# THE EVENING TELEGRAPH:

VOL. XI-No 44.

# PHILADELPHIA, SATURDAY, FEBRUARY 20, 1869.

DOUBLE SHEET .-- THREE CENTS.

# HELMBOLD'S BUCHU. COURT OF COMMON PLEAS.

## BUCHU.

From Dispensatory of the United States.

(Diosma Crenata.)

## BUCBU LEAVES.

# PROPERTIES.

Their odor is strong, diffusive, and somewhat aromatic, their taste bitterish and analogous to mint.

MEDICAL PROPERTIES AND USES.

Buchu Leaves are generally stimulant, with a peculiar tendency to the Urinary organs.

They are given in complaints of the Urinary organs, such as Gravel, Chronic Catarrh of the Bladder, Morbid Irritation of the Bladder and Urethra. The remedy has also been recommended in Dyspepsia, Chronic Rheumatism, Cutaneous Affections, and Dropsy.

# HELMBOLD'S EXTRACT BUCHU

Is used by persons from the ages of 18 to 25, and from 35 to 55, or in the decline or change of life; after Confinement or Labor Pains.

In Affections Peculiar to Females, the Extract Buchu is unequalled by any other remedy, as in Chlorosis or Retention, Irregularity, Ulcerated or Schirrous state of the Uterus, Diseases of the Bladder, Kidneys, Gravel, and Dropsical Swellings.

This medicine increases the power of Digestion, and excites the absorbents into healthy action, by which the Watery or Calcareous Depositions and all Unnatural Rulargements are reduced, as well as Pain and Inflammation.

# HELMBOLD'S EXTRACT BUCHE

Has cured every case of DIABETES in which it has been given. Irritation of the Neck of the Bladder and

a. In case of the insolvence of any member. If he shal not without delay make such provision for all cash sails and purchases as shall be satisfactory to the pa ties interveted.
b. If he shall fail to make good all friendly lowns of oach or stocks from members or any overdraft on any bank, to the full amount thereof, without compromise or delay.
c. If he shall execute orders from any porcons, whose contracts are known to be unsatisfied, except of a principal.
c. Where a member having made a stock contracts and being required to make a deposit to secure it, shill neglect to make a deposit before the appointed time.

6. For purchasing or selling stocks on time for s

6. For purchasing or seting shocks on this persists or guided in previously obtained or for any person employed as clerk, or in any other business capacity, by another ment er without first obtaining the consent of the employer. For the first off-ase a fine of one hundred dollars; for the second offense

For advertising loans, stocks, or bonds, which 7. For advertising loans, stocks, or bonds, which are current at the Board, except Government securitier. For the first offence a fine of one hundred doilars and expusion for the second.
8. For doing business for a less commission than the rates provided for. For the first offence than the rates provided for, and suspension during the pleasure of the Board, and for the second offense expution.

exputsion. 9. For buying or selling the profits on any stocks

9. For boying or selling the profits on any stocks or loans purchased or sold for any given time, a penalty of hity dollars for the first offense and ex-pulsion for the second. 10. For attending any night or other board or room, other than the present so-called 'Sounde room," for the purpose of purchasing or selling stocks, either in person or by deputy under a penalty of one hundred dollars for the first offense and expusion for the execond.

rules of he Board may have a hearing before the Board, and if he shall persist in refusing, two-thirds of the Board present may dicitare him no longer a member. Tave been thus minute in setting forth the causes for which the Board may sapend or expet a mem-ber according to the regulations; to ascortal if if the completed the regulations is to ascortal if if the completed as aligns the plain if is within any of them; and to abow how completely and excutation nected with the direct and immediate objects for whoch the Board was organized, namely, the pur-chase and rate of stocks and loans. It was urged at the available of the defendants, that insamuch as the intention of the plaintiff wast, or panike a patroleom company, and the land and oll interests were boacht for that purpois, that the com-plaint of Ar. Manley against the plaintiff wast of a refusal to comply with a slock contract. If so, ho must submit to the forum and tribunal to whose ju-riadiction he asserted when he became a member of the Board, and this court can give him no relief ex-cept in case of the irregularity of the proceedings against him. What is astock contract. If is contract the word stocks mean of the sourd of Brokers, the word stocks mean stock and as accountant the boards and regulations of the Board of Brokers, the word stocks mean stock and as acchically used in the rules and regulations of the Board of Brokers, are personal property. They are not land, and have no relation to land, except as they may represent the property of a company which we is land. and have not a stock contract. To schold would be an uiter to shock contract would enable is not a scok contract. Word has store of land is not a scok contract. The plaintiff with Mr. Manley was not a stock contract. Word he abound be an uiter for a stock contract would enable the bord of lenses. The purchase of a tract of land is not a scok contract. Word he same be primited to whom here the board of lenses to assume jurisdiction over their members in contracts loweding read or p

