleasant taste and odor, a nice tonic and invigorator of the system. I do not mean to be without it whenever occasion may require its use in such affections, M. MCCORMICK.

Should any doubt Mr. McCormick's statement refers to the tollowing gentlemen:—
Hon. WILLIAM BIJLER, ex-Governor Penna. Hen THOMAS B. FLOBENCE, Philadelphia. Hen. J. C. K. NOX. Judge, Philadelphia. Hon. J. S. BLACK. Judge, Philadelphia. Hon. D. B. FORTER, ex-Governor, Penna. Bon. ELLIS LEWIS, Judge, Philadelphia. Bon. R. C. GRIER, Judge, U. S. Court. Ben. G. W. WOOD WARD Judge Pailadelphia, Flon. W. A. PORTER, Philadelphia. Hon. JOHN BIGLER, ex-Governor, Penna. Hon. F. BANKS, Anditor-General, Wasnington. And many others, If necessary Should any doubt Mr. McCormick's statement, he

PRINCIPAL DEPOTS:

Helmbold's Drug and Chemical Ware!

house, No. 594 BROADWAY,

th imetropolitan Hotel, New York,

AND

No. 104 S. TENTH St.

PHILADELPHIA.

SOLD BY DRUGGISTS EVERYW

BEWARE OF COUNTERPEITE

EARSTENDED THE THE THE EDITION

BUROPE.

Financial and Commercial Advices to Noon To-day.

M Lowbon, January 9-Noon. - The opening quotateons for American securities are as follows:— United States 5-20s, 722.

Erie Railroad shares, 45. Illinois Central, 81.
Consols are 91 for money.
Livenpoor. January 9-Noon.—The Cotton market opens duil to-day, with but little doing.

The sales will probably reach 8000 bales, at unchanged quotations. 15d for middling uplands.

London, January 9 — United States Five-twenties opened this morning at 72.

From Washington. Washington, January 9 .- The General Land Office returns received at the General Land Office, Humboldt, Kansas, show that 23,248 acres of the public lands were disposed of during the month of December last, 3420 acres of which were taken for actual settlement under the Homestead law, and the remainder is lated with the Agricultural College scrip and mil tary warrants to the General Land Office.

Returns received at the General Land Office from the local office at Oregon City, Oregon, show that during the month of November last 4701 acres of the public lands were disposed of. 3770 of which were taken under the Homestead law for actual settlement and cultivation.

FROM BALTIMORE TO-DAY.

Attempted Suicide-The United States Senatorship.

[SPECIAL DESPATCH TO THE EVENING TELEGRAPH.] Baltimore, January 9 .- Francois Deford, a French Canadian, from Montreal, arrived here yesterday and stopped at Barnum's | Hotel, and this morning attempted suicide. He went to take a bath, and opened veins in both arms, and was found insensible. Physicians were procured, and no arteries being found severed, it is believed he will recover. He was on a spree, and is about forty years old.

The caucus at Annapolis favors Swann for United States Senator.

Burning of a Jail at Kingston-Twenty-

two Negroes Burned to Death. CHAPLESTON, January 9 .- Advices received here this morning report the destruction by fire of the jail at Kingston, by which twenty-two of the inmates, all negroes, perished in the flames. The jail is is said to have been utterly consumed.

Sailing of the Australasian.

NEW YORK, January 9. - The steamship Australasian sailed for Liverpool to-day. She takes no

Action of the Georgia Legislature. Augusta, January 9.-The Legislature of this State voted to continue the suspension of specie

payments until April 15, 1868.

Markets by Telegraph.

NEW YORK, January 9.—Stocks dull. Chicago and Rock Island, 108#; Reading, 105#; Canton Company 49; Eric Railroad, 67‡; Cieveland and Toledo, 126; Cieveland and Pittsburg, 91‡; Pittsburg, Fort Wayne, and Chicago 103‡; Michigan Central, 108; Michigan Southern, 81; New York Central, 111; Illinois Central scrip, 120; Cumberland preferred, 93; Missouri 6s, 95; United States Five-twenties, 1862, 107; do. 1864, 105]; do. 1865, 106; new do., 104; Ten-forties, 99; Money at 7, Sterning Exchange, 9; Gold, 184; Cotton guiet at 95, 2981.

change, 9; Gold, 1841 NEW YORK, January 8.—Cotton quiet, at 35@35jc. Flour dul.; market generally unchanged; sales of 5500 bbis. State. \$9 75@12.80; Ohio. \$12 10@14.50; Western. \$9 75@14.85; Southern, \$12@17. Wheat dull, and unchanged. Corn quiet, and unchanged. Beef quiet. Dressed Hogs lower, at \$@84c for Western, and 84@84 for City. Pork, Lard, and Whisky duil.

