CIVIL COURTS.

SUPREME COURT—CHAMBERS—Nov. 1.—Before Mr. Justice BARNARD.

IMPORTANT DECISION TO CITIZENS—THE GAS CONTRACT KILLED—THE POWERS OF THE COMMON COUNCIL TO MAKE CONTRACTS LIMITED WITHIN THE TAX LEVY—THE BOOKS OF THE CORPORATION OFFICERS OPEN TO ALL CITIZENS.

Christopher Pullman agt. The Mayor, &c. The People ex rel. Richard M. Henry agt. Charles G. Cornell, Street Commissioner.

In the above case Mr. Justice Barnard has rendered decisions—each of them important—the one deciding the attempted gas contract void, and the other affirming the right of all citizens to examine into the books kept by their agents.

In the first it will be remembered that Mr. Pullman, one of the Councilmen of this city, brought suit to restrain the Common Council from passing over the head of the Mayor the resolution to contract at the present high prices, for twenty years to come, for the supply of gas to the city, and to prevent the city from entering into the contract.

It was argued by the counsel for the Common Council that even if the contract was an improper one to be entered into, still the Common Council was a legislative body, and could not be restrained by injunction in the exercise of its legislative functions, and that the proper time to interfere, if at all, was when the contract was about to be executed; that an injunction was at any rate an improper remedy as, if the city had the power to make the contract, the Court could not interfere, and if it had not the power, the injunction would be useless, as the contract would be void. Judge Barnard in the following opinion meets all these points:

Christopher Pullman agt. The Mayor, &c. of the City of New-York.—The Act of 1860 (p. 2[illegible]) authorizes the Supervisors of the County of New-York to raise by taxation certain sums for certain specified objects, and among others the sum of $[illegible],743, for lamps and gas. It then provides as follows:

"The said several sums shall be applied only to the objects and purposes for which the same are hereby appropriated, and neither said Corporation nor any member or officer thereof, nor any department or head of department or other official shall incur any liability for any of the objects and purposes specified to an amount beyond the sums so appropriated." And again: "The Mayor, Aldermen and Commonalty of the City of New-York shall not be liable upon any contract made or expenditure authorized or liability incurred by any board, department or officer of said Corporation for any object or purpose which is not expressly authorized by this act, nor for any contract made or expenditure authorized or liability incurred by any board, department or officer of said Corporation for any object or purpose named in this act beyond the amount appropriated to such specific object or purpose." I do not understand it to be claimed that these provisions of the act are unconstitutional. There are then but two questions, viz.: 1. Does a proper construction of the act prohibit defendant from making the contract in question? 2. If it does are the consequences of making such contract sufficient to call for a preventive remedy? That the first question requires an affirmative answer seems to me almost too clear to admit of argument. If the appropriation is made for the sole object and purpose of procuring the lighting of streets for one year only, then as the proposed contract in question extends beyond one year and contemplates binding the Corporation to take gas for more than one year, and imposing on it a liability to pay for the use of such gas for those other years, it is prohibited under this clause declaring that the Corporation "shall not be liable upon any contract made or expenditure authorized or liability incurred . . . for any object or purpose named in this act beyond the amount appropriated to such specific object or purpose." It may be that the attention of the Legislature was not called to the consideration of the question whether it might not be necessary to make a contract for the supply of gas extending over a term of years, and that if their attention had been called to the consideration of such question provision would have been made to meet the case. But if no provision was made to meet the case because attention was not called to the subject, it becomes simply a casus omissus, which the Court is not authorized to supply. On the other hand, it may be that the attention of the Legislature was called to the subject, and that they determined there was no necessity for a contract for longer than a year. Whatever consequences cause from this want of power to make a contract for a term of years must be ascribed to the Legislature; the possibility of such consequences does not authorize either the Common Council to transcend their powers, or this Court to sanction them in so doing. With reference to the second question, viz: Are the consequences to flow from the making of this unlawful contract sufficient to call for a preventive remedy? it is argued that if the contracts when executed are void no damage can arise from their execution, and consequently an injunction should not issue. This contract, if made, confers rights of property and is to last for 20 years, and the fact of its having been granted might present embarrassment in the way of its being subsequently set aside. In The People agt. Mayor, &c., 32 Barb., 102, it was held that under such circumstances the preventive remedy by way of injunction was not only lawful, but was the best and safest remedy that could be adopted. Here the parties, defendants, are trustees; their company trustee seeks to enjoin them against committing a breach of their trust, and they come in and say, although the Court shall decide that the act which we are about to do would be a breach of our trust, yet the Court should permit us to go on and do it. Under such circumstances, even the possibility of inconvenience arising from such breach will be sufficient to call on the Court to prevent its commission. I have not considered the question whether it is being expedient to have gas furnished from year to year, than upon a contract for a term of years, nor whether the terms of the proposed contract are for the best interests of the city, as in the view which I have taken of this case these matters are not material to its decision.

