

# Pittsburgh Gazette.

VOLUME LXXXIV.

PITTSBURGH, TUESDAY, APRIL 6, 1889

NUMBER 84.

## FIRST EDITION.

TWELVE O'CLOCK, M.

### HARRISBURG.

**Proceedings of the Legislature—Reward for the Broadhead Murderers—The General Registry Law—Monument Dedication—Case of Twitchell.** (By Telegram to the Pittsburgh Gazette.)

SENATE.  
HARRISBURG, April 5, 1889.  
FINAL ADJOURNMENT.  
Mr. WALLACE introduced a joint resolution for final adjournment April 16th.

**BILLS PASSED.**  
The bill authorizing railroad companies to subscribe to the stock of improvement companies, passed finally, with Schuyler county exempted from its provisions.  
The bill authorizing the appointment of a police force in Petroleum Centre, passed.

Mr. GRAHAM called up the bill authorizing the congregation of convicts in Eastern Penitentiary for cleaning and religious services. Passed.

**HOUSE OF REPRESENTATIVES.**  
PETITIONS, ETC.

Mr. WILSON, of Allegheny, presented a remonstrance from the Eighth Ward, Allegheny city, against the School Board borrowing money.

Mr. HUMPHRIES, of Allegheny, a petition from Sharpburg and Enns for a law authorizing the citizens to vote for or against liquor licenses.

**REWARD FOR BROADHEAD MURDERERS.**  
Mr. WILSON introduced a joint resolution authorizing the Governor to offer a reward of two thousand dollars for the capture of the Broadhead murderers. Passed finally.

**THE INSANE BILL.**  
Mr. CLARKE, of Warren, moved the general insane bill be the special order for Wednesday. Agreed to.

**THE JURY LAW.**  
Mr. WEBB, of Bradford, called up the Senate supplement to the Jury Law, 1887, allowing the Court to order new lists for deficiencies in jury wheels. Passed finally.

**SUPERVISORS.**  
Mr. KERR, of Allegheny, introduced a bill fixing the number of supervisors in Elizabeth township, Allegheny county. Passed finally.

**COUNTY SURVEYORS.**  
Mr. NICHOLSON called up the bill authorizing the county surveyors to set in their successors as duly qualified. Passed finally.

**LATERAL RAILROADS.**  
Mr. NICHOLSON also called up the bill relative to lateral railroads, authorizing parties to abandon construction and make equitable settlement, with a view to leaving Washington and Fayette counties. Passed finally.

**OTHER BILLS PASSED.**  
Mr. HUNTER introduced a bill extending the jurisdiction of Aldermen and Justices of the Peace, and relative to State Cemetery Association of Greensburg. Passed finally.

Mr. PORTER, of Cambria, called up the bill creating an additional Court in Cambria county. Passed finally.

The bill repealing the act changing the venue in certain cases from Allegheny to the Butler county, passed by Mr. Wilson, of Allegheny, of Clinton, and passed finally.

The bill confirming the jurisdiction of the Butler County Pleas Court in the case of Butler county against the North-western Railroad, was favored by Mr. Edwards, of Lawrence, and passed finally.

The bill authorizing the election of a Board of Licenses in Titusville passed finally.

**REGISTRY BILL.**  
The General Registry bill from the Senate was called up by Mr. STRAIN, and opposed by dilatory motions and points of order from the Democratic side. Mr. STRAIN withdrew the bill, substituting an entirely new bill, principally the same as the Senate bill before amended.

The bill, with an additional section specially providing for Philadelphia, passed second reading by a strict party vote.

**MONUMENT DEDICATION.**  
Invitations were extended to both Houses to participate in the dedication of the Dauphin County Soldiers' Monument on Wednesday.

**THE CASE OF TWITCHELL.**  
It is understood that all efforts to obtain a pardon or reprieve for Twitchell will fall with the Governor.

**Difficulty at Michigan State Prison.**  
By Telegram to the Pittsburgh Gazette.  
DETROIT, Mich., April 5.—The keepers, twenty-two in number, having charge of the convicts in the different shops in the State Prison at Jackson, resigned this morning, because their salaries were not raised by the Legislature. Work in the shops has entirely ceased, and the convicts are locked in their cells. The contractors have notified the Agent that they will hold the State responsible for damages, which will amount to over one thousand dollars per day. The salary fixed in the new law is five hundred dollars. The Agent has called a meeting of the Board of Inspectors for tomorrow to consider the state of affairs. The Legislature adjourned sine die to-day.