NATIONAL CONVENTION OF COLORED SOL-DIELS AND SAL ORS.—The Convention re-assembled this morning at 10:30, with Mr. Mattnews

Prayer was offered by Rev. Henry Ireland Gamett, of New York. It was moved, seconded, and carried that the reading of the minutes of the previous session

James 1. M. Rowen was announced as a delegate from the District of Columbia. The committee on credentials reported the following for honorary members: -P. N. Judah, Fdward Coats, Dr. J. E. Kent-all of Philadelphia-who were unanimously accepted.
On motion, the resolutions presented yester-

day were taken up and acted upon separately.

Resolved. As our first and most pleasing duty, we solemnly acknowledge our boundless obligations to the all-gracious and all-wise God, who. in the falness of time, so visibly led us from servitude to freedom; after whom our gratitude is due to that noble multiple of men and women through whose instru titude of men and women through whose instru-

titude of men and women through whose instru-mentality our deliverance was effected.

Resolved, That in an especial minner we do hereby express our thanks to the brave and wise men of the Houses of Congress for the sagacity, firmness, and wisdom with which they have origi-nated and consummated the great measures already perfected by them; and to express our hope and confidence that they will go steadily forward to per tect the great system of legislation so nobly begun.

Resolved. That being considered a part and parnect the great system of legislation so nobly begun.

Resolved, That being considered a part and parcel of the people of the United States, and having uppeld the supremacy of the Constitution thereof, we hold that we cannot become citizens of the State caiming sisterhead with the Union, whose Constitution denies us the right of tranchise; we therefore pray that no State or Territory who thus ignores us, be admitted to representation.

Resolved, That the people of the revolted States, who remained true in the presence of death that threatened them, and not with standing the allurements that would seduce them, and who were be-

threatened them, and notwithstanding the allurements that would seduce them, and who were betraved by an Executive who should have protected
and cherished them, are entitled to our
tenderest sympathy for their suffering,
our hightest admiration for their heroism, our gratitude for their devotion to a common cause, and
our whole-hearted support in the farther struggle,
until that cause, above all earthly things sacred,
shall be made more glorious than all human
achievements by its final triumph.

Resolved, That as the right of self-government is a
natural right, it pertains to all men alike; and as in
our country it is exercised through the elective franchise, that franchise becomes the natural and just
right of every American; and that to deprive any

right of every American; and that to deprive any man of the exercise of this right is a blasphemous cental of the divine principles upon which just gov ernments are tounded

ernments are tounded.

Reso ved, That we regard all men who were engaged in the military or naval service of the United States as guardians and protectors of the same; that we deprecate any distinction in either of the branches referred to as regards color; in our opinion merit should be rewarded; that as soldiers and seemen, color should not bar us from promotion, but they were all provided to the resource with the they have been seen to the second seemen. out they who shall prove themselves worthy, let them

be rewarded.

Resolved, That the transition of a numerous and

Resolved, That the transition of a numerous and powerful race from servitude to freedom from the abasement of slavery to the exaltation of clitzenship, involves the severest ordeal through which a people can pase; and devolves upon them the necessity of a full survey of their position, and a wise and sagacious use of their means of progress.

That while it commends them to the coustderation and kindness of the just and humane, it also exposes

them to the scorn and contume'y of the enemies of markind. Yet it is our trust and hope to so employ our recovered rights as to vincicate the wisdom of God in our creation, and justify the labor and sacri-fice expended our liberation and restoration.

Robert Purvie, Esq., and Captain Walker came in at this stage of the proceedings, and a Committee were appointed to conduct them to a seat on the platform.

The Business Committee presented a number of letters, which were referred to that Committee for publication. A series of resolutions were then offered, rehearing the iniquities and oppression practised upon the colored people in the South, and demanding that they be furnished with the of protecting themselves by Congress

means of protecting themselves by Congress and the President. Some discussion ensued upon the resolutions, and Dr. Garrett considered it the height of folly to appeal to the President of the United States to undo the evil which he had so persistently done. Colonel Hinton, of Kansas, and M. Dudley, of the District of Columbia, earnestly edvecated their adoption.

advocated their adoption.