Injunction must be continued.

In the other case an action was brought by Mr. Henry to compel the Street Commissioner to permit him to examine the documents and records of the Street Commissioner's office. The defendant, though, denying that he had refused plaintiff the right to examine his records, contended that the relator could only demand an exhibition of the papers in matters where he was privately interested, and argued that any other rule would produce infinite inconvenience and delay in the public service.

Mr. Justice Barnard, in the following opinion, after a very elaborate and thorough discussion of the cases bearing upon it, has disposed of the first point, and overrules quite summarily the argument as inconvenient. He holds that the officers are the servants of the public, and that the public have a right to the amplest opportunities of investigating the conduct of their servants.

The people, ex rel Richard M. Henry, agt. Charles G. Cornell, Street Commissioner.—The question presented in this matter is this, has a corporator of a municipal corporation a right to have a general inspection and take copies of the public documents and records of the corporation of which he is a member, under such rules and restrictions as will preserve the safety of the records and prevent any serious interruption of the duties of the office? Upon the argument I was strongly of opinion that such corporator had such right, and subsequent reflection and investigation have confirmed that opinion. It was claimed and strongly urged on the argument that such corporator had a right to inspect such records only when he has some private interest for the enforcement and protection of which the inspection of certain documents is necessary, and that even then the inspection must be limited to those documents; and it was claimed that this rule was established by the English decisions. I have examined the English authorities referred to on the argument and also such as I have been able to discover on the books, and think that none of them so restrict the right of inspection, while many of them distinctly uphold the right of a general inspection. In Rogers agt Jones, 3 D. & R., p. 484, it did not appear on the moving papers that any question involved in the cause which could justify an inspection of the Court Rolls, yet the mandamus applied for was ordered to issue. In King agt. Shelley, 3 T. R. 142, the respondent offered to show everything connected with the demandant's title, but the demandant claimed the right to general inspection and mandamus went accordingly. In Herbert agt. Ashburn, 1 Wils., p. 257, a rule was made requiring the plaintiff to show cause why the defendant should not have liberty to inspect the books of the sessions of the Corporation of Kendale. It was objected that the party is not entitled to see the books unless he can show to the Court by affidavit, that they contain matters relating to the thing in question, which is whether the park lands be within the Town or Corporation of Kendale. Sed per curiam, "These are public books, which everybody has a right to see," and the rule was made absolute, without hearing the other side. Upon the facts appearing before the Court in the above three cases, the decisions made therein could only be made upon the ground that a corporator, from the mere fact of being a corporator, had a right to a general inspection of the books and records of the municipal corporation of which he was a member, consequently the Court must be regarded as having, in making these decisions, decided in favor of such right. Thus we see an eminent writer on the subject of Municipal Corporations (Glover on Municipal Corporations, p. 262) lays down the following text as being derived from the decisions: "Every corporator has a right to inspect all the records, books and other documents of the corporation upon all proper occasions; and if, upon application, the officer who has the custody refuse to show them, the Court will grant a mandamus to enforce his right." There are some cases which, at first blush, would appear to be authorities against the right of general inspection, but on close examination they do not turn out to be so. Thus, in King agt. Babb, 3 T. R., 380, the Court, while deciding that, upon a rule of inspection made in a suit, the party is restricted to an inspection of such documents as have a bearing on the subject matter of the litigation, yet do not undertake to decide that any such rule of restriction obtains when a corporator sues out a writ of mandamus founded solely on his right to inspect as being a corporator. In King agt. Allgood, 7 T. R., p. 746, it was held that a rule for inspection could not be made unless a suit was pending. This doctrine however was distinctly overruled in Kilg agt. Lucas, 10 East, 235. In King agt. Lucas, it was held that the demandant had a private interest to subserve in the inspection called for. This was undoubtedly good ground for making the order. But the care placing by a court of its decision on one good ground, neither expressly nor impliedly decides that there are not other equally good grounds. The Court in King