The New Orleans Bee.

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NEW ORLEANS:
TUESDAY MORNING, FEB. 23, 1869.

GREENBACKS NOT A LEGAL TENDER FOR DEBTS CONTRACTED BEFORE THE PASSAGE OF THE ACT.

The Supreme Court of the United States has decided that greenback currency at its nominal value, was not made, and could not be made a legal tender for the payment of debts contracted before the passage of the act of Congress authorizing its issue. This is equivalent to saying that Congress did not, and could not, according to the Constitution of the United States, declare that this currency should be taken as a dollar for dollar the same as coin. And, as a matter of fact, the act of Congress known as the "Currency Act," which authorized the issue of green backs, did not declare that the various denominations of these bills—one—two—five—tens—twenties—fifties and hundreds—should be taken as the equivalent of these denominations in coin.

The suit in which the court has decided this point is that of Bronson against Rodes, which came before the court on writ of error from the Court of Appeals of New York.

Chief Justice Chase delivered the decision in the case, and we extract as follows that part of it which, it seems to us, commits the court to the legal opinion that the face value of United States Treasury notes, or greenbacks has never been made by any law the equivalent of the same denomination in coin, but only that it should be a legal tender for what it was worth in the market.

Now many ignorant and weak-minded people have been imposed upon by scoundrels, and under terms of circumstances have accepted greenbacks dollar for dollar in payment of debts contracted before the enactment of the "Greenback" law while they should only have settled these debts according to the market value of the green backs. Each of these parties, it follows from the decision of the Supreme Court, have a right to their action in law, if not prescribed by lapse of time, to recover the difference between the market value of the greenbacks so received and the amount which was due to them in coin. Of course, as a general rule, we are all bound to know the law and our rights under the law, and we are bound by our conscience, whatever they are. Each case must, therefore, stand upon its own bottom. We do not mean to say that every person who has settled a debt in greenbacks, which was due in coin, has an action to recover the difference, but that those persons who under an error of law accepted greenbacks at their face value, only received part of their debt if the greenbacks were not in value equivalent to the amount due. We say equity will relieve against such a payment, and will decree that the payment was only part payment of the debt. This opinion, however, only applies to debts contracted before the enactment of the law making greenbacks a legal tender, for the reason that contracts made after that date are supposed to have been made in view of the fact that greenbacks were a legal tender and the currency contemplated by the parties.

We italicize those portions of the decision to which we wish more particularly to call the attention of our readers.

The case is thus stated by the Court:

"The case comes before us on a writ of error from the Court of Appeals of New York. The facts shown by the record may be briefly stated: In December, 1851, one Christian Metz, having borrowed of Frederick Bronson, executor of Arthur Bronson, $1400, executed the bond for the repayment to Bronson of the principal sum borrowed but the interest, payable on the 1st of January, 1857, in gold and silver coin, lawful money of the United States, interest also in coin until such repayment, at the yearly rate of 7 per cent. To secure these payments according to the bond at such places as Bronson might appoint, or, in default of such appointment, at the Merchants' Bank in New York, Metz executed a mortgage upon certain real property which was afterward conveyed to Rodes, who assumed to pay the mortgage due, and did, in fact, pay the interest until and including the 1st day of June, 1864. Subsequently, in January, 1865, there having been no demand of payment, nor any appointment of a place of payment, by Bronson, Rodes tendered to him United States notes for the amount of fifteen hundred and seven dollars, a sum nominally equal to the principal and interest due upon the bond and mortgage. At that time one dollar in coin was the equivalent in market value to two dollars and a quarter of United States notes. This tender was refused whereupon Rodes deposited the United States notes in the Merchants' Bank to the credit of Bronson, and filed his bill in equity, praying that the mortgaged premises might be relieved from the lien of the mortgage, and decreeing that Bronson might be compelled to execute and deliver to him an acknowledgment of the full satisfaction and discharge of the mortgage debt.