Colonel Lewis Wagner thought it would be best if they were to adopt the portion referring to the petitioning of Congress to instruct the President to give certain protection to the colored people of the South, and then if, after ecciving such instructions, after being ordered by Congress, he refuses to obey the orders, then they had sufficient cause to try him for derelic-

they and sumcent cause to try tim for derenc-tion of duty and misdemeanor in office.

A motion was made and agreed to, that the Convention continue in session until all busi-ness was transacted, and then adjourn sine die. The following resolution, offered by Mr. Jenkins yesterday, but laid on the table, was taken up this morning, but no formal action was taken, as the Convention took a recess of twenty minutes, in order to enable the finance committee to receive contributions to defray ex-

Resolved. That we regard the present Congress as the conly true representatives of the will of the people and to it we will pledge our undivided support, both by bullet and ballot.

Resolved. That we will carnestly labor for extension of equal suffrage to the whole American people, that the blood of the heroes of Fort Wagner, Cloustee, Fort Hedge, Fort Pillow, Petersburg. Richmond and other places; and that our fathers' and brothers' blood may not have been shed in vain, that, trusting in that God who bringeth victory out of defeat, we may yet enjoy all our rights, and secure respect under the reign of peace.

FRANCE.

Reception of General Dix at the French

From the Moniteur, December 24. Mr. John Bigelow and Major-General John A. Dix had the honor of being received yesterday by the Emperor in public audience. Mr. John Bigelow handed his Majesty the letters which terminated the mission which he had fulfilled as Envoy Extraordinary and Minister Plenipotentiary of the United States of America.

Major-General Dix afterwards remitted to his Majesty the letters which accredited him to the Emperor in the character of Envoy Extraordinary and Minister Plenipotentiary from the United States of America. Major General Dix addressed the following speech to his Majesty:-

SPEECH OF GENERAL DIX.

Sire:—In presenting my letters of credence from the President of the United States, I am charged by him to express his best wishes for your Majesty, and for the prosperity of the French empire, as well as his sincere desire hat the good understanding now subsisting between the two countries may be perpetual. It has always been, since the establishment of their Government, the aim of the United States to cultivate friendly relations with all nations. here are especial reasons for their desiring to maintain the most friendly relations with

France. They can never forget that it afforded to them the most opportune and the most efficacious aid by acknowledging their independent and equal rank among the other nations of the earth. The two countries-France during your Majesty's reign, and the United States in the corresponding period-have made extraordinary progress the industrial arts and in the application of science to practical uses. Each on its side occupying an eminent position at the head of the civilization of two vast continents, the influence of their sympathetic movements, by giving expansion to by imprinting progress upon material interests so important to the well-being of natious, can-not fail to make itself powerfully felt, and with advantage far beyond their immediate action. am certain that I do not express in any exag gerated words the sentiments of the Government and of the people of the United States, if I say that it is their sincere desire to see that union which attached them in the past to France, in the future into a still more close and cordial friendship.

I shall esteem myself the most fortunate of men, if, during the performance of my official duties toward your Majesty's Government, I am enabled to contribute in any degree to an object so intimately connected with the happiness of the two countries, and with the interests of humanity throughout the world.

REPLY OF THE EMPEROR.

I thank you, General, for the sentiments which you have expressed in the name of the United The historic recollections which have called up are a certain guarantee that misunderstanding will arise to disturb the friendly relations which have for so long sub-sisted between France and the American Union. A loyal and sincere agreement will, I doubt not, tend to the profit of industry and commerce, which daily astonish the world by their prodies, and will insure the progress of civiliz-Your presence among us cannot but contribute o this happy result, by maintaining the relations to which I attach so much value.

Birth of a French Princess.

From Galignani, December 21. The Princess Clotilde was delivered yesterday morning, at 4 o'clock, of a Princess, who recolved from its godmother, the Queen of Portugal, the Christian names of Mame Letizia Eugenie Catharine Adelaide. M. Rouher, Minister of State; M. Baroche, Minister of Justice; M. Vultry, presiding over the Council of State; and the Duke de Cambaceres, First Chamberlain of the Emperor, were present.