**Central Pacific Railroad Progress.**  
By Telegram to the Pittsburgh Gazette.  
SAN FRANCISCO, April 5.—The Central Pacific Railroad is completed to the six hundred and thirty-mile point. Since the removal of the Democratic Commissioners seventy miles have been constructed, but no Commissioners are authorized to examine and report upon the work. The track laying progresses five miles a day, and is expected to reach Ogden in twenty days.

**Broadhead Murderers—One Recaptured.**  
By Telegram to the Pittsburgh Gazette.  
SANTON, Pa., April 5.—One of the Broadhead murderers, who escaped from the Stroudsburg jail on Saturday night, has been recaptured. Brooks is still at large.

## THE CAPITAL.

**Additional Nominations—Confirmations by the Senate—Writ of Error in Twitchell Case Refused—The Tariff Question.**

(By Telegram to the Pittsburgh Gazette.)  
WASHINGTON, April 5, 1889.

**SUPPLEMENTARY CURRENCY BILL.**  
The Committee on Banking and Currency had before it, this morning, the bill in relation to currency. Mr. Jones, of Kentucky, moved to report it back to the House with the recommendation that it pass. Negatively. The Committee then proceeded to consider the proposed amendment, but had not completed its consideration at adjournment.

**SUPREME COURT DECISION.**  
The Supreme Court to-day delivered an opinion in the case of James T. Austin, plaintiff in error, vs. Board of Aldermen, in error on Supreme Judicial Court of the Commonwealth of Massachusetts. The corporation had taxed a number of shares held by Austin in various banks. He set up that the State act relating to returns and taxation of shares on associations for banking established under the laws of the United States was repugnant to the Constitution. The Supreme Court affirmed the validity of the statute of Massachusetts.

The Supreme Court adjourns on the 10th of October. No argument will be heard after Friday.

**APPOINTMENTS.**  
The following nominations were sent into-day: James M. Ashley, Governor of Territory of Montana; W. M. Bateman, United States Attorney Southern District, Ohio; Jerry S. Hazlett, United States Attorney, Wisconsin; B. F. Demarest, Chief Justice Supreme Court, Territory of Michigan; Edward Evans, Associate Justice, Territory of Wyoming; Maynard, Attorney Eastern District, Michigan; John A. Norris, Pension Agent, Columbus, Ohio; Frank W. Lee, Receiver Land Office, Wyoming Territory.

The following Registers of Land Offices: Lewis Dugal, Denver, Colorado; Henry Walter, Santa Fe, New Mexico; Clark, Olympia, Washington Territory; Wm. R. Berry, Prescott, Arizona. The following to be Surveyors: Gen. Russ Spencer, New Mexico; W. H. Beadle, Dakota; H. D. Washburn, Montana; Edward Ruger, Wyoming; E. B. Terry, Washington; Janet W. Daniels, Washington; George W. H. Smith, Kansas; Wm. I. Holloway, Indiana; Isaac Keyes, Springfield, Ill.; F. A. Eastman, Chicago; H. W. Hager, Lancaster, Pa.; Wm. H. H. Hager, Lancaster, Pa.; Alvan F. Flanders, Governor of Washington Territory; Obed F. S. Strickland, Associate Justice of the District Court for Utah; Joseph A. Glover, Attorney Northern District, Illinois; Aubrey H. Smith, Attorney Eastern District, Michigan; George S. Ruster, Treasurer of the United States Mint and Assistant Treasurer at Philadelphia; H. Campbell, Marshal Northern District, Ill.

Collectors of Customs: W. R. Holliday, Wheeling, W. Va.; Thomas Steel, Pittsburgh, Pa.

Collectors of Internal Revenue: Geo. O. Evans, Third District, Penna.; Geo. W. Davis, Twenty-second District, Penna.; Geo. Eub, Eighteenth District, Penna.; Charles J. Bruner, Fourteenth District, Penna.; Charles M. Merrick, Twenty-fourth District, Penna.; Assessors Internal Revenue: O. M. Matthews, Second District, W. Va.; Albert Chamberlain, Second District, Kansas; Samuel Know, Thirtieth District, Penna.; David M. Kurnham, Tenth District, Penna.; John E. Kerry, First District, Penna.; Russell Ernst, Twenty-second District, Penna.

**THE TARIFF QUESTION.**  
The Committee of Ways and Means today passed a resolution that they will personally examine into all the custom houses, warehouses, revenue offices, &c., and everything pertaining to the revenue, in order to enable them to frame a tariff bill by the next session of Congress. They will probably extend their visits from Boston to San Francisco, commencing at New York in May.

