

CORRESPONDENCE from all portions of Eastern Oregon is solicited for the DEMOCRAT. All communications, to receive attention, must be accompanied by a responsible name. Personal communications will be charged as special advertisements.

S. M. PETTENGILL & CO., 10 State Street, Boston, 57 Park Row, New York, and 701 Chestnut Street, Philadelphia, are our Agents for procuring advertisements for the BEDROCK DEMOCRAT, in the above cities, and are authorized to contract for advertising at our lowest rates.

JOB WORK.
We are now prepared to do all kinds of JOB WORK on short notice and at reasonable rates.
N. B.—All Job Work MUST BE PAID FOR ON DELIVERY.

PROFESSIONAL CARDS.

L. O. STERNS, T. C. HYDE,
NOTARY PUBLIC.

Sterns & Hyde,
Attorneys and Counselors at-Law,
BAKER CITY, OREGON.

L. O. STERNS will attend the Courts of the Fifth Judicial District, and of Idaho and Washington Territories.
Water Rights and Mining Litigation a SPECIALTY.
Collections promptly attended to.
June 18, 1873. n6y

ANDREW J. LAWRENCE,
Attorney-at-Law,
BAKER CITY, OREGON.

WILL PRACTICE IN ALL COURTS of the State.
Baker City, Sept. 1, 1873. n17y.

J. M. SHEPHERD,
Attorney-at-Law,
BAKER CITY, OREGON.

S. V. KNOX,
Attorney at Law,
(And Notary Public.)
WESTON, OREGON.

Will practice in the Courts of this State and Washington Territory.
SPECIAL ATTENTION PAID TO LAND Business, and Collections. n134f

JOSEPH H. SHINN,
Notary Public
AND
Conveyancer,
Will attend to Conveyancing and making ABSTRACTS OF TITLE.
Baker City, Sept. 11, 1872. n184f

E. W. REYNOLDS,
NOTARY PUBLIC
AND
DEPUTY U. S. MARSHAL.
Office with John Brattain, Three Doors South of BEDROCK DEMOCRAT office, on side of the Street.
Baker City, Sept. 3, 1873. n17m4

A. J. THIBODO, M. A. M. D.
M. A. Queen's University, } Canada,
M. D. Trinity University, } 1854.
Physician, Surgeon, &c.
Office and Residence, at A. H. Brown's former residence, nearly opposite the Bedrock Democrat Office.
Baker City, Oregon, Nov. 10, 1874. y

T. N. Snow, M. D.
Physician and Surgeon,
BAKER CITY, OREGON.
OFFICE—In the new Building immediately South of the Western Hotel.
MEDICAL EXAMINER
For the New York Life Insurance Co. n131f

J. P. Atwood, M. D.
(Graduate of the College of Physicians and Surgeons New York and of the Medical Department of the Williams University.)
PHYSICIAN AND SURGEON,
Terms cash, or no patronage solicited.
Office one door north of City Drug Store. n17
BAKER CITY, OREGON. [tf

John F. Chord,
Carpenter and Joiner,
BAKER CITY, OREGON.
Designs and Specifications Furnished.
Estimates Made. Terms Liberal.
Baker City, Nov. 17, 1874. n28y

S. J. M'CORMICK,
Importer and Dealer in
Books, Stationery, Toys, Music, and
NEWSPAPERS,
FRANKLIN BOOK-STORE AND SANTA CLAUS' Headquarters, Fire-proof
Brick Building, 105 Front street, Portland, n17
Oregon. [tf

Undertaker.
J. W. CLEAVER
Informs the Public that he is prepared to do all kind of work in the Undertaking Business on short notice and at reasonable prices.
Baker City, Oct. 1, 1873. n21f

Sewing Machines—A Grover & Baker, and a Florence, both new and the very best—for sale. For particulars, enquire at this office. n50tf

New Drug Store.

H. N. MCKINNEY,
Corner of Main Street and Valley Avenue,
BAKER CITY, OREGON.

Would respectfully inform the public that he has recently received a well selected and fresh stock of
Drugs,
Chemicals,
Paints, Oils,
Perfumeries,
Patent Medicines,
Soaps,
Wines,
Brandies,
Whiskies and
Cordials,
For medicinal purposes. Family Medicines carefully prepared. Prescriptions accurately compounded, at all hours of the day or night. Give us a call. n5

MILLINERY AND FANCY GOODS,
AT THE
NEW STORE,
First door above the Express Office.
Ladies Fancy and Millinery Goods in Store, and Latest Styles received by Express every Month, and for sale at most reasonable Prices.