The witnesses appointed by his Majesty, according to usage, as we have already mentioned. were Marshal de McMahon and M. Bonjean. Senator. The Ministers of Italy and Portugal represented Kmg Victor Emanuel, father of the Princess Clotilde and the Queen of Portugal, her sister. They had both received information enformably with the usual ceremonial—by tiers-missive at three in the morning—and bey immediately repaired to the Palais Royal.

The certificate of birth was immediately drawn up, and the infant Princess was christened by the aimoner of the chapel of their Imperial Highnesses. The state of the Princess to the desired. In the course of the day the Emperor, the Empress, and the Prince Imperial collect of the Prince Imperial collect the Imperial at the Patals Royal; also the Princess Mathilde.

Oxford Extravagance.—An Oxford under-eraduate came into the Bankruptey Court in England, three or four weeks ago, with a trifle less than £3000 debts and a credit side of about £260. His allowance had been £200 a year. On that sum he had hired rooms on High street, in ddition to his college apartments in Oriel, and had frequented Langham Hotel in London and the Grande Hotel in Paris.

OBITUARY.

General Arthur P. Hayne. By a telegram of yesterday morning the death of this distinguished South Carolinian was announced as having taken place at his residence in Charleston on the 7th inst. General Hayne was born in Charleston on the 12th day of March, 1790, and was descended from one of the most famous families of his native State, He was a grand-nephew of Isaac Hayne, an officer of the Revolution, who, being captured near Charleston, was put to death, after a mock trial, by order of Lord Rawdon (the Earl of Moira) and Lleutenant-Colonel Balfour, of the

Moira) and Lieutenant-Colonel Balfour, of the British army.

He was also the brother of Robert Young Hayne, who was Governor of South Carolina soon after the passage of the celebrated Nullication law, in 1832, and whose counter proclamation to that of President Jackson, denouncing the law, appeared likely to lead to war, until Congress receded from its position on the protective question. The original accestors of the subject of this sketch came from near Shrewsbury, in Shropshire, England, in 1700, emigrating to South Carolina in consequence of political troubles.

General Hayne was originally educated for a

General Hayne was originally educated for a mercantile life; but upon the outrageous attack on the United States frigate Chesapeake, although then a mere lad of seventeen years of age, he abandoned all private pursuits, and, making application for, obtained a commission in the regiment of light dragoons then commanded by Colonel Wade Hampton. In the battle and victory of Sackett's Harbor in 1812 he took a conspicuous part, and for his gallantry during the engagement was promoted to the

rank of major, and given command of a squad-ron of cavalry.

When the attack on Montreal in 1813, was contemplated, he accompanied General Wil-liams down the St. Lawrence for the purpose of taking part in the campaign; but the project having been abandoned, he soon after re-During the Creek war in 1814 he was appointed Inspector-General, and ordered to report to General Jackson, which he did, serv-ing with distinction, and acting as Adjutant-General during the absence of Colonel Butler. On November 7, 1814, Pensacola was stormed by the American army, and in this action Major Hayne greatly distinguished himself, being almost the first man to enter the Spanish bat-

In the night attack on the British army, December 23, 1814, which preceded the battle of New Orleans, Colonel Hayne's (he had been promoted to this rank for his gallantry at Pensacola) part in this brilliant affair was particularly conspicuous. In his official despatch to the War Department General Jackson complimented him by writing that it Colonel Hayne. mented him by writing that "Colonel Hayne was everywhere where duty and danger called." During the war he received three brevets for gallant and meritorious conduct, and, upon peace being declared, was retained in the regular service as adjutant general. His last part in active military life was during the second Florida campaign, when he was placed in com-mand of the Tennessee volunteers, by order of General Jackson.

In 1870, having previously prepared himself for the bar. General Hayne resigned his com-mission in the United States army and retired into private life. Having been admitted to practice at the Charleston bar, he soon distinguished himself, and in 1821 he was elected to the State Legislature. Soon after this election he was offered the position of Minister to Bel-

gium, but from domestic considerations de-clined to accept it.

He, however, held many prominent positions in his native State, and in 1858 was appointed to the United States Senate for the purpose of alling a vacancy caused by the death of Mr. J. snortr tion, and was succeeded by Mr. Chestnut. Dur-ing the recent war, General Hayne took no part whatever in politics. While he deeply lamented the attempt to dissolve the Union, in defense of which he had so often fought and bled, he never theless warmly sympathized with the cause of South, in which all of his relatives were actively engaged.