agt. Lucas does not undertake either to overrule the first three cases I have referred to, nor to deny the right of a corporation to a general inspection. A good ground applicable to that particular case existed for granting the order, and the Court chose to rend did put its decision on that ground. The English authority seems to me to be in favor of, and not against the right of a corporation to a general inspection. I see no principle upon which it can be held that a corporator of a municipal corporation has not a right to a general inspection of the public records. It is true that the whole body of the corporators acting through their legally constituted representatives, as well, perhaps, as the Legislature under which the Corporation holds its charter, may make laws and ordinances restricting the right of general inspection; but unless there is some such restriction, I am unable to see any principle upon which it can be held that a corporator has not a right to a general inspection of "public" records of the corporation. In the language of the Court in Herbert agt. Ashburn, "These are public books, which everybody has a right to see." I have been referred to no express enactment, either by the Corporation or the Legislature, restricting the right of inspection, nor have I been furnished with any argument showing that any such restriction is necessarily implied from the framework of the charter of the Corporation and the acts of the Legislature in reference thereto. If the learned counsel cannot find any such express enactment nor furnish any such argument, it would be fair to assume that no such enactment exists and that no such argument can be furnished. I have been unable, myself, to find any such positive enactment, and am unable to see any implied restriction in the framework of the charter or in the various legislative acts relative thereto. The citizens within the corporate limits constitute the corporation, while the Mayor, Aldermen, Commons Council, Street Commissioner and others are its officers or agents, to whom are confided, under certain restrictions, the care and management of the property, business and interests of the corporation. If from the bare facts that corporations can only act through officers or agents, and that therefore officers are appointed to whom the care of the property, business and interest of the corporation are intrusted, and who are subject to removal before the time for which they are appointed has expired, and who are also subject, on the expiration of their terms, to be replaced by others at the will of the corporators, it results that, immediately on the appointment of such officers, the corporators have no longer any interest in the manner in which their property, business and interest is cared for, conducted and looked after by their agents, then it also follows that the corporators would have no right to inspect the books and papers in the custody of the officers relating to their official business. If, however, the corporators, notwithstanding the appointment of such officers, still retain an interest in the manner in which their property, business and interests are cared for, conducted, and looked after, then it follows that they have a right to as full knowledge of all the official acts of their officers as the officers themselves have, so as to enable them to ascertain whether their officers have performed their duties in such manner as is acceptable to them, with a view to determine whether they will continue them in office or not. It cannot be seriously questioned but that the corporators, notwithstanding the appointment of officers to conduct the business of the Corporation, still retain a very great interest in the mode and manner in which it may be conducted, and consequently, upon the above reasoning, have a right to full knowledge of all the official acts of their officers, and of course a right to all the means of knowledge which their officers possess in their official capacity. I have come, therefore, to the conclusion that both on authority and principle the relator is entitled to the inspection he asks, and also to make such copies of public documents as he desires. There is one argument against granting the writ remaining to be noticed. That argument is, that it would be very inconvenient to allow citizens that choose so to do to come into the office and inspect documents and make copies of them, and it is suggested that if they be allowed so to do larger accommodations and a larger clerical force would be required. I do not understand that there is any serious difficulty in procuring larger accommodations and more clerical force if that should be found necessary. But this is a mere anticipated difficulty, which I apprehend will not practically occur. If it should occur, I see no difficulty in providing means to remove it. Of course the Street Commissioner has the right and power to prescribe reasonable general rules as to the hours during which citizens may inspect the records of his office, and also such reasonable general rules as shall be necessary to preserve the records from loss or mutilation. Mandamus must issue.