Dress Making
Done to Order, and at Short Notice by
MRS. L. J. HUSTON.
Baker City, April 18, 1874. n51m6

IS AGENT FOR
Grover & Baker's Sewing Machines.
Baker City, Dec. 1, 1872. n304f

Western Hotel.
MAIN STREET, BAKER CITY.
REID & FLETCHER, Prop'rs.

THIS HOUSE has been enlarged and re-fitted, and is now the best Hotel on the Umattila and Idaho stage route. Stages leave this House for above and below, and also for Clark's Creek, Eldorado, Gem City and Sparta.
Connected with the Hotel will be found a first class
SALOON!
Liquors, Wines and Cigars of the best quality. Phelan's Improved Billiard Tables all in good order.
N. B.—Those indebted to either the Hotel or Saloon are requested to appear at the Captain's office and settle. n5033f.

RAIL ROAD HOUSE.
CLEMENT & SICORD, Proprietors,
Baker City, Oregon.

The Proprietors respectfully inform the Public that they have purchased the Baker City Hotel, and have fitted it up as a First Class Hotel, where they will be found at all times ready to attend to the wants of the
Hungry and Weary,
In a manner that will give satisfaction. The Table will be supplied with the best
MARKET WILL AFFORD.
Give us a call, and then you can judge of our ability and capacity to please our customers. n511f
CLEMENT & SICORD.

HOTEL RESTAURANT
de
FRANCHE,
JOSEPH MANAUDAS, Proprietor,
BAKER CITY, OREGON.

THE PROPRIETOR HAS BOUGHT the Hotel restaurant, next door to the Post Office, formerly kept by Sicord & Whitcomb, and has fitted the same up in the best style as a Hotel, on the French Restaurant Style. He is prepared to accommodate the Public, and is determined to give entire satisfaction.
The House is open from five o'clock in the morning until twelve at night, during which time customers will be supplied with the best of everything to be had in the
MARKET.
Baker City, July 4, 1874. n31f

LIVERY STABLE
MESSRS. KILBURN & PERKINS

Respectfully Inform the Citizens of Baker City and County, and the Public generally, that they have purchased the
Livery Stable
Formerly kept by John Eppinger, and that they are prepared to furnish customers with the best of
Single or Double Turn-outs,
Either night or day, with or without drivers, at the very lowest rates. First class Saddle Horses on hand. Horses boarded and the best of care bestowed. We keep nothing but the best of Stock and Buggies.
Come and see us, Everybody, and we will do our best to please you.
KILBURN & PERKINS.
February 10, 1874. n404f

LIVERY STABLE
GRIER & KELLOGG
Having completed their New Stable, have now the finest and best regulated
Livery Stable
In Eastern Oregon,
Where they will carry on the Livery Business in all its branches.
STOCK BOUGHT AND SOLD,
Baker City, Nov. 13, 1872. n134f

Corner Drug Store,

J. W. WISDOM, Proprietor,
Corner Main Street and Valley Avenue
Southwest Side,
BAKER CITY, OREGON.

KEEPS CONSTANTLY ON HAND a Full Assortment of all kinds of
DRUGS,
MEDICINES,
PAINTS and OILS,
WINDOW GLASS,
VARNISHES,
BRUSHES, and
WINES & LIQUORS
For Medicinal Purposes.
TOILET ARTICLES
Of Every Description.
Prescriptions prepared at all Hours. City and Country Trade Solicited.

Best Brands, of Family Groceries, Tobaccoes, Cigars, &c., constantly on Hand, at the Lowest Prices.
Baker City, Oct. 7, 1874. n221y

J. B. GARDNER,
WATCHMAKER AND JEWELER,
ESTABLISHED IN BAKER CITY IN 1867,
Keeps constantly on hand a well assorted Stock of
WATCHES, CLOCKS & JEWELRY,
and is prepared to do all kinds of work in his line of business.
Waltham and Elgin Watches at Factory Prices.
S. A. GAINES. GEO. J. BOWMAN.