In his private character General Hayne ex hibited many excellent traits. He was kind charitable, and bore the reputation of being a good master to his slaves. Having been born n 1790, he had consequently nearly reached the lipe age of seventy-seven at the time of his As one of the prominent representatives of a generation now pas-ing away from earth, his death will be lamented throughout the

General Grant on the Suffrage Vetor WASHINGTON, January S. - In conversation with General Grant to-day relative to his re-ported approval of the President's veto of the District Suffrage bill, I learn the following facts: He was present at the Cabinet meeting by request, without previous knowledge of the

In the discussion on the bill General Crant took no part, and after all were through, and he had risen from his seat to depart, the Presi-dent asked him if there would be any impropriety in asking his view on the subject. General Grant replied very briefly, that the objection which had been urged by one of the Cabl-net, that it was unconstitutional because it disfranchised Rebels without trial, was, in his estination the best part of the bill, and exhibited

With reference to conferring the right of sufrage upon the colored people of this District, he remarked that he always thought it incon-istent on the part of Congress to enforce this right here while they refused to grant it to the same class in their own States. Either mem-bers of Congress should extend this privilege at ome, or wait until the people here asked for it. This was the extent of his expression upon the Upon the arguments and principles is volved in the Message he uttered no opinion whatever .- N. Y. Times.

FINANCE AND COMMERCE.

OFFICE OF THE EVENING TELEGRAPH, Wednesday, January 9, 1867.

The Stock Market was more active this morn ing, and prices were firmer. In Government bonds there was little doing. 107# was bid for oid 5-20s; 108 for 6s of 1881; 104# tor 7'30s; and 97# for Teu-forties. City loans were in fair demand; the new issue sold largely at 1004 or maken and it and defined and it and largely at 1004, an advance of 4; and old do. at 6, and advance of b.

Railroad shares were the most active on the list. About 3000 shares of Catawissa Bailroad preferred sold at 31@321, an advance of f on the closing price last evening; Philadelphia and Erie at 311@315, an advance of 4; Pennsylvania Railroad at 562, no change; Regding at 525@53, no change; and Lehigh Valley at 652, a secline of 2. 1304 was bid for Camden and Amboy; 614 for Norristown; 29 for Elmira c amon; 40 for preferred do.; and 46 for Northern Cantral Northern Central.

In City Passenger Railroad shares there was nothing doing. 40 was bid for Union; 18; for Thirteenth and Fifteenth; 30 for Spruce and Pine; 45 for Chesnut and Walnut; 73 for West Philadelphia; and 14; for Hestonville. Bank shares continue in good demand for in-

Bank shares continue in good demand for investment at full prices.

In Canal shares there was more doing, Lehigh Navigation sold at 55; Susquehanna Canal at 13½, no change; and Delaware Division at 56½, an advance of ½.

Quotations of Gold—10½ A. M., 134½; II A. M., 134½; 12 M., 134½; 1 P. M., 134½.

—The Directors of the Pennsylvania Company for Insurance on Lives and Granting Annuities announces a dividend of four per

cent., and an extra dividend of two per cent., payable on demand, clear of tax.

-The Bank of North America announces a semi-annual dividend of 74 per cent., and an extra dividend of 5 per cent., in all 123 per cent., psyable, clear of tax, on and after the 9th in-

-The Board of Directors of the West Phila-delphia Passenger Railway Company, office N. W. corner Forty first and Haverlord streets, bave this day declared a dividend of five per dent, on the capital stock for the last six months. The Union Passenger Rallway announces a semi-annual dividend of \$1.50 per share, payable.

free of tax, on and after the 14th inst. -The money market is comparatively quiet. There is no lack of money, and yet there is an indisposition to use it. The rate on stock collaterals is 7 per cent., with an occasional transaction on Governments at a little less. Dis-counts are quiet at 7@8 per cent, for prime names. Owing to the high rates on call loaus, it is found almost impossible to negotiate even first class bills.