**WRIT OF ERROR DENIED.**  
Chief Justice Chase to-day denied the writ of error in the Twitchell case, on the ground that the fifth and sixth amendments to the Constitution were not restrictions upon State Governments, but only on the Government of the United States.

**PROPOSED BARRIERS.**  
Various friends of Cuba proposed to serenade to-morrow night, the special envoy of Cuba, but they have abandoned the design in accordance with his wishes.

**BILLS SIGNED.**  
The President to-day signed the modified Tenure-of-Office bill, as passed by Congress.

**Election in Michigan.**  
By Telegram to the Pittsburgh Gazette.  
DETROIT, Mich., April 5.—A light vote was cast to-day. The Republicans elect Thos. Cooley, Justice of the Supreme Court, Jones H. McNew and Joseph East, Brook. Regents of State University, by probably the usual majority; also elect Discourt. Judges in nearly all the circuits. In this city the total vote was only 2,776. Last fall it was over 12,000. The Democratic majority on Justice of the Supreme Court is 67.

## SECOND EDITION.

FOUR O'CLOCK A. M.

### FORTY-FIRST CONGRESS.

[FIRST SESSION.]

**Terminal of the Pacific Railroad—Discussion of the Question in the Senate—General Business in the House—Contested Elections in South Carolina—Ewing Session for General Debate.** (By Telegram to the Pittsburgh Gazette.)

SENATE.  
WASHINGTON, April 5, 1889.

Mr. TRUMBULL, from the Committee on Judiciary, reported, without amendment, the bill prescribing the oath of office to be taken by persons who participated in the late rebellion, but who are not disqualified from holding office by the Fourteenth amendment to the Constitution of the United States. It provides when such person shall be elected or appointed to any office of trust or honor under the United States Government, and shall not be able to take the oath prescribed July 24, 1862, on account of participation in the late rebellion, they shall, in lieu thereof, before entering upon the duties of their office, take the oath prescribed in act of July 17th, 1868, prescribing an oath of office to be taken by persons from whom legal disabilities shall have been removed.

Mr. THURMAN, from the same Committee, reported, with amendments, the bill for the sale of Hot Springs Reservation, Arkansas.

Mr. SCHURZ introduced a bill making St. Louis and Cincinnati ports of call for the United States mail.

Mr. SUMNER introduced a bill providing United States Courts interfering with the Judiciary Committee.

Mr. CHANDLER called up the bill authorizing the New York, New Jersey and London and Lansing Telegraph Companies to land cables on the United States coast.

Mr. STOCKTON's amendment, giving the same permission to any company, chartered by any State, was pending.

While advocating his amendment, the morning hour expired, and the joint resolution to protect the interests of the United States in the Union Pacific Railroad came up.

The question pending was on Mr. RANDALL's amendment concerning the appointment of a Select Committee to inquire into the conduct of the Board of State Canvassers in South Carolina, relative to the system of terrorism in that State, which prevented a fair canvass in the Presidential election of 1876.

The bill, as amended, was read a second time, and the joint resolution was passed.

Mr. RANDALL presented a minority report on the bill.

A message from the President announced that he had signed the Tenure-of-Office bill.

The business of the Speaker's table was again considered, and several additional bills and resolutions returned appropriately.

The Senate joint resolution enabling actual settlers to purchase certain lands from the President, submitted by the House, was passed, with an amendment, in the nature of a substitute.

Mr. RANDALL presented a message from the President, submitting the report of the President of the Union Pacific Railroad, with a tabular statement as to the destruction of American merchant vessels by privateers during the war. Referred to the Committee on Commerce.

Mr. DAVES, from the Committee on Appropriations, reported back the Indian Appropriation bill, with the Senate amendments, which was made the special order for tomorrow.

The SPEAKER presented a message from the President, submitting the report of the Secretary of State, with a tabular statement as to the destruction of American merchant vessels by privateers during the war. Referred to the Committee on Commerce.

Mr. DAVES moved to offer a resolution for a Select Committee of seven on election frauds.

Mr. ELDREDGE objected.

Mr. FARNSWORTH introduced a joint resolution authorizing the submission of the Virginia Constitution to a vote of the people, and authorizing the election of State officers provided by the Constitution, and of members of Congress. Referred to Reconstruction Committee.

Mr. FARNSWORTH, from the Post-office Committee, reported the post office bill. Passed.

Mr. FARNSWORTH offered a resolution for an investigation into the election of the Third and Fourth Districts of South Carolina. Referred to Committee on Elections.

The House then, at half past four o'clock, took a recess, the evening session to be general debate only.

tion, went into Executive Session and subsequently adjourned.