GAINES & BOWMAN,
Blacksmiths
AND
Manufacturers of Buggies & Wagons.

WE ARE GETTING OUR TIMBER direct from St. Louis, Mo., and none but the very best is Purchased, we are therefore prepared to Warrant all our work.
We are now fully prepared to complete any
Buggies or Wagons
On short notice, and we can say we have the Very Best of Workmen in our employ.
Every one wanting a Buggy or Wagon will save time and money by giving us a call and examining our work for themselves.

Horse-shoeing.
Special attention is paid to Horse Shoeing. All repair work done on short notice. We are thankful for past patronage, and still solicit a continuance.
GAINES & BOWMAN.
Baker City, March 11, 1874. n444f

Blacksmithing
AND
WAGON MAKING,
In All the Various Branches
carried on by the Undersigned, at their Shop, at the
Head of Main Street,
BAKER CITY, OREGON.
He will do as good work, at as reasonable Prices, as any other Shop in the Country.

Plows
Manufactured to order.
S. B. McCORD.
Baker City, Feb. 10, 1874. n404f

Buy Your Lumber at the
Old, Reliable
Ebell's Old Mill.
WE HAVE REFITTED THE
Mill and make the best Lumber in the country, at prices to suit the times.
Any bills left at our Mill receive as prompt attention in the future as in the past. We saw everything from a Lath to the Heaviest Timbers.
Clear and seasoned Lumber always on hand.
Bills left with J. W. Wisdom will receive immediate attention. By strict attention to business, we hope to receive our share of public patronage.
An unlimited amount of Grain taken in exchange for Lumber.
Elliott & Van Patten.
March 1, 1874. n344f.

Lumber—New Saw Mill.
McCord Brothers HAVE their New Saw Mill in complete running order, and it is doing the best work. It is located at
Pocahontas,
Where they are prepared to fill all bills for Lumber at short notice, and at as
Reasonable Prices
As any other Mill in the country. Orders or Bills for Lumber can be left at the Blacksmith Shop of S. B. McCord, in Baker City, and they will be promptly filled.
S. B. McCORD,
B. D. McCORD,
J. P. McCORD.
P. S.—All business in connection with the Mill will be attended to by
B. D. McCORD.
November 11, 1873. n274f

Wanted,
30,000 Pounds of Wheat at the BEDROCK DEMOCRAT Office immediately, for which the highest Cash price will be allowed. n284f

IMPORTANT DECISION.

The State Treasurer's Case Decided.
In the Supreme Court of the State of Oregon, December Term, 1874. Joseph Simon, respondent, vs. A. H. Brown, as Secretary of State, appellant, and Marion County, W. H. Ellinger for appellant E. C. Bronchger for respondent. McCARTHY, J.

Simon alleges that on November 7, 1872, the Secretary of State drew a warrant on the State Treasurer in the following form:
STATE OF OREGON,
SECRETARY DEPARTMENT,
SALEM, Nov. 7, 1872.
\$504.
State Treasurer will pay out of the Gen. Fund, at the order of the Auditor, the sum of five hundred and four dollars.
(Signed)
S. F. CHADWICK,
Secretary of State.

"Centennial Commemorative."
That on said date the same was presented for payment, and for want of funds was not paid, and the then Treasurer endorsed the same as
"Presented and not paid for want of funds, Nov. 7, 1872."
L. FLEISCHNER, Treasurer.

That, afterwards, during the same term of the Legislature, the plaintiff is now the owner and holder.
That the Legislative Assembly, at its Eighteenth Session, passed an act for the purpose of providing for the ordinary expenses of the State Government, and other general and specific appropriations, by which the said Legislative Assembly did appropriate the sum of \$33,157.84, or so much thereof as might be necessary for the several objects in said act mentioned for two years, commencing from September 14, 1874, to be paid out of any money in the Treasury not otherwise appropriated, besides the sum of \$7,250 appropriated out of specific funds for specific purposes.

Section 19 of said act it is provided that "No money shall be paid out under this Act except upon warrants drawn by the Secretary of State upon the Treasurer, and presented prior to Nov. 7, 1872, and endorsed: "Presented and not paid for want of funds," whether the same have been issued before or after the passage of this Act."