PHILADELPHIA STOCK EXCHANGE SALES TO-DAY Reported by De Haven & Bro., No. 40 S. Third street

BEFORE BOARDS. 200 sh Cata pt. 82 100 sh F FIRST BOARD 100 sh Reading ... 52-81

-Messrs. William Painter & Co., bankers, No. 36 South Third street, report the following rates of exchange to day at 12 o'clock: -U.S. 68, 1881 or exchange to day at 12 o'clock:—U. S. 68, 1881, registered, 108@1084; do., coupou, 108@1084; U. S.5-20s, coupon, 1862, 1074@1074; do., 1864, 1054@1054; do., 1865, 1054@1064; do., new, 1865, 104@1044; U. S. 10-40s, registered, 994@994; do., coupon, 994@994; U. S. 7-30s, 1st series, 1044@1044; do., 2d series, 1044@1044; 3d series, 1044@1044; Compounds, December, 1864. -Messrs, De Haven & Brother, No. 40 South

Third street, report the following rates of exchange to-day at 1 P. M.:—American gold, 134 Change to-day at 1 P. M.:—American gold, 1341 @1341; Silver 18 and 18, 128; Compound Interest Notes, June, 1864, 161; do., July, 1864, 151; do., August. 1864, 151; do., October, 1864, 141; do., December, 1864, 131; do., May. 1865, 111; do., August, 1865, 101; do., September, 1865, 93; do. October, 1865, 94.

Philadelphia Trade Report.

WEDNESDAY, January 9.-There was quite an animated demand for Flour from the home consumers, who purchased to a moderate extent at full prices; but there was no inquiry for shipment or on speculation; sales of 2000 bbls , chiefly Northwestern extra family at \$11 50@13 50 for common and choice, including Pennsylvania and Ohio do. at \$12@14.25; fancy brands at \$14 50.@17; extras at \$9@11.75; and superfine at \$8@8.75. Rye Flour sells in a small way at \$7.25; 1000 bbis. Brandy wine Corn Meal sold on secret terms. There is no falling off in the demand for prime Wheat; but in consequence of the small efferings the transactions are light. We quote Pennsylvania red at \$2.75@3.10; Southern do. at \$3.10@3.20; and white at \$3.20@3.40; 2000 bush. Cantornia sold at \$3.25. The last sales of Pennsylvania Rye were at \$1.35@1.40. Corn is in fair denand, and some holders are asking an advance; sales of 4000 bush, new yellow at \$1. Oats are in second request, and 7000 bush. Pennsylvania sold at \$5.060c. superfine at \$8608.75. Rye Flour sells in a small way

55 @ 60c
Nothing doing in Barley or Malt.
Whisky—The trade is entirely supplied with the entraband" article, which sells at \$1 50 a 1 75 p

LEGAL INTELLIGENCE.

TRAPPING.

Court of Quarter Sessions—Judge Peirce.—
In this Court this morning there was a very interesting case of trapping. James Lee was charged with the larceny of two or three beer barrels belonging to Wilham Partington. These parties are aged gentlemen living in the neighborhood of Mana; unk, and an ancient, bitter foud has been for some time axising between them. cisting between them.

Dir. Partington owns a lager beer brewery, near

Manayunk, and of course has a number of valuable barreis and kegs. He also has a young man living with him, who attends to all kinds of work. This young man, one day, not long since, was driving a cart along the road, when he was approached and addressed by Mr. Lee to the following effect:—"My boy Mr. Partington is a clever, gentle analy neighbor of mine, and is quite wealthy in barrels of which be could we'l afford to lose a few. Now although he is a most urbane, obliging old codger would feel a little deficacy in asking him for thes I would feel a little delicacy in asking him for these barrels; but still I would like very much to bave a few. You are a likely young chap, in the confidence of my friend the brewer, and you like to turn a puny in any possible way. You steal me some of these barrels, and I will pay you well."

So a contract was made, by which it was agreed that, on a certain evening, as Mr. Parlington would then be tipsy, as the boy said, this confidential cerk would place some of the barrels at a certain place on Lee's farm, where Lee could get them. The two scoarated, awaring eternal ficelity.

place on Lee's farm, where Lee could get them. The two separated, swiaring eternal fidelity.
But the juvenile conspirator was a little too much on the milk and-water order, and he told Mr. Partington of the compact. Partington was so delighted that he told the young man to place the barrels at the place designated, and he himself went to Manayunk and produced two police officers to hide in the woods and nab the would-be robber.

Accordingly, the barrols were there at the time, and the officers also, behind time. But finding themselves too late they struck off on another road, and headed off Mr. Lee as he was steering his cart and cargo through a field. Accordingly, being absostely (rapped, he was conveyed to the Station ouse. Such was the Commonwealth's case. The delense showed qui'e another state of affairs.