of Brokers the right of suspension or expulsion of Lim as a member thereot? Tie regulations of the Board provide for the sus-pension of a member in the following cases, viz.-I. I now member shall rolage to comply with his took contracts. 2. In the shall not without delay make such provision for all cash asies and, porchases as shall be satisfactory to the parties its interests and properties drawed by the parties its interests and properties drawed by the parties its interests and properties drawed by the parties its interests as that the books of the Grave Bash of the cash asies and, porchases as shall be satisfactory to the parties its interests are good all friendly boses of oand or stocks from members crain overdrakt com-promise or delay. 2. If he shall excepte orders from any persons, whose contracts are known to be unsatisfied, accept person's name as his principal. 5. Where a member having made a slock contract

Lett." Manley brings us evidence to show that there are no conveyances on record in Venango county a telegram from the Recorder of Deeds at Franklin, Pennsylvania, dated January IL 1869, which says. "I have scerched and raised to find snything indexed to the M rechants and Bank-rs" Petroleum Company." Manley produced the check given by him to Mr. Leech in payment, dated 19th December, 1814. mber, 1864

December, 1864. Letch in payment, onted 1940 December, 1864. A could be presented which more folly exhibits the danger of the Board of Brokers undertaking to investigate a matter not within the scope of its pursuits and objects; and of the problety of limiting its investigates to fashere to comply with stock contracts and other kindred matters, as it has wisely done by the regulations adopted or its gover ment, then the complaint presented by Mr. May ley, and which Mr. Gaw reports as having been proved.

Mai ley, and which Mr. Gaw reports as having been proved. The complaint, stripped of all verbinge, is that the pleintiff obtained from Mr. Manisy the sum of \$4750 by fallely pretending that he had paid \$569 for a tract of land in Crawford county, Peansylvania, when in fact he had paid but \$215 for it, and that he had paid but \$23.000 for issess and heterest to the Great Basin Oil company, when in fact that Company had conveyed none of them and the plaintiff had never paid that Company, when in fact that Company had conveyed none of them and the plaintiff had never paid that Company one dollar. No one who is at all familiar with the speculations in oil index and in leasehold interests in oil weils in Crawford and Verarge counties during the past few years, will have any difficulty in comprehendiar hew that all that is represented to have been said by the plaintiff to Air. Manley respecting the pir-chase of the tract of land could be true, and yet now all the facts alleged by Mr. Manley could be true afted. In sumerows cases valuable contracts in writing

by the plaintiff to Mr. Manley respecting the pir-chase of the iract of land could be true, and yet now all the facts alleged by Mr. Manley could be true allows. In summerous cases valuable contracts in writing for the purchase of of land and leasehold interests passed from hand to ducud alr out as freely will they wore negotiable interests, the utmost that was re-surded being an assignments of the contract in writ-ing, and for which assignments very inreasing of money were frequently paid above the original con-tract price agree diversely true that the italiant oney were frequently true that the biland of interest. To may be entirely true that the biland of interest, is d in Crawford county; for that was the contract price for the last d under the agreement and by Rey-poids with Davison Bell. But what sheat did the price for the last donder the greement and by Rey-poids with Davison Bell. Nor was even an asser-tion made by him respective any sum paid or not made by the plaintiff to Bell. **\*** That the contrary be shown, the presumption is that the contrary be released to a data by the particle of itsland in the plaintiff for obtaining this money by fails pretentes, either on demurrer to the built of a court of criminal prisidivision on this en and and to the suffer a jury to convict the plaintiff on the statement and proofs had by Mr. Mayley on this is a show set for the lease of interests in the frees flash Oil Con, any, which the plaintiff or here the state of the organ as, are very loosely stated in the claim and report made to the Board above set ind made to have purchased for the company which he claim and report made to the Board above set ind interests were purchased, conversed in the claim and report made to the Board above set ind interest were purchased. No conclusions com here on pass had granuted taken. Or the company stick and the made conta the plainti

claration, or on an enter to provide the source of the sou

The law Coes not even permit these socialist is in-rest in their constants indefinite powers of ex finite of their members: much less do they have such un-timed movies existing among thermelves. When

<text><text><text><text>

pisintiff to pay to Mr. Mankey the money which he demands. I am sure that the very excellent and highly re-spectable gentlemen who compose the Finladelphia Hoard of Brokers have not withily latended to de-prive the pialatiff, as a member of the Board, of a single right to which he is entitled, and have only acted in this matter as they conceived it to be their right and duty to do. The special injunction is continued. Meesrs K. Hone Hanson, Daniel Dougherty, and W. L. Hirst for pleintiffs. Meesrs, G. T. Bispham, G. W. Biddle, and H. M. Phillips for defendants.