That by Section 20 of said act it is provided that "Owing to the necessity of maintaining the public credit, this act shall take effect and be in force from and after its approval by the Governor," and that it was approved Oct. 24, 1874.
That there are outstanding warrants drawn by said Secretary of State upon said Treasurer, and presented prior to Nov. 7, 1872, and endorsed: "Presented and not paid for want of funds," to the amount and for the sum of twenty-two hundred dollars (2,200) and not to exceed that amount, and that there is now in the General Fund the sum of seven thousand or more dollars (7,000) in U. S. currency, which was received otherwise than for taxes, the requisite portion of which is applicable to the said warrants, and that none of said warrants should be paid out by the Treasurer towards the satisfaction of the warrant aforesaid with interest from the date of its endorsement by the Treasurer.

That on Nov. 30th, 1874, the plaintiff caused the warrant aforesaid to be duly presented and demand made for payment thereon, and that none of said warrants were paid by the Treasurer, and that the defendant, A. H. Brown, the defendant, then follows a prayer for a writ of mandamus commanding the Treasurer to receive and pay said warrant with interest to and from the date of its endorsement by the Treasurer.

The defendant answers and says:
1. That he refuses to pay said warrant because the same belong to and are a part of the defendant's warrants drawn upon the State Treasury for which no appropriation was made by the Legislative Assembly, and that he has no authority to pay any warrants presented to him unless authorized by Act of said Assembly and that said warrant is part of an indebtedness for which there has been no appropriation.
2. That the act for the purpose of providing for the ordinary expenses of the State Government, and other general and specific appropriations, which was approved Oct. 24, 1874, and which provided for the payment of certain extra-ordinary expenses incurred prior to that date, for which payment is neither generally nor specifically provided by the Act, containing this Act, is in the duty of the Court to ascertain if possible the intention of the Legislature, and in so doing the preamble and the general purview or body of the Act are to be taken into consideration, and it is the duty of the Court to put a reasonable construction upon all its sections and clauses, in order to accomplish its obvious purpose and in order that its provisions may if possible stand. Whenever the intention of the makers of a statute can be discovered, it ought to be followed with reason and discretion in the construction of the statute, although such construction seems contrary to the letter of the statute. "A thing which is within the letter of a statute is not within the statute unless it be within the intention of the makers." Griswold vs. National Insurance Co. 3 Cowen 96. The obvious purpose of the act under consideration is to provide the necessary funds to defray the expenses of the State Government for two years succeeding September 14, 1874, for it does not appear that it was passed in pursuance of Art. 9, Sec. 6 of the State Constitution, but on the contrary it was passed in virtue of Art. 9, Sec. 3 of the Constitution and of Sec. 53, p. 769, of the General Laws.

If we look to the mere words of section nineteen there is an apparent inconsistency between it and the other sections of the act, but when viewed in the light of the preamble and the other sections that inconsistency disappears, and the section may with much reason be taken to mean that no money shall be paid out under the act except upon warrants drawn by the Secretary of State upon the State Treasurer and all warrants drawn by the Secretary upon the Treasurer in virtue of this act shall be paid by said Treasurer in the order in which they have been presented and endorsed: "Presented and not paid for want of funds," whether the same have been issued before or after the passage of the Act. It must be borne in mind that this Act was approved October 24, 1874. Also that Sections Five and Nine provide, among other things, for the payment of certain deficiencies in the Mute School Fund and Penitentiary Fund. Therefore the words "whether the same have been issued before the passage of this Act" are intended to embrace such warrants as represent the deficiencies in the fund just mentioned. There is no reference whatever in the Act to the Centennial Commemorative Fund, and hence the said No Section thereof can properly be held to govern the payment of the warrants drawn thereon.

We therefore are of the opinion "that the warrant for the recovery of which this proceeding was instituted should be paid out of the fund first alluded to (the \$7,000), and the Treasurer should set apart the fund in accordance with the provisions of the Act approved October 24, 1874, commonly called the Centennial Commission Act.
Judgment affirmed.