The question we have to consider, therefore, is this: Was Bronson bound by law to accept from Rodes United States notes equal in nominal amount to the sum due him as full performance and satisfaction of a contract which stipulated for the payment of that sum in gold and silver coin, lawful money of the United States? *It is not pretended that any real payment and satisfaction of an obligation to pay $1507, coined money dollars, can be made by the tender of paper money worth in the market only one hundred and twenty coined dollars.* The question is, does the law compel the acceptance of such a tender for such a debt? *It is the appropriate function of Courts of Justice to enforce contracts according to the intent and understanding of the parties.*

We must, therefore, enquire what was the intent and understanding of Bronson and Metz when they entered into the contract under consideration, in December, 1851, and this in policy will be assisted by reference to the circumstance under which the contract was made. Bronson was an Executor charged as Trustee with the administration of an Estate: Metz was a borrower from the Estate. It was the clear duty of the former to take security for the full repayment of the money loaned to the latter. The currency of the country at that time consisted mainly in the circulating notes of the State banks, conveniently under the laws of the States convertible on demand. The convertibility though far from perfect, together with the acts of Congress which required the use of coin for all receipts and disbursements of the National Government, insured the presence of some coin in the general circulation, but the business of the people was transacted almost entirely through the medium of bank notes. The State banks had recently emerged from a condition of great depreciation and discredit, the effects of which had been widely felt, and the recurrence of a like condition was not unreasonably apprehended by many. This apprehension was, in fact, realized by the general suspension of coin payment, which took place in 1857, shortly after the bond of Metz became due. It is not to be doubted, then, that it was to guard against the possibility of loss to the estate from an attempt to force the acceptance of a fluctuating and perhaps irredeemable currency in payment of that the express stipulation for payment in gold and silver coin was put into the bond. *There was nothing in law for such a stipulation* at that time, for men met money except gold and silver had been made a legal tender. The terms of the contract must have been adopted, therefore, to indicate definitely the sum to which the parties, and to guard against any possible claim of the mortgagor that any ordinary currency would be sufficient to discharge the obligation. The intent of the parties is therefore clear, whatever might be the forms or fleeting ideas of the note currency this contract was not to be affected by them. It was not to be paid in a depreciated money. We have just referred to the fact that the legal obligation of the note currency to pay on demand expressed stipulation. It will be useful to consider somewhat further the precise import in law of the phrase, "Dollars, payable in gold and silver coin, lawful money of the United States." To form a correct judgment on this point, it will be necessary to look into the statutes regulating coinage.

The Chief Justice then reviewed the acts regulating the coinage and adds:

"*We cannot suppose it was intended by the provisions of the Currency acts to enforce as a factor of any contract the tender of depreciated currency of any description, equivalent only in nominal amount to the real value of the bullion in the coin Dollars.* Our conclusion, therefore, upon this part of the case is, that the bond under consideration was in legal import precisely what it was in the understanding of the parties, a valid obligation to be satisfied by a tender of actual payment according to its terms, and not by an offer of mere nominal payment."

The Court considered it unnecessary in this case to examine the question whether the clauses of the Currency act making United States notes a legal tender are unconstrained by the Constitution. It says:

"There were two descriptions of money in use at the time the tender under consideration was made, both authorized by law, and both made legal tenders in payments. The general denomination of both descriptions was 'dollars,' but they were essentially unlike in nature. The coin dollar was a promise to pay coin dollar; but it was not a promise to pay on demand, nor at any fixed time, nor was it, in fact, convertible into a coin dollar. *It was impossible, in the nature of things, that these two dollars should be the actual equivalents of each other, nor was there any thing in the currency acts purporting to make them such.*"

The judgment of the court was that "the tender of U. S. Treasury notes in payment of the bond under consideration was not warranted in law, and the decree directing satisfaction of the mortgage was erroneous."

"I results (says the court) that the decree of the Court of Appeals of New York must be reversed, and the cause remanded to that court for further proceedings."