THE AUTHORITY OF STATE COURTS TO DISCHARGE ENLISTED SOLDIERS.

In re John Isaac Kent.

This was an application for the discharge of a soldier from the United States Army, but Gen. Butterfield raising the question of the jurisdiction of the State Courts in the matter, Mr. Justice Barnard said that he had carefully examined the law in the matter, and had come to the conclusion that he had no power and dismissed the proceeding.

In another case, in which it was claimed that the enlisted man was but a boy under 18, Mr. Justice Barnard made the same decision on finding that the boy had made oath that he was over 18.

THE MILWAUKEE AND MINNESOTA COMPANY—POWERS OF DIRECTORS.

Wm. R. Griffith agt. Thoms A. Scott and others.

An abstract of the affidavits on which this motion was made, was given in yesterday's TRIBUNE. The argument was resumed at noon yesterday, Mr. Vanderpoel arguing for the plaintiff, that under the statutes of Minnesota restraining directors from being interested in a contract, the whole arrangement was utterly void, and that no acquiescence or consent on the part of a stockholder could impair his right to set up this fact. He argued that Scott was a director when these transfers were made—or if not, as he claimed by reason of his ignorance of the appointment, that since his appointment was pursuant to an agreement made by himself, he could not be heard to allege it. At any rate, Alexander and Green, his counsel were at the time directors, and they received part of the stock stipulated for by the agreement. This was void, and as part of the entire agreement, rendered the whole void. In another view, it was void by common law. The Directors hold a personal trust which they could not assign. Under this agreement they had actually stipulated to assign this personal trust to a third party; to substitute for themselves five Directors under the direction of one person, leaving themselves in a minority and depriving themselves and the stockholders of all power over the affairs of the Company. The suit was not against a foreign Corporation, but against the officers of it, within the reach of the Court, who were illegally holding their positions.

Mr. Cram answered. The case was one of a moribund despotic corporation, seeking for its very life, coming to strangers; ignorant of the existence of the railroad, ignorant of the laws of Minnesota, entreating, soliciting the means whereby to live, and when at last they had by the $576,000, procured from these strangers the means of life, they, the very ones who had been active in this solicitation, turn round and seek to get out of their part of the contract on the plea of the common law or some statute of the State of Minnesota. The contract was, however, valid—it was made by the Company with the defendants, Scott and Thomson, while they were strangers to the Company. His first proposition was, that a stockholder could have no greater rights than the Company itself. Otherwise a company might make an unlawful contract, obtain property, and the stockholders prevent its fulfillment. Second, he who seeks equity must do equity, and if the company seeks to rescind the contract they must tender back the consideration. Even if the contract were ultra vires the other party might recover back his property. A stockholder in suing must come in as any other person would have to come. It was the tendency of the courts to treat stockholders as partners in a company. Now a partner in a company must not have assented to a contract either directly or by suffering it to be perfected if he intends to vacate a contract. Here the moving parties had positively assented as well as negatively failed to oppose. As to the delegation of powers there was no legal reason why the directors might not appoint their own agent, and what more natural than to give to those whose money had given life to the company control of it till they were paid.

But the Court could not grant the injunction asked for at all. It was a foreign corporation, and the Court could not do it. It could not virtually suppress a corporation, as it would do in enjoining the officers but in three cases. Neither of these was here alleged.

Mr. Vanderpoel replied shortly.

Decision reserved.

A. J. Vanderpoel for plaintiff; H. A. Cram and Mr. Robinson for defendants.

DECISIONS.

Before Mr. Justice BARNARD.

The Saratoga County National Bank agt. Thos. Richardson, et al. Motion denied. Richard Burns agt. Alex. Holland. Treasurer, &c. Motion granted and reference ordered to hear and determine.

Before Mr. Justice SUTHERLAND.