STRAW BIDS.
The Postmaster-General has taken hold of the straw bid question in connection with some of the principal routes in the Western States and Territories with great earnestness, and his action to-day in regard to routes in Oregon may be taken as indicating his course with all the rest. On investigation he found that Ben Holladay, Barlow, Sanderson & Co., have been able to control immense contracts at high rates, through a system of straw bids, and he has informed them that while their bids for the next year are the lowest responsible ones, he considers the price to be high, and will not pay it; that he will not allow his department to be hampered by what he knows full well is a ring. Thinking they had the department at their mercy the contractors coolly informed him that if he did not accept their terms they would not continue the service. He replied that he should re-advertise the route and see that responsible bidders got an opportunity to make honorable competition.

To-day Senator Mitchell called upon Mr. Jewell to re-monstrate with him respecting his proposed action to again advertise for the performance of service. The senator stated that such a course would consume valuable time, and in the mean time Holladay might refuse to carry mails at all and the people of Oregon, especially in the eastern part of that route now being served by Holladay, would suffer for want of mail facilities. Mr. Jewell replied that he thought \$600 a day was too much to pay for seven hundred and fifty miles of stage coach service, that it could be done for less, and that he was determined to have it done at much less. But, said the senator, how can it be done? These men have stock, coaches and other facilities to go ahead, and none else will. I suppose I should send mail by another route, was the answer.

Well, then, said the senator, the people would not get their mail in reasonable time. Then, assuming an air non-patronizing, he said: Mr. Jewell, I am not interested in these men. I appeal for the people of Oregon, that you will not cause them trouble by re-advertising the routes.

Mr. Jewell, in reply, stated that he knew the service was in the hands of a ring, and he would break it up if he had to let the mails of Oregon rot for months.

As a result, it is believed that Holladay & Barlow and Sanderson & Co., will carry the mails at a sum greatly reduced in figures represented in the bid. If they do not, some one else will have to do the work.

eral fund which it does not appear have been "otherwise appropriated" and from which the fund may be created out of which the law authorizes the Centennial warrants to be paid.
We are of opinion that this warrant cannot legally be paid out of any of the funds provided for by the Act of Oct. 24, 1874. The very terms used in the first section of said act shows that the Legislative Assembly specifically appropriated for the objects enumerated in subsequent sections certain definite sums of money to be paid out of any money not otherwise appropriated during the two years succeeding September 14, 1874. Section nineteen provides that "no money shall be paid out under this act except upon warrants drawn by the Secretary of State upon the State Treasurer. And all warrants drawn by the Secretary of State from the treasury shall be paid by said Treasurer in the order in which they have been presented and endorsed." Presented and not paid for want of funds," whether the same have been issued before or after the passage of this Act."

It is contended that this action should be so construed as to authorize the State Treasurer to pay warrants which have been issued long prior to the second Monday in September, 1874, under the other acts of the Legislative Assembly and for other purposes than those mentioned in the other sections of that Act. The question therefore is, can such an enlarged construction be given to Section Nineteen?—If so, the entire character of the Act is changed, and from an act providing for the ordinary expenses of the State Government succeeding during the two years succeeding the second Monday of September, 1874, and the other general and specific appropriations enumerated therein, it will become an act to provide for certain extra-ordinary expenses incurred prior to that date, for which payment is neither generally nor specifically provided by the Act, containing this Act, it is the duty of the Court to ascertain if possible the intention of the Legislature, and in so doing the preamble and the general purview or body of the Act are to be taken into consideration, and it is the duty of the Court to put a reasonable construction upon all its sections and clauses, in order to accomplish its obvious purpose and in order that its provisions may if possible stand. Whenever the intention of the makers of a statute can be discovered, it ought to be followed with reason and discretion in the construction of the statute, although such construction seems contrary to the letter of the statute. "A thing which is within the letter of a statute is not within the statute unless it be within the intention of the makers." Griswold vs. National Insurance Co. 3 Cowen 96. The obvious purpose of the act under consideration is to provide the necessary funds to defray the expenses of the State Government for two years succeeding September 14, 1874, for it does not appear that it was passed in pursuance of Art. 9, Sec. 6 of the State Constitution, but on the contrary it was passed in virtue of Art. 9, Sec. 3 of the Constitution and of Sec. 53, p. 769, of the General Laws.

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OUR WILLOW CREEK LETTER.

WILLOW CREEK, Feb. 5th. 1875.
EDITOR DEMOCRAT:—Winter hangs off yet, although it has been very pleasant except a few cold nights. Our cattle and horses are all doing well, as the snow is not deep enough to cover the grass. We had no snow at all until the 30th of December.