The defense showed qui'e another state of affairs. I have two gentlemen were once partners in the brewery business, and had an untriendly dissolution of the partnership. Mr. Lee had a property in many of these barrels, which Mr. Partington would not consent to give him. He brought actions of replevin against Partington, and recovered some of these barrels. But claiming more, and not wishing to have a difficulty or harsh words with his quondam partner, he took my a proposition made by the boy, of placing to barrels where he could get them. Mr. Lee said he wanted none but his own barrels, and told the hey how they were marked. And the boy took out these barrel, marked as Lee had said, and claimed by that gentleman, and they were taken away. He by that gentleman, and they were taken away. He did not act with a felloneous intent, but with a view of recovering his own property. The detense went surther to show that this action was brought by the osecution through malics and not to have justice; d, moreover, the good character of the defendant.

Court of Common Pleas-Judge Brewster. Court of Common Pleas-Judge Brewster.

Frederick Koling vs. Leonard Barren. An appeal by deiendant in a landlord and tenant case, under set of 1863. Verdict for defendant, \$1000.

Charles Toon vs. George F. Knotty. An action te recover for goods sold and delivered. Verdict for plaintiff, \$72.75

Ann C. Harra vs. Dennis and Ann Concrety. An

action to recover damages for slanderous words alleged to have been used by defendants towards paintiff. Jury out

alleged to have been used by defendants towards plaintiff. Jury out there's Bulkher vs. James Wayne Meredirh. An action to recover for goods sold and delivered. Verdict for plaintiff, \$66.27.

District Court—Judge Sharswood.—Annie L. Ash vs. Henry Krips. A feigned issue to try the ownership of certain goods evied upon by the Sheriff under an execution. Verdict for plaintiff. Tombinson & Hill vs. James L. Reble, garnishee. An attachment on a judgment. On trial. District Court—Judge Hare—S. S. Phipps vs. S. R. Fox, who was sued with Francis Mendenhall, and assess the damage as to Mendenhall. An action of replevin to recover the value of two mules which were put out by defendant to pasture with Mendenhall, and were retained by him. Verdict for plaintiff, \$300; damages against Mendenhall, \$300. Archer for plaintiff. D. Dougherty for defendant.

PARTNERSHIPS.

Under What Circumstances a Court of Equity will Interfere to Dissolve.

In the Court of Common Pleas the following interesting opinion was delivered on faturday last by Judge Brewster:-

Common Pleas. In Equity. June Term, 1866. No. 16. Charies Page vs Joseph T. Vankirk and E. D. Marshali,

This case was heard upon bill, answer, repli-

cation, and proofs. It is a partnership bill, the complainant pray-It is a partnership bill, the complainant praying for a dissolution, injunction, and receiver.

The bill charges that the complainant 'on the 8th day of January, A. D. 1866, entered into a copartnership with the defendants in writing, under the firm name of Vankirk & Company, for the purpose of carrying on the business of rolling and manufacturing sheet brass, and other metal tubings and chandeliers, and gas fixtures generally, without any fixed term or

fixtures generally, without any fixed term or The bill then sets forth the amounts which each partner agreed to contribute towards the capital of the firm, and the proportions in which they were to share the profits and losses. The complainant further avers, that each partner was to be at liberty to draw out of the ner was to be at liberty to draw out of the con-cern the sum of \$2000 per annum as a salary, which was to be charged, to the expense ac-count, and the complainant then sets out that Jeseph T. Vankirk, having the exclusive con-trol of the financial business of the firm, was guilty of certain acts of misleasance in fraud of the complainant, which are specifically de-scribed in twelve articles of the bill, and which

will be considered bereafter. The complainant does not attach to his bill a copy of the partnership articles.

This is furnished by the defendants in their

answer. The agreement thus exhibited to us contains several clauses in addition to those recited in the bill.

By one of these it is declared that "the said coparinership " " is to continue until dissolved by mutual consent, or until six months after either partner shall have given to the others written notice of his desire and intention to determine the same, in which latter case, at the expiration of said six months, the partnership is to be dissolved and ended."