# FINANCE AND COMMERCE.

#### OFFICE OF THE EVENING TELEGRAPH, 1 Baturday, Feb. 29, 1869.

The Stock market was inactive this morning, but prices generally were steady. Govern-ment securities were in fair demand for investment at about former rates. City loans were unchanged; the new issue sold at 101, and old do. at 974. Railroad shares were the most active on the

list. Reading sold at 461/2461, a slight advance; Pennsylvania Railroad at 551/256, no change; and Lehigh Valleyfat 55%, no change, 1234 was bid for Camden and Amboy: 69 for Norristown; 33% for North Pennsylvania; 32% for Catawissa preferred; 254 for Philadelphia and Erie; and 48 for Northems Catavisa for Northern Central. City Passenger Railway shares were un-changed. Green and Coates sold at 38. 42 was

bld for Second and Third; 374 for Fifth and Sixth; 71 for Tenth and Eleventh; 16 for Thirteenth and Fifteenth; and 11! for Hestonville.

Bank shares were firmly held at full prices. Farmers' and Mechanics' sold at 124. no change. In Canal shares there was very ittle move

SECOND EDITION BY TELEGRAPH LATEST Railway Legislation at Harrisburg-Affairs in Baltimore.

Financial and Commercial

# FROM HARRISBURG.

The Fort Wayne Ratiway Legislation. HABRISBURG, Feb. 20.-Tae following correspondence has taken place between Hon. David Foy, member of the Pennsylvania Legislature, and George W. Cass, President of the Pittsburg, Fort Wayne, and Chicago Railway. Mr. Foy has introduced an act authorizing the owners of railroad stock to vote by proxy, and to use and dispose of their own property in any manner they see fit :--

manner they see ht:--PITTSBURG, FORT WAYNE, AND CHICAGO RAILROAD, FRISIDENT'S OFFICE, Feb. 17, 1869. --Hon. David Foy, House of Representatives, Harrisburg:--The oul introduced by you as a supplement to the General Railroad law of 1849 is to framed as to meet the wishes and alms of the gamblers of Wall street to vote bought proxies. From your conversation with me on • the subject I inferred that you were opposed to all such schemes and devices, and, therefore, am led to believe that you have not faily con-sidered the phraseclogy. I should be giad to have some indication of what you wish to accomplish by the bill. Yours, truly, etc., G. W. CASS.

House of REPRESENTATITES, Feb. 18, 1869.— George W. Cass. President, etc.:—I amgin re-ceipt of your favor of the 17th inst, asking what I wish to accomplish by the passage of my bill relative to proxies. It gives me pleasure to respond.

1 expect to give every s'ockholder the right I expect to give every s ocknoider the right to vote either in person or hy proxy upon every share of stock which is HisphopERTY. If, as you declare, this will benefit the 'gam-blers on Wall street,'' it will not be the first time that bad men have availed themselves of good legislation. You claim that this is a "device." If it be a

good legislation. You claim that this is a "device." If it be a "device" to allow a man to do as he pleases with his own properly, you may be right. So far as any change in my viewais concerned, I refer to recent events. When I supported your directors, it was solely upon your plea that it was necessary to protect our State interests. What do I since find? Simply that it was a measure urged by the directors of a railroad company to keep the owners of their road from putting them out of office! Jay Gouid, of New York, swears under oath that he controls enough interest in your railroad to give his friends the manage-ment. If that be so, by what right do you attempt to keep yourself in office by legislation sgainst the wishes of the stockholder to youe for his own officers, I do act think it either just or destroys the right of the stockholder to vote for his own officers, I do not think it either just or constitutional. Bo far as the "State Inte-rest" plea is concerned, it has been destroyed by the utler failure of the Peansylvania Contral Railroad, in its annual report, to allude to your road, and by the fact that parties in your inte-rest have secured a charter (now in my hands) enabling a "through" line to be run between Chicago, Fittsburg, and Baltimore, entirely ignoring our own Pennsylvania Railroad and our own city of Philadelphia. Your first bill has been followed by an attempt

our own city of Philacelphia. Your first bill has been followed by an attempt (under the "device" of a general law) to de-prive men who have bought and paid for their stock from voting the same. The device has been fully exposed by the legislative reporters of the New York, Cincinnati, and Philadelphia press

press. I think that I have fully answered your questions, Yours, etc., DAVID FOX.

with the investigation; and they maked to be charged from the further consideration of the