A new post-office has been located on Willow Creek at Mr. A. B. Roberts' place. The name of the office is Stone, and Mrs. Roberts is Post-Mistress.

I hope you will not freeze these 25 below zero times. It has not been so cold here by 20 degrees. Yours &c.,

Twelve hundred local miners have been shut out from employment in South Wales.

Garibaldi disclaims political intentions in accepting a seat in the Italian Parliament.

Over 400 Chinese were last by the burning of the steamship Japan.

Many Republicans in the house oppose Butler's plan to enable a bare majority to take up a bill at any time.

It is the opinion that the full Louisiana investigating committee will concur in the report of Phelps, Potter and Foster, of the sub-Committee, throwing the blame on the Kellogg faction and the Returning Board.

The Senate Committee on elections is a tie on the admission of Pinchbeck. When Cameron returns he will vote against him.

If Pinchbeck falls then Grant's brother-in-law, Casey, will be elected to the Senate.

On last Saturday the Dead Letter Office at Washington received a package sent by mail, containing six snakes, four of them alive, and one of them a copperhead. It was addressed to Germany, but stopped at Washington.

Senator Ramsey abandons the contest for re-election in Minnesota.

Thurlow Weed congratulates Andy Johnson on his election to the Senate.

A Republican Senatorial caucus on Saturday resolved to support the President in all he has done or proposes to do in Louisiana affairs. Eight Republican Senators dissented.

The Modoc Indian war cost the quartermasters of Subsistence Departments \$411,000.

The appropriation for Inland Mail service next year is fixed by the Committee at \$17,548,000.

Maine rejects the Woman Suffrage proposition as a constitutional amendment.

Capt. Edward Higgins, late agent for the P. M. S. Co., died Jan. 31st at the Grand Hotel in San Francisco.

Vasquez has given up all hope of having his sentence commuted.

Chavez publishes a card threatening to avenge the death of Vasquez, if he is hanged.

To-day begins the fifth week of the Beeches case, and much public interest is felt in the decision of Judge Neilson on the admissibility of Tilton's evidence, which was rendered to-day.

A dispatch from Washington this morning says that the increase of the public debt in January was \$1,837,870.27.

A New Orleans special this morning says that the Republican members of the Investigating Committee are attempting to arrange a compromise between the contending parties.

B. C. Canfield, successor to J. J. Rice from Illinois, was sworn in as member of the House to-day.

Mr. Pratt presented in the Senate to-day a joint resolution from the Legislature of Maryland in favor of granting pensions to Mexican War survivors.

CRUELTY TO ANIMALS.—The Owyhee Avalanche says there are said to be droves of cattle along Snake river famishing with thirst as well as hunger. The river being frozen over they can get no drink, and many of them venture out to the air holes, break through the ice, under which they are carried down by the current and are seen no more. It seems to us that owners of starving cattle should at least see that they get all the water they want to drink, and not add the pangs of thirst to those of hunger.

Never trust with a secret a married man who loves his wife, for he will tell her, and she will tell her sister, and her sister will tell everybody.

A Michigan man with a large family has been an emigrant fifty four times, and has just sent to Texas for a pamphlet about the resources of that State.

A good little girl writes to the N. Y. Tribune: "Papa has given us three cents a day for not sucking our thumbs. We send \$1. for a child in Kansas."

Anna Eliza says that thirteen of Brigham's daughters sat in the front seats and made faces at her the first time she lectured.

A man may be properly said to have been drinking like a fish when he finds that he has taken enough to make his head swim.

Now we know what makes it so cold. Elder Lutz, of New Haven, is preaching on "Hell Closed for repairs."

Men who travel barfooted around a newly carpeted bed room often find themselves on the wrong track.

David Kalkana has a great liking for children. He says he never saw one that didn't look good enough to eat.

The Santa Cruz Sentinel compares that town to "the dimple on beauty's cheek." More cheek than dimple, probably.

There is nothing more hazardous than to be bothering an irritable woman with foolish questions on wash day.

"Too thin" has become obsolete. "Not sufficiently materialized" is the latest form in which this idea is clothed.

"You are too part entirely, Miss," said a teacher to a pupil. "Your whole demeanor is a continuous wisdemeanor."

It is very cold weather, and yet lovers do not see the sense of hugging a stove.