Enoch Coe agt. Jackson S. Schultz, et al. Temporary injunction vacated, and motion to continue it denied, with $10 costs to the defendant.

Before Mr. Justice BARNARD.

The People ex. rel. Richard M. Henry agt. Chas. G. Cornell. Motion granted for alternative mandamus. Christopher Pullman agt. the Mayor, &c., of New-York. Motion granted. David Lustig agt. Pauline Von Schoening. If plaintiff files a bond, to be approved by me within two days, the motion is denied and case referred. If not complied with, motion granted with $10 costs.

UNITED STATES DISTRICT COURT—Nov. 1.—Before Judge SHIPMAN.

THE QUESTION OF THE LIABILITY OF THE OWNERS OF A CHARTERED VESSEL.

Edward L. Morris and Benjamin F. Ely agt. the steamboat Newcastle.

The libelants are coal dealers in New-Brunswick, N. J. The Newcastle was owned in New-York, and carried passengers and freight between the ports of New-York and New-Brunswick. Libelants allege that in March and April, 1866, the master the application of the agent or master of the Newcastle furnished her with necessary supplies, one item being coal, amounting to $830, on account of which they received on the 3d of April $200, leaving a balance due of $630, which libelants claim with interest to date.

The answer denies that the party or parties who incurred this debt had any authority from the owner to do so, but avers that the coal was delivered to persons who had chartered the vessel, and who in chartering her agreed to pay for all fuel, &c., that the vessel might require, and that the libelants well knew that fact when they furnished the coal, and that the furnishing of it would not create a lien on the vessel, and further avers that the vessel is a domestic one, and no maritime lien exists on it, and that this court has no jurisdiction to enforce any such lien under the circumstances of this case.

The question in the case is the liability of the owners of a vessel for debts incurred by those who charter her. Decision reserved.

J. A. Welsh for libelants; D. T. McMahon for claimants.

SUIT FOR SEAMAN'S WAGES—INTERESTING OPINION OF JUDGE SHIPMAN.

Thomas F. Catlaw agt. Robert M. Ward and Walter S. Gove, owners of the ship Chattanooga.

The following is the opinion of Judge Shipman in the above case, the trial of which has already been published in THE TRIBUNE:

"The libelant brings this suit to recover the sum of $195, which he alleges as his due for services rendered as seaman on board the Chattanooga on a voyage from the Port of New-York to Saguenay, in Canada, and thence to Europe. The libel is so loosely drawn that were it for any other matter than the recovery of a seaman's wages, which courts of admiralty are bound to favor, it would be summarily dismissed as unfit to furnish a proper foundation for a decree. The well-known obligation of courts of admiralty to protect seamen, often leads them to disregard technical rules, where a strict adherence to them would produce delay and expense. By the most liberal construction and the broadest inferences, aided by the evidence, the Court is able to gather enough from the libel to warrant a decree in a case of this nature.

"The libel alleges that the libelant shipped on the Chattanooga as a mariner, at the wages of $35 per month, and that he signed shipping articles for the voyage. This voyage is very imperfectly described, but in such general terms that it might be made to cover any voyage whatever. The allegation that he signed shipping articles for the voyage is without any qualification, and the shipping articles must therefore be presumed to have been in conformity to the act of Congress. The libelant's proctor had the means of ascertaining whether or not the shipping articles were valid. They were here in the Custom House, within a stone's throw of the Court room, and no excuse is suggested why they were not examined, and if valid so declared in the original libel, or by amendment at or before trial. The libel, as already intimated, alleges in effect that the articles are valid, and the Court will, in this stage of the case, and in this condition of the pleadings, assume their validity.

"The libel also alleges that the libelant performed the voyage as a seaman till the vessel arrived at Gloucester, England, on or about the 21st of November, 1864, "since which time he was duly discharged from the services of said vessel without payment of the wages due to him as such mariner, and earned on board." And further, in the same article, that when the vessel arrived in Gloucester, she was sold to British merchants, and that three months' wages were not deposited with the American Consul at that port for the libelant, and that he is entitled to receive the same in this suit, under the act of Congress.