That atterwards Henry L. Gaw, the other member

allowed; and that by reason of the plaintiff's non-payment of it, he should forfeit his right of member-ship. After discussion upon and consideration of the two reports before it, the B and, by a large mijority of its votes, tabled the majority and concurred in the views of the minority report. And upon motion, the matter was referred back to the committee, with in-structions to make its final report at the meeting of the Board on Thursday, the February. That the plaintiff was present at the said meeting of the Board, and that acting in accordance with the disposition and temper then manifested by it. Is believes the committee, at the meeting with February, will report in favor of allowing the claim of Mr. Manley against the plaintiff and he is convinced that thereupon the Board will suspend him from ex-ercetag his functions as one of its members. The plaintiff further says:--That such suspension will work him an irremedi-able injury in his daily business; that his rights as a member of the said Board of Brokers, which are peculially cognizable in equity, will be injurbuily affected; that the plaintiff has never (excepting so far as the rules and regulations of the Board on the points there in camed extend) submitted, by agree-ment or otherwise, to any jurisdiction concurrent with or exclusive of that of the courts to which he owes obedience as a cliffer of Pennsylvania; and that he is advised, believes, and so charge, that the detendants, either in committee or in their capacity as members of the Board, have no right or autnowity under the said regulations to acting viven he owes obschere as a cliffer or or they have sought, attempted, and intend to do. The plaintiff therefore prays:-That it may be adjudged and decreed that the plain-

# This morning Judge Peirce gave the decision of the Court in the injunction case of Leech va. The Philadelphia Board of Brokers:-COMMON PLEAS IN EQUITY-Motion for a special isjunction,-Henry S, Level vs, Joseph C

FIRST EDITION

The Brokers' Case-Third Street

Overruled, and with it New York.

The Philadelphia Board of Brokers:-COMMON PLEAS IN EQUITY-Motion for a special lejuscion,-Henry S, Leech vs, Joseph C. Harris and others. The plaint if and defendants are members of the Phi adelphia Board of Brekers, which is an unincor-porated side cation formed and daily meeting for the purpose of burying and selling stocks are public secu-nities. The Board is governed by certain rules and regulations which are blading on sit the memoren, and a refusal to comply with which subjects the member to a less of his membership. The philatiff compalies that Reader Maniley, Jr., a stockbreker of New York, has presented acomplaint to the Philadelphia Board of Brokers sgamst the plaintiff subjects that he (Masley) bongut, and that the plaintiff compalies of the state of land, and an interest in several leases of oit wells, for sums greatly to excess of their value which sums he claims forecover, and his required the said complaint, and the ugh the sid of its machinery to coerce the plaintiff to pay the said sums to him, under pain of supersion from the Board. The plaintiff further complains that the President of the Board, under the blaintiff to result who were required, by a vote of the Board, to investigate and report upon the matter brought to its notice by Reuben Manily, Jr. That the committee who were required, by a vote of the Board, to investigate and report upon the matter brought to its notice by Reuben Manily, Jr. That the committee view who were required, by a vote of the Board, to investigate and report upon the bard committee who were required in the store that will be indenee of the submit it is store the plaint of the regulations nor under the thity eighth section of the regulation for its indement, that is notice by Reuben Manily, Jr. That the committee required the plaintiff is pro-duction of his e idence or in any manner, to recog-nize the right of the committee its of incessing and or negulations the side matter, and also represented to it, that if there were no o her objection to its juris-dict

the courts, which could not be obtained in behalf of the derendant's tribunal. That thereupen Joseph C. Harris and Charles P. Bayard, a majority of the committee arcreaid, made and presented to the Board, on the 28th of January last past, a report, stating substantiary, that the matter in disrute was one of difficulty, and that the statement of the plaintiff's inability to produce before them witnesses on his behalf, without process of the courts seemed a sufficient reason for not proceeding with the investigation; and they passed to be dis-

That alterwards Bedry L. Gaw, the other member of the committee, made a minority report, asserting, in effect, the complete jurisdiction of the Board, that the plaintiff had failed in his respect for its authority, and his belief that Mr. Manley's claim about do allowed; and that by reason of the plaintiff's non-payment of it, he should forfett his right of member-ship.

dollars for the first offense and explained for the record.
11. For indecorous language or conduct toward i another or the Board itself, while in the Board room. For a first offense, by a vote of two-thirds of the more-bers present, anepersion from his seek for no itself, while it is a strain a week for no re than a month. A repetition of the offender to explisit on.
12. Any member neglecting to pay his days for the period of two years shall be confidered no larger a member, provided be has not been absent from the construction of the row during the law.
13. Any member registing to comply with any of the row during the law.
14. Any member refisting to comply with any of the role of the Board may have a hearing before the Board, and it he shall persist in refusing, two-thirfs for the Board present may dictare him no longer a member.