Another section of the agreement provides that.—

"In case of the termination or dissolution of the partnership in any other way than by death, ** and any differences shall arise between the said parties in respect to the winding up and settlement of the business of the partnership, such differences shall be submitted to an arbitra-tion, *** but in this latter case, each of said

partners shall choose an arbitrator."
Then follows a clause by which it was declared that if any two of said partners should desire to purchase the interest of a deceased or

retiring partner, they should be at liberty to do so; "provided that nothing shall have occurred to weaken or impair the credit or business standing of said two partners."

The defendants submit upon these clauses of the agreement that the complainant, not having given the six months' notice to dissolve the partnership, cannot come into Court with this bill; and they furthermore contend with great earnestness that the agreement providing for carnestness that the agreement providing for an arbitration is the law of the case by which the complainant is bound. The point, if successfully maintained, would put the complainant out of Court. The defendants cite in support of their position, Snodgrass vs. Gavitt (4 Casey, 221), and Leech vs. Caldwell (Legal Intelligencer, Nov. 16, 1866, p. 364).

The complainant, on the other hand, contends that no arbitrator can be appointed under the

that no arbitrator can be appointed under the articles until ofter a dissolution, and that his case is saved by the proviso above quoted, "that nothing shall have occurred to weaken or impair the credit or business standing of said two partners;" and he insists that the admissions of the answer, that there had been three protests, and the evidence submitted, clearly established his allegation. "that the credit and business standing" of the firm have been weakened and

The testimony on this branch of the case is, however, very direct: that the protests referred to were mere accidents which could hardly, in any case, affect the credit of a partnership; and any case, affect the credit of a partnership; and that they did not, in this instance, impair the business standing of the firm. Two of these protests occurred on the 2d of June, 1866, and the third and last on the 16th of the same month. They were, together, for less than \$1000. The book-keeper, upon whom all the partners relied to advise them of the maturing of outstanding drafts, was sick and absent from the counting-room. A large amount of money was in bank, the drafts were all promptly taken up the morning succeeding the protests, and proper explanations made to the holder of the draits and to the banks.

If the complainant's answer to these prelimi-nary objections rested solely upon this matter of the drafts, I should feel constrained, as to this branch of the case, to decide against him.

An examination of the decisions upon this subject has, however, satisfied me that, not-withstanding the stipulation requiring six months' notice of an intention to dissolve, and the clause providing for an arbitration, this Court would, in a proper case, have undoubted jurisdiction to entertain a bill for a dissolution ud receiver. The objections of the defendants appear to

ose sight of the clear and well-defined distinc-

tions between a mere agreement to arbitrate and a stipulation constituting a designated person the tribunal to determine certain questions which may arise or may have arisen between the contracting parties. Where a contract pro-vides for the determination of a contractor's claims by the judgment of a particular person, until he has spoken, no right arises which can be enforced at law or in equity. This is the vital point of the decisions cited by the delendants. The English case of Scott vs. Liverpool (28 Law Journal Rep., N. S., Chanc. 236; 3 De Gex and Jones, 334) is to the same effect. And such

an agreement was applied to existing actions and enforced in Hooper vs. Hooper (29 Law Journal Rep., N. S., Probate and Matrimonial, 50) by staying the suit, and by attachment in Williams vs. Lewis (7 Ellis and Blackburn, 929). It is very true that this application of the law may work great hardship in particular cases, of which Leech vs. Caldwell may be a type. it should always be borne in mind that this result is not imputable to the law. She simply

holds a party here, as everywhere, to his con-tract, and refers him to the tribunal of his own I have not, however, been able to find any case in which a Court has given this effect to a mere agreement to arbitrate, and no such case was cited by the learned and able counsel of the

On the contrary, the distinction above ad-Javitt and Scott vs. Liverpool, already cited, and has been followed in Horton vs. Sayers (29 Law Jul. Rep. N. S. Exch. 2. 4 Huriston and Norman Exchequer, 643), and in Cook vs. Catchpole (34 Law J. R., 1865, N. S. Chancery,

In Horton vs. Sayers, the coal lease contained a clause prohibiting the bringing of any action at law or in equity without submitting to arbitration. The Court held that this clause was void as ousting the jurisdiction of the Courts.

A very strong arbitration clause is to be found in the partnership agreement reported in Cook vs. Catchpole; and the defeadant moved for a cessai under section 11 of the Common Law Procedure act, which provides for a stay where parties have agreed to refer. Vice-Charcellor Wood beld that this did not bind the

In Horton vs. Sayers, the coal lease contained