"The answer alleged that libelant shipped as an able seaman under false representations, and that he proved incompetent and unable to steer, and therefore only an ordinary seaman.

"That the ship arrived at Gloucester, England, Nov. 7, 1864, and that before the cargo was discharged, the libelant deserted the ship, and thereby forfeited any wages that might be due him, and that his desertion was inserted in the log according to the act of Congress.

"That the alleged sale of the ship did not take place till long after the libelant deserted her.

"It appears by the evidence that the libelant performed the voyage to Gloucester, and that a short time after the arrival of the ship at and while she was lying at the dock in that port, he quit her without leave, and was gone several days. The mate of the ship, who testified on the trial, and was called by the respondents, states the circumstances under which the libelant left. The cook had been discharged and the libelant was ordered to that duty. He declined and went on shore. He had, during the sickness of the cook on the voyage, performed that service, and it was quite natural that he should be called on again when the cook's place was vacant. But he was not obliged to perform the service, as the ship was in port, when, in the absence of any proof to the contrary, the Court will presume a cook could have been obtained. Having shipped as a seaman he was not obliged to perform the quite different duty of a cook, unless the necessities of the ship required it. As she was in port no such necessity existed. While at sea the master had the right to order him, or any one of the crew who had the requisite capacity, to perform that duty for the ship whenever the regular cook was disabled. To require him to perform that service when no necessity existed was a breach of the original contract contained in the shipping articles, which would authorize the libelant to treat it as at an end, if he chose. He could have remained on board, and performed, or offered to perform his regular duty, if he had preferred to do so. In that case he would have been entitled to his full pay for the voyage, and up to the time the vessel was sold in a foreign port, with the three months' wages added, as provided by statute. But he voluntarily chose to leave. The order to do the cooking was not made in any spirit of unkindness, or as a punishment. It was not a degradation as insisted on in the argument, for he was qualified for this duty, and had cheerfully performed it at sea, during the disability of the cook. Still, it was a service which, under the circumstances, could not, under the contract, be required of him, in port. It justified him, therefore, in treating the contract under which he shipped as at an end, if he chose. He did so, and voluntarily quit the ship. The contract was thus abrogated by the unconstrained act of both parties. For the service performed under the contract, the owners are liable, and for no more. The sale of the ship took place long after the contract had thus terminated, and the libelant has therefore no claim for three months' wages, as provided by statute for cruelty to seamen belonging to ships at the time of sale in a foreign port. The owners incurred no penalties—the seaman no forfeitures of wages already earned.

"The allegations in the answer that the libelant falsely represented himself as an able seaman, and proved on the voyage, incompetent to perform the duties pertaining to that class of mariners, is not sustained by the proof.

"It follows that the libelant is entitled to recover whatever is due on his contract down to the time when both parties treated it as at an end. I find that there is due him the sum of $37 21, including interest. Let a decree be entered for that sum, with costs."

COURT OF COMMON PLEAS—SPECIAL TERM—Nov. 1.—Before Judge BRADY.

Kate Crawford agt. John Crawford.—Decree of divorce granted.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CIRCUIT.—Parts I, II and III.—Adjourned without day. SPECIAL TERM—Adjourned without day. CHAMBERS—Held by Judge BARNARD—Court opens at 10 o'clock a. m.—Cal of the Calendar at 12 m.—Reserved cases Nos. 45, Morrison agt. Wright et al.; 102, Garrison agt. Mahone; 151, Solon agt. Fredericks; 164, Melville agt. Melville; 195, Same against Same; 212, [illegible] et al. agt. Butely; 235, Finual agt. Finch; 239, Wagner agt. Morrison.