Inflammation of the Kidneys, Ulceration of the Kidneys and Bladder, Retention of Urine, Diseases of the Prostate Gland, Stone in the Bladder, Calculus, Gravel, Brick-dust Deposit, and for Enfeebled and Delicate Constitutions of both sexes, attended with the following symptoms:-Indisposition to Exertion, Loss of Power, Loss of Memory, Difficulty of Breathing, Weak Nerves, Trembling, Horror of Disease, Wakefulness, Dimness of Vision, Pain in the Back, Hot Hands, Flushing of the Body, Dryness of the Skin, Eruption on the Face, Pallid Countenance, Universal Lassitude of the Muscular System, etc. etc.

# HELMBOLD'S EXTRACT BUCHU

Is Diuretic and BLOOD PURIFYING, and oures all diseases arising from Habits of Dissipation, Excesses and Imprudence in Life. Impurities of the Blood, etc.

# A CASE OF INFLAMMATION OF EIDNEYS AND

GRAVEL.

From Morgan, Feazel & Co. GLASGOW, Missouri Feb. 5, 1868.-Mr. H. T. Heimboid-Dear Sir:-About two years ago I was troubled with both inflammation of the kidneys and gravel, when I resorted to several remedies without deriving any benefit what-ever, and seeing your Extract Buchu adver-tised, I procured a few bottles and used them. The result was a complete cure in a short time, I regard your Extract Buchu decidedly the best I regard your Extract Buchn decidedly theipest remedy extant for any and all diseases of the kidneys, and I am quite confident that it will do all you claim for it. You may publish this if you desire to do so.

Yours respectfully, EDWIN M. FEAZEL

## FOR FURTHER INFORMATION

FOR FURTHER INFORMATION See Journal of Pharmacy, Dispensatory United States, etc.; Prof. Dewees' valuable works on the Practice of Physic; Remarks made by the Inte celebrated Dr. Physick, Philadelphis; Re-marks made by Dr. Ephraim McDowell, a cele-brated Physician and Member of the Royal College of Surgeons, Ireland, and published in the transactions of the King and Queen's Journal; Medico-Chirurgical Review, published by Benjamin Travers, Fellow of Royal College of Surgeons; and most of the late Standard of Burgeons; and most of the late Standard Works on Medicine.

SOLD AT HELMBOLD'S

Drug and Chemical Warehouse,

594 BROADWAY, NEW YORK,

No. 104 S. TENTH STREET, PHILADELPHIA,

And byDruggists everywhere.

Price, \$1.25 per bottle, or six for \$6.50.

ASK FOR HELMBOLD'S.

A THE WILLY HE YEARS.

Take no other. Beware of Counterfeits.

None are gennine unless done up in steelengraved wrappers, with fac-simile of my Chemical Warehouse, and signed H. T. HELMBOLD.

The plaintiff therefore prays:-That it may be adjudged and decreed that the plain-the it may be adjudged and decreed that the plain-the it is a member of the Philadelphia Board of Brokers, and entitled to all the rights of membership

therein. And that the attempt of the members of the Board and of the said committee, under the instructions from or direction of the Board, to erect themselves from or direction of the matter complained of by

and of the said committee, under the instructions from or direction of the Board, to erect hemselves into a tribunate to try the matter complained of by Reuber Manley, Jr., as storesaid, is subversive of his, the plain iff's, rights, and is likegal. That the parties detendant, both the Committee and the members of the Board, be restrained oy spe-cial injunction until hearing, and perpetual there-after from investigating or adjudicating the matter of the alleged claims of Reuben Manley. Jr., against the plain iff's or from proceeding therein or against the plain iff's or from proceeding therein or against the plain iff's or from proceeding therein or against the plain iff's or from seever. And for such other and farther relief as the Coart may deem proce. The defendants, by their affidavits, admit the facts set forth by the plain iff in his bill, except the alleges thom that he refused to recognize the said of the Board either to investigate or adjudicate the said matter, and aver that he did appear before the Com-mittee at their first meeting and listened to the statement and testimoury offered by the suid Manley; and that he also produced before the Committee, and read in suppert of his defense, one or more letters and then reguested an adjournment, which was granted. They also claim the right to proceed, investigate,

They also claim the right to proceed, investigate, and take final action upon the complaint made against the plainiff upon three grounds, viz.--1. By virtue of their rules and regulations to which the plaintiff assented by becoming a member of the

the plaintiff assented by becoming a member of the Board. 2 My virtue of an inherent right in them, as an Association or B ard, to expel any member for fraudulent or other grossly immoral conduct. 3. Because the plaintiff submitted to the jurisdic-tion of the Board by appearing before the committee which was appointed to investigate the committee which was appointed to investigate the committee in which such companies are regarded by the Eag-lish law, although it has a large amount of property which below go to it in its joint or aggregate capacity. Such private associations are said not to be partner-ships as between themselves whatever may be their relations to third persons. White v. Browselt, 3 Abbott's Fractice Reports, new series, sit: Thomas vs. Etimaker, Parsons, 68. The Board of Brokers is a voluntary association of persons, who for convenience in the transaction of business with each other, have associated themselves to provide a common place for the transaction of height of the expenses incident to the support of the objects of the expenses incident to the support of the objects of the association. In which each for himself, at stated hours of the day, and for his in-dividual predit, may presente his own business and enter into state a engagements with his fellow-members. The support of the superise is not the transaction of the provide a common place for the target how a business and enter into strans of the day, and for his in-dividual predit, may presente his own business and enter into strans to take the the losses of the