**HOUSE OF REPRESENTATIVES.**  
Mr. FLEMING introduced a bill to provide for the discharge of the Union upon its adoption of a Republican form of Territorial government. Adjourned.

Mr. NEALEY, a bill reducing the number of army officers.

Mr. WRENCH, establishing a Law Department; also, a bill to provide for the election of judges to free discussion in unconstructed States.

Mr. FLEMING, a bill appropriating \$100,000 for a custom house, postoffice, &c., at Paducah, Ky.

Mr. WHEELER, a bill aiding the Nashville and Decatur Railroad with lands.

Mr. SMITH, of Tennessee, a bill appropriating \$200,000 for custom house and postoffice at Memphis.

Mr. JULIAN, a bill making Fort Colson military reservation, Colorado, subject to pre-emption for homesteads.

Mr. STEVENS, a bill confining the eight hour labor law to post office employees.

Mr. HOOPER, a bill to transfer the custom house from the lakes to the seaboard.

Mr. WINANS, a bill to fund the public debt also, to amend the bill taxing whisky and tobacco.

Mr. JONES, of Ky., offered a resolution instructing the Committee on Appropriations to inquire into the propriety of applying part of the appropriation to coast survey to enable its Director to cooperate with the commissioners operating on the Ohio and Mississippi rivers for the purpose of obtaining an accurate general and topographical survey. Adopted.

Mr. JONES also offered a resolution instructing the Judiciary Committee to inquire into the propriety of restoring to Mrs. Mary Custis Lee the Mount Vernon relics taken from her house at the sale of the same, and now in the Patent Office. Adopted.

Mr. JULIAN reported a resolution to declare void so much of the Cherokee Indian treaties as authorized the sale of lands at \$1.25 per acre. Adopted—98 to 55.

Mr. SHANKS moved that the Judiciary Committee investigate the charges against Judge Busted of Alabama.

Mr. COBURN introduced a bill supplementary to the Currency act of July 31, 1862, and over bill Monday next.

The business on the Speaker's table was then considered.

Several Senate bills and resolutions were taken up and the following passed: To carry into effect the treaty with Mexico for the adjustment of claims.

To amend the act extending the charter of Worcester to the territory of the State of Kansas.

The President of the Freedmen's Bureau Hospital at Richmond, Virginia, and the District of Columbia.

Mr. RANDALL presented a message from the President, submitting the report of the President of the Union Pacific Railroad, with a tabular statement as to the destruction of American merchant vessels by privateers during the war. Referred to the Committee on Commerce.

Mr. WASHINGTON, of Wis., advocated the bill, saying the opposition came from a private interest, and that the bill was in the interest of the poor man who wanted to settle on public lands.

Mr. WASHINGTON declared the actual settlers in the counties through which the railroad was to be built were anxious to have the bill passed.

Mr. BUTLER, of Massachusetts, opposed the bill, because he had set himself against all railroad subsidies, whether in land or money.

After further discussion the bill was referred to the Committee on Public Lands.

Mr. DAVES, from the Committee on Appropriations, reported back the Indian Appropriation bill, with the Senate amendments, which was made the special order for tomorrow.

The SPEAKER presented a message from the President, submitting the report of the Secretary of State, with a tabular statement as to the destruction of American merchant vessels by privateers during the war. Referred to the Committee on Commerce.

## NEW YORK CITY.

**Fisk vs. Union Pacific Railroad—Eighty Thousand Dollars in Securities Sold.** (By Telegram to the Pittsburgh Gazette.)

NEW YORK, April 5, 1889.

In the case of Fisk vs. the Union Pacific Railroad, an affidavit was filed in the Supreme Court to-day by Oakes Ames, a stockholder, and Thomas C. Crane, John B. Alley, Sidney Dillon and Cornelia S. Bushnell Directors of the company, which states that during the progress of the work a contract for construction was made, which was not to be binding unless approved by the stockholders, but that after the purchase of six shares of stock from a party who had assented to this contract, receiving a certificate for the same, upon which was endorsed an express indication of all the acts of which he was complaining, he is therefore stopped from making any such complaint, and that it was made without any intention of becoming a bona fide stockholder; that if valid, the company's stock is invalid, and that the contract for construction tendered the subscription; that he never intended to subscribe for the same, and that he is therefore stopped from making any such complaint, and that it was made without any intention of becoming a bona fide stockholder; that if valid, the company's stock is invalid, and that the contract for construction tendered the subscription; that he never intended to subscribe for the same, and that he is therefore stopped from making any such complaint, and that it was made without any intention of becoming a bona fide stockholder; 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