FAILURE OF THE MEXICO.—The steamship Mexico, Capt. Gordon, sailed last evening for Vera Cruz. Mesdames with a good freight and the following named passengers:

Mrs. W. Wood, Mrs. W. Lucas, Mr. Robt H. Logan, Mr. G. W. [illegible], Mrs. Anne Augustus, Mr. Dr. Bradley, A. C. Bauman.

AMUSEMENTS.

ACADEMY OF MUSIC.—"Humpty Dumpty" seems to draw unceasingly at the Academy, and we should judge, has proved a fine revenue of revenue to the managers of this popular place of amusement whose efforts, wherever they produce, seem to be to exact without regard to labor or expense. It is certainly a rare stage production which can attract like "Humpty Dumpty." It is now running the fourth week. Miss Belle Boyd and Miss Maude St. Leon have been engaged at the *Academy*.

CRESCENT CITY MUSEUM.—The Museum, opposite the St. Charles Hotel, on St. Charles street, will be found to be a place of rare attraction to the curious and admirers of wonders in art and nature. Prof. Greiner's glass blowing is a most interesting exhibition. The man-frog, the double-headed girl, dwarf lady, bearded lady, skeleton violinist, and numerous birds, and animals, etc., including a young elephant and two young lions, are some of the features of the Museum. The mess frog performs in the water between 7 and 9 o'clock, P. M.

NAPOLEON HALL.—Free concerts are given every evening, commencing at 7 o'clock, at this Hall, No. 32 Royal street. Mr. Volney Bewes is the proprietor. The saloon is supplied with beer, liquors and refreshments, which are furnished the guests by waiter girls during the performance.

NOTH' MAMMOTH CIRCUS.—For positively two days only, C. W. Noyes' Mammoth Crescent City Circus is announced to appear at Tivoli Circle, beginning Monday the 22d, and ending Wednesday the 24th. There will be a noon and night performance each day, the doors for the first opening at 11 A. M., and for the latter at 6½ P. M. See the announcement of the proprietor in another column.

ST. CHARLES THEATRE.—The renowned German tragédienne Fanny Janauschek and troupe, are the grand attraction at the Saint Charles. At the meantime Manager Pope with Miss Price and the St. Charles theatrical Company go to Vicksburg.

VARIETIES THEATRE.—Mary Gladstane, one of the finest tragédiennes we have had here for many years, is delighting crowded houses every night at this elegant resort for lovers of the high standards of drama and comedy. So faithful has appeared to great advantage in the roles of *Elizabeth*, and *Mary, Queen of Scots*, made so popular by the world-renowned Ristori. In such roles as require the expression of the most intense passions, she is hard to excel. Her audience of Queen Bess in the character of Mary, for instance, is superb. She would play *Lucretia Borgia* almost to perfection. The lover of the legitimate drama should lose no opportunity afforded by her engagement to see to her an artiste.

THE FRENCH OPERA.—Mozart's "Don Juan" was performed last night for the benefit of Mr. Peschard, the baritone of the company. Van Hoffien personated the character of *Leporello*, and afforded the audience considerable merriment. The beneficiary was in good voice and made a very good *Don Juan*. Madame Albahrx as *Zerlina*, was charming. The opera will be repeated to-night.

We are under obligations to Mr. Kellogg, Senator in Congress from Louisiana, for a set of the *Congressional Globe* for 1867 and 1868.

It is strange to see with what carelessness some invalids attend to their health. They will procure a box of PLANTATION BITTERS, which ought to be used up in a month of six weeks, and upon inquiry it is found that they have used only two or three bottles. Some days they have used it according to the directions, and others have not touched it. The whole trial has been irregular, and, of course, a less favorable result has come from their use. If it be true that "what is worth doing at all is worth doing well," how emphatically is it true in matters relating to the health. A few bottles of PLANTATION BITTERS have often wrought wonders, while in other instances disease has only been subdued after weeks of resistance.

MAGNOLIA WATER.—Superior to the best imported German Cologne, and sold at half the price.

MARINE NEWS.

The Marine News will be found on our inside page.