members. The association does not share in the losses of the redividual association, each member takes his own gains and individually sustains the losses incident to his engrgements. (3 Abbot's Prac. Rep. 3:8.) These associations have some chemants in common with In the second se ittle doubt, therefore, that the same rules of iaw and equily, so far as regards the control of them and the adjudication of their reserved and i. hereat powers to regulate the conduct and to expel their members, apply to them as to corporations and joint work companies.

powers to regulate the conduct and to expel their members, apply to them as to corporations and joint atock companies. What these powers of regulation and exputation are is well settled by the law of Pounsylvanis. I. Where a charter of a society provides for an oftense, directs the mode of proceeding, and author rzes the society on conviction of a member to expel him, this exputation, if the proceedings are not irregular, is conclusive, and cannot be inquired into collaterally by mandamus solves crany obser mode it is like an award make by a tribunal of the charty's own choosing, for he became a member under and aubject to the articles and connot be insubject as well so thera. The became a member under and aubject to the articles and conditions of the charter, and of course to the provisions on this subject as well as others. The because a junctuation to pre-serve these tribunals in the line of order and the contract is conclusive, like that of any other judicial tribunal. The course entertain a jurisdiction to pre-rect abuses, but they do not inquire into the merits of what has passed in *rem judicates* in a regular course of proceedings. (Commonwealth vs. the Plice Beneficial Bociety for the Visitation of the site write and Biacasmitr's Society vs. Yandyke, 2 Winatron, 3 of the Society for the Visitation of the site vs. the commonwealth, 2 P. F. Smits, 125) II. The inherent power to expel a member may be exercised.... . When an offenre is committed which has no

II. The Inherent power to expel a member may be exercised:—

When an offenre is committed which has no immediate relation to a member's corporate duty, but is of ao infamous a nature as renders him unfit for the society of honest men. Such are the offenses of perjury, forgery, etc. But before an expulsion is made for a cance of this kind, it is necessary that there should be a previous conviction by a jury, according to the issue of the land.
When the offense is ngainst his duty as a corporate and conviction, by the corporation.
When the offense is of a mixed nature against the member's duty as a corporator, and in that case he may be aspelled, on trial and conviction, by the corporator, and also indictable by the law of the land.
Having thus defined the law, is the plaintif's case within any of the rules which would give the Board

offense against his duty as a member of the associa-tion. It is not alleged that he has in any mauner offended against the rights of interests of the Board of Bro-kers or failed in his duty as a member thereof, un-less his reiusal to submit to its claim of authority in this case can be construed is to an offense against his duty as a member of the Board. If he is right in resisting the authority which the Becard clain s over him, then be has committed no offense against his duty as a member. In such case his right of self. protection justifies him in his action, and he never fail fully discharges his duty as a mem-ber of the Board in resisting its encoachments than he would in anhaliting to lis unlayful authority. He becomes not only the vindicator of his own rights, but the vindicator and defonder of the rights of every member of the Board itself, Chief Justice Tilghman, in speaking of a Road itself, Chief Justice Tilghman, in speaking of a corporation taking cognizance of matters uncon-nected with the affairs of the society, said, "so far from its being necessary for the good government of the corporation, it appears to me that taking cogni-zarce of such offenses will have the permissions effect of introducing private lends into the bosom of the Scaley, and referenting the transaction of business," Commonwealth vs. St. Pairick's Bonevolent Society. 2 Binney, 449.

of introducing private fends into the bosom of the Scheigy, and ricerrupting the transaction of business." Commonwealth vs. St. Pairick's Bonevolent Bochsty. 2 Binney, 449. The question which next arises is, has the plateitiff or munited an indictable offerse of an infamous a na-ture as renders him nofit for the society of homest men, and which justifies the Board in taking cogni-zance of the complaint against him, and expering him from the Board if the be found guilly? The night be a sufficient answer to fols question to asy that before an exputieon is made for a cause of this k'n d i is necessary that there should be a pro-vious conviction by a jury according to the law of the land. (Com. vs. St. Patrick's Bockets). Blaney 4(s) The right of trial by jury for indicable offenses is a constitutional right. In such a trial, the platint would have compulsory process for obtaining wit-nesses in his favor. If the Board of Brokers should have no such process and this is one of the matters of which the plantiff compaties in his bill. The law has whely determined that, before a member of a corporation or society shall be expelled for such a constitution for shall be expelled for such a cause, he shal to be tried and convicted before a jury of his country. But waiving this question of the plaintiff's right of tria by jury, has he committed an indictable fibrase? Does Mr Manley's complaint against him exhibit such are offerse? The claim of Mr. Manley which was made bafore the Beard of Brokers, and which Mr. Gaw is the minority report of the committee appointed to inves-tigate the master reports as having been proved by Mr. Manley, is substitue appointed to hive the convert. Bost and independences to him by Mr. Lacon of which any of December, 1804, Mr. Leech ad-dressed a latter to Mr. Manley toving him to become