St. Domingo—The Negro Hero and Thero.

[From the Richmond Dispatch.]

What is the difference? Exactly that one is here and the other there. As we said the other day, there could be but one obstacle to the annexation of Cuba and St. Domingo to the United States, and that was because the negro predominated in both. We have been looking for this objection and we have it.

Messrs. Banks and Orth, of the House of Representatives, are preparing a scheme for the annexation of the Island of St. Domingo divided into the barbarous nations of Hayti and St. Domingo to the United States; and the New York *Times* (a prominent Republican newspaper) comes down upon both propositions with ingenious denunciation. It declares that they are "incapable of rising above anarchy;" that they are "ignorant, treacherous, brutalized and lazy."

The country should be obliged to the movers in this matter, because they have brought out little truths about the Black Republics of Hayti and St. Domingo in quarters where the real character of those Republics and that of their people is not known. For some years we have been in the dark, with an occasional effort to break the force of a bit of news which threw a little light on their savage habits. The *Times*, enraged at the mere idea of association with such a population, declared "Both parts of the Island have been long and still are the scene of what Seaman describes as the successive horrors of famine and revolutions, civil wars and devastations, massacres and assassinations," the nature and results of which the Island of Hayti exhibits as well from the folly of a protectorate as from the dangers of ancestation.

Again, says the Times

"But the Republicanism of the whole island is a burlesque. In Hayti, for instance, only negroes, luckless, shiftless, and the mixed races are invested with citizenship, all white persons being disfranchised, expelled from the country, and even denied the privilege of holding real estate. So also in St. Domingo. The white proscribed, the blacks and mixed races insisting upon the retention of all real control. Some thing more than political jealousy animates them in every portion of the island. They are habitually faithless when white men and their interests are concerned."

Something more than "political jealousy," What's that. Is it a jealousy of rule or blood? Evidently not. *Quien sabe?* What is meant. And yet these Haytiens and Dominicans are of the same race of negroes, with those inhabiting the United States—the very same which the New York *Times* demands shall be allowed to hold office in Georgia, and because the State of Georgia, has prohibited them from holding office that people declares that the Senate of Georgia shall be remanded to a territorial condition until she succeeds this point!

What constitutes this great difference? Why is it that the negro is in St. Domingo and Hayti the "incapable of rising above anarchy," and here he must not only be permitted to vote, but to hold office, as equal with a race of men which has no superior on earth?

The truth is, the negro in St. Domingo is out of the country. He can be treated in his true light without any collateral influences to warp the judgment. Here he may vote and form an element in party calculations and schemings. This is all. Otherwise he is the same here that he is in St. Domingo, the genuine and true African—same in mental and physical attributes—same in habits and idiosyncrasies.

We take the opportunity to present this extraordinary inconsistency, not that the slightest effect is to be made upon the *Times* in contemplation of the disadvantages which the negro has had tested his five hundredth volume. His one thousandth volume is about to appear (Tischendorf's edition of the New Testament), and the press may be epitomized by his becoming a Gaul.

CITY INTELLIGENCE.

Reportorial Deprivery.—Belle Boyd and Maude St. Leon, the lecturers, have been engaged as entr'actes at the Academy of Music.

Mary Gladstone was a supper card at the Varieties last week. Mary Jansauschek will doubtless be a trump at the St. Charles. Manager Pope, with Miss Price and the St. Charles troupe, will play at Vicksburg during the engagement here of Janauschek and troupe.

A dividend of ten per cent. has been declared in favor of the widows of James Barker. Mr. Barker is said to have invested $6000 recently in real estate in the Fourth District, probably through the assistance of some relative or friend to him in his old age. He is over 80 years old.

Messrs. Sellifen, Bittings & Hughes have sued the city for $5000 for legal services, alleged to have been rendered to effect the purchase of the Water Works.

John Arrowsmith sued suit in the Sixth District Court against the city of New Orleans, asserting that when land was cheap he had purchased a large tract, and that the city has since filled and filled in it, and thereby his claims damages. Decision in favor of defendant.

Inauguration of the New Turn Hall.—The inauguration of their fine new hall by our German friends' societies was quite an interesting feature of the 22d February. The society in the forenoon marched with music and banners through some of the principal streets, and shortly before 2 o'clock arrived at the new building, corner of Dryades and Lafayette streets. Here the exercises commenced with music by Jaeger's brass band, giving an opening chorus, *La Dame Blanche*. Then the Orchestra, under Meyer's string band, and the "Singer's Section" of the society gave the selection "Praise to God." Then followed the presentation of the keys by the architect of the building, Mr. Thiel, who handed them to Mr. Schmidt, foreman of the building committee, who in turn transferred them to Mr. John C. May, President of the Society. The stage was partially occupied by a number of young ladies, and the Hall was filled with ladies and gentlemen. An interesting feature at this point of the ceremonies was the unveiling of a portrait of Mr. Schmidt by one of the young ladies, who saluted it, as one of the worthy decorators of the Hall, in a very complimentary manner.

After music again by Jaeger's band, a most admirable oration was delivered in English by Mr. Chas. F. Buck, a young and talented member of the bar. Then came music by the Orchestra and then the "Singer's Section."

Fine addresses in German were then delivered by Dr. H. Maas, and Rev. P. H. Holst, with that of Mr. Buck, elicited warm applause.

Some more musical selections of an appropriate character by the "Singer's Section" and the Orchestra, and the partaking of a collation by many of the audience, were the closing features of the entertainments. We congratulate our friends upon having so large and fine a hall for their use in future, one, too, which is calculated to be, and has been, a popular institution.

The case of Mr. Bouligny.—The ball in the case of Mr. Ernest M. Bouligny, late Collector of Revenue of the Second (Baton Rouge) District, has been fixed at $25,000, which, the accused being at the time unable to give it, was remanded to prison. It is expected that he will furnish bail to-day. Mr. Bouligny was on his way to New Orleans, we hear, for the purpose of surrendering, when he was arrested.

Benefit of Miss Dora Kreuble.—The benefit of this excellent young lady, daughter of ex-Recorder Kreuble, takes place the 22d March at the National Theatre, under the auspices of the Shakspeare Club. Miss Kreubble was very unfortunate in losing, by accident, some months ago, and we hope the attendance will be large on the occasion.

Yesterday.—Yesterday being the 22d of February, the anniversary of the birth day of Washington, was celebrated in considerable style. The public offices were generally closed and the military were out on parade, and about noon fired a salute in honor of the day.

The German Society availed themselves of the day to inaugurate their new hall, an account of which will be seen elsewhere. The Continental Benevolent Association gave one of the finest balls of the season at the Odd Fellows' Hall, further notice of which may appear in our next.

The Courts.—Yesterday, being the Anniversary of the birth of Washington, was properly observed as a *dies non* by the District Courts, which consequently transacted no business.

Mixed Question.—A suit has been brought in the Sixth District Court, Judge Cooley, by Henry L. Zabel, of New Orleans, to the effect that the Louisiana Jockey Club was quite an interesting feature of the 22d February. The society in the forenoon marched with music and banners through some of the principal streets, and shortly before 2 o'clock arrived at the new building, corner of Dryades and Lafayette streets. Here the exercises commenced with music by Jaeger's brass band, giving an opening chorus, *La Dame Blanche*. Then the Orchestra, under Meyer's string band, and the "Singer's Section" of the society gave the selection "Praise to God." Then followed the presentation of the keys by the architect of the building, Mr. Thiel, who handed them to Mr. Schmidt, foreman of the building committee, who in turn transferred them to Mr. John C. May, President of the Society. The stage was partially occupied by a number of young ladies, and the Hall was filled with ladies and gentlemen. An interesting feature at this point of the ceremonies was the unveiling of a portrait of Mr. Schmidt by one of the young ladies, who saluted it, as one of the worthy decorators of the Hall, in a very complimentary manner.

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