<text>

whether the Board had jurisdiction in the case; this was granted h m. "The committee yesterday received a communica-tion from him, accompanied by a jotter from his lawyers, in which they deny the right of the Board to interfere in the matter, as it was not a stock trans-

to interfere in the matter, as it was not a stock trans-action. The committee submit the communication and letter to the Board, as also a statement made by Mr. Manley to the committee." This is accompanied by a letter from the plaintiff to the committee of the same date, as the report sub-mitting the writ en opiniou of his counsel and de-clining the arbitration of the Committee under advice of his counsel. On the 28th Jonuary, 1869, Mesurs, Joseph C. Harris and C. P. Bayard, the majority of the committee, re-port. ' that in compliance with the order of the Board they summoned Mr. Leech to appear before them and make his reply to Mr. Manley's statement, and they received from Mr. Leech the two noises

"In the absence of any state ment from Mr. Leech your committee are unable to recommend any sc-tion, and beg leave to return the whole matter to the Board asking to be discharged from its further con-

<text><text><text><text><text><text><text><text><text><text><text>

ment. Susquehanna Canal sold at 122, no change; and Lehigh Navigation at 29%, no change. 9% was bid for Schuylkill Navigation common; 19 for preferred do.; and 60 for Morris Canal preferred.

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

-Navr & Ladner, Stock Exchauge Brokers, lo. 30 S. Taird street, report this morning's gold quotations as follows 1334 11-17 A. M. 10.00 A. M. 1911 10.15 "

54

133 11.25 133 1334 11·30 1334 11·35 -133 1.0 .. 138

10.50 **... 1333** 11.35 **... 1335** -Messrs. Jay Cooke & Co. quote Govern-ment securities, etc., as follows:-U. S. 6s of 1881, 113; @1135; 5-20s of 1862, 1144 @1143; 5-20s, 1864, 1114 @1114; 5-20s, Nov., 1865, 1124 @ 1123; July, 1865, 1103 @1103; do., 1867, 1103 @ 1103; do. 1868, 1103 @1104; 10-40s, 1093 @1093. Union Pacific bonds, 1014 @1013. Goid, 1333. -Messrs. De Haven & Brother, No. 40 South Third street, report the following rates of ex-change to-day at 1 P. M.:-U. S. 6s of 1881, 1134 @1134; do., 1865, 1124; @1124; do., 1864, 111 @ 1104; do., 1865, 1124; @1124; do., 1864, 111 @ 1104; do., 1865, 1124; @1124; do., 1866, 1104 @1134; do., 1865, new, 1104 @1104; do., 1868, 1104 @1104; do., 56, 10-408, 1094; do., 1868, 1104 @1104; do., 1867, new, 1104; @1104; do., 1868, 1104 @1104; do., 1867, new, 1004; @1094; do., 1868, 1104 @1104; do., 1867, new, 1004; @1094; do., 1868, 1104 @1104; do., 1867, new, 1004; @1094; do., 1868, 1104 @1104; do., 1867, new, 1004; @1104; do., 1868, 1104 @1104; do., 1865, 1224; @1124; do., 1865, 1104 @1104; do., 1865, new, 1004; @1104; do., 1868, 1104 @1104; do., 1867, new, 1004; @1104; do., 1868, 1104 @1104; do., 1865, new, 1004; @1104; do., 1868, 1004 @1104; do., 1865, 10408, 1094; @10333; @11984; @11334; @1134; @1134; do., 1865, 10408, 1094; @11334; @11334; @1134; @1134; @1134; @1134; @1134; @11334; @1134; @1134; @1134; @1134; @1134; @11334; @1134; @1134; @1134; @1134; @1134; @1134; @11354; @11354; @1134; @1134; @1134; @1134; @11354; @1134; @1134; @1134; @11354; @1134; @1134; @1135; @1134; @1135; @1134; @11

-Messrs. William Painter & Co., bankers, No. 36 South Third Street, report the following rates of exchange to day at 12 o'clock;-United States 6s, 1881, 113; @113;; U. S. 5-20s, 1862, 114; @114; do., 1864, 111@1114; do., 1865, 112; @112; do. July, 1865, 110; @110; do. July, 1867, 110; @110; do. 1868, 110; @110; 5s, 16-40s. 1691@1092. Compound Interest Notes, past due, 119.25. Gold, 1332@1332.

THE LATE DECISION of the United States Supreme Court that both coin and currency are a legal tender, and that all contracts for the payment of coin are valid and may be enforced by law, places the legal isability of the Union Pacific Railroad Company to pay the interest and principal of its first mortgage bonds beyond question. What some of the courts have heretofore held was a matter of honor has now become an obligation, and must enhance the market value of their securities.

These bonds are a first mortgage upon one of the longest lines of railroad in the world. The amount will be less than \$27,000 per mile. The earnings from local business over a portion of the road last year were over five million dollars, and after its completion early this season the immense through traffic of the Pacific States will increase this sum to fifteen or twenty millions. The payment of both interest and principal of the bonds in gold is, therefore, perfectly sure.

The present high price of Governments offers a favorable opportanity to sell and to reinvest in a bond equally safe and more valuable on account of the longer period before its maturity. The exchange will now pay a profil of from ten to fourteen per cent. As the issue of these bonds will soon cease, parties who desire to invest are invited to make their subscriptions at once. They will be received in this city by W. Painter & Co. and De Haven & Brother, who keep a line on hand for immediate delivery.

## Serious Accident.

MANCHESTER, N. H., Feb. 20.-C. H. Huribut, station agent here, had one of his legs out off, with other injuries, yesterday, by failing off the platform of a car.

FROM BALTIMORE.

The Storms-The Steinecke Mystery-Our Retiring President - Railroad

Special Despatch to The Evening Telegraph.

BALTIMORE, Feb. 20.-The wind storm night before last and yesterday morning was very severe in this vicinity, and blew down many chimneys, houses, fences, barns, etc., causing considerable damage. The gale on the Chesapeake and coast was also very heavy. Some steamers were detained several hours coming in and going out, and other vessels narrowly escaped.

All business will be suspended here on the 22d of February. J. N. Dubarry has been promoted to Vice-President of the Northern Central Railroad, and Mr. A. R. Fisk takes his place as General Superintendent.

Dre. Aikenjand Conrade have sent the result of their post-mortem examination of Miss Steinnecke to Carlisle, to be used as evidence in the examination of Doctor Paul Schoeppe, charged with her murder.

Mayor Banks and a Committee of City Councils proceed to Washington Monday next, to formally invite President Johnson to visit Baltimore after the 4th of March. It is understood he will accept.

There is scarcely a doubt on the part of John J. Creswell's friends here that he will be one of Grant's Cabinet, probably Secretary of the Interior.

Judge Weisel is determined to contest his seat in Congress against Hammel, Democrat.

#### **Congressional Seat Contested.**

WASHINGTON, Feb. 20-8, L. Hoge, Associate Justice of the supreme Conrt of North Caro-ling, arrived here last night. He claims a seat lina, arrived here last night. He olaims a sett in Congress from the Third District of that Stale. Mr. Reed, the Democratic candidate, received a majority of the votes cast, and has a certificate signed by the Board of Commis-sioners and the Governor that he received a majority of the legal votes cast.

The Death Penalty in Illinois.

CHICAGO, Feb. 20. -The Illinois House of Representatives voted yester lay, yeas 51, nays 31, to repeal a late act, and to restore the death penalty for certain crimes.

# THE EUROPEAN MARKETS.

By Atlantic Cuble.

This Morning's Quotations. LONDON, Feb. 20-A. M. -Consols, 93 for both money and account. United States 5-20s, 784. American stocks quiet; Eric Bailroad, 243;

784. American stocks quiet, Mid-lill.nois Central, 97. Liverpoor, Feb. 20-A. M.-Cotton dull. Mid-Liverpoor, Feb. 20-A. M.-Cotton dulls, 12d. dling uplands, 11gd.; Orleans middlings, 12d. The sales to-day are estimated at 5000 bales. Corn is quoted at 32\*, for old and 30s. 6d. for

LONDON, Feb. 20.—Cotion closed last night

easier but unchanged. This Afternoon's Quotations.

This Afternoon's Quotations.
 London, Feb. 20-P. M. — The closing rate for Contols is 93 for money and 93@ 931 for account; U. S. 5-20s. 781; Illinois Central, 974; Great Western Railroad. 30.
 Livespoor, Feb. 20 - P. M. — Cotton quiet, Upland middlings, 113d.; Orleans'middling, 12d.; The sales amount to 7000 bales.
 Lard, 76a; Bacon. 58s.; YTallow, 45s. 6d. — Lownow, Feb. 20-2 P.M. — Sugar afloat, 29s.6d.