BEFORE COURT—TRIAL TERM—Held by HEARNE, J.—Calendar called at 10 o'clock a. m.—Non-Jury cases only. Nos. 3534, Ketcham agt. Gresan; 353, Ferguson agt. Beach; 308, Webber agt. Nehman; 404, Price agt. Springstein; 365, Schaefer agt. Cassedy; 421, Acker agt. Kersteder; 427, Park agt. Kerston; 428, Rutherford agt. Bradley; 416, Knaupp agt. Jablarski; 443, McCormack agt. McCune; 414, Coleman agt. Rainey; 418, Underhill agt. Waldron; 424, Leary agt. Davidson; 430, Ferris agt. Henry; 434, Phillips agt. Dare; 435, Salt agt. Cohen; 436, McElroy agt. Carroll; 437, Lassler agt. Rosenstein; 442, Cerrent agt. Cook; 443, Kurzman agt. Harris.

SAN FRANCISCO.

BY TELEGRAPH TO THE TRIBUNE.

SAN FRANCISCO, Oct. 31.—Seventy-three vessels, carrying nearly 50,000 tuns of wheat, have cleared from this port since July 1.

Prime wheat is quoted to-day at $1 95 per 100 lbs.

The bark Sarah Mariah, from Hong Kong, brings 3,300 bags of rice, 500 chests and 200 half-chests of tea.

Mining stocks are advancing. Imperial, $94; Ophir, $96; Yellow Jacket, $[illegible]; Savage, $1,370; Chollar, $1[illegible].

Legal tenders, 71.

Mr. Avery, United States Assessor at Sacramento, acknowledges the receipt of orders from Washington to deliver up his office to Mr. Bigler, but he continues to disobey them.

The following barks have arrived: Harrison, Arctic Ocean, with 500 barrels oil, 18,000 pounds bone; Helen Mar, Fox Islands, with 750 barrels oil, 12,000 pounds bone; Massachusetts, with 1,000 barrels oil, 15,000 pounds bone.

The last-named vessel reports that Elijah Johnson of Martha's Vineyard was killed by a whale.

OBITUARY.

DEATH OF U. S. SENATOR WRIGHT.

BY TELEGRAPH TO THE TRIBUNE.

NEWARK, N. J., Nov. 1.—The Hon. Wm. Wright, United States Senator, died this morning at 3 o'clock, aged 75 years. He was one of the earliest and most enterprising manufacturers of this city, to whom much of its remarkable prosperity is due. He has had many public positions of honor and trust, and was twice elected United States Senator. His death is deeply deplored by the entire community. His present term expires in 1869. His funeral will take place on Saturday next.

THE STEAMBOAT MARY POWELL.—The season of this popular boat will close on Monday next, but, to accommodate voters residing up the river, she will make an extra trip on Tuesday, leaving New-York at 7:30 a. m., and give free passage to all men who are entitled to vote at the coming election.

THE MONEY MARKET.

SALES AT THE STOCK EXCHANGE.

U S 5s, '74 Coup		Delaware & H. C		Reading	
5,000	ind 105¾	200	150¾	4,000	113⅛
U S 6s 5-20 Coup '62		Cumberland Pf		3,000	116
8,000	ex-int 110⅝	300	67½	1,300	116⅛
U S 6s, 5-20 Coup, '64		200	67¾	1,500	117
20,000	ex int 107	100	68	Michigan Central	
3,000	106⅛	American Coal		500	115
U S 6s 5-20 Reg '65		600	71	100	115½
4,000	107⅛	Wilkesbarre Coal		Mich. So & N Ind	
U S 6s, 5-20 Coup '65		400	70	300	93½
4,000	ex int 107⅛	900	71⅛	400	93¾
20,000	107⅛	5	72	1,500	93⅞
U S 6 5-20 Cp '65, n. i.		W Union Tel Rs Ex		1,000	93¾
110,000	109	62	97	1,200	94
41,000	109⅛	Quicksilver		Panama	
U S 5s, 10-40 Coupon		300	53⅛	10	270
7,000	100⅛	Butler Coal		Illinois Central	
20,000	100⅛	400	50	100	136⅛
Treas Notes 7 3-10.		100	50⅛	200	b10 126
1st Series		Wyoming Valley		200	126⅛
1,000	107	100	37	Chic & Pitts	
2d Series.		100	38⅛	100	93⅛
270,000	106	Adams Express Co		2,000	93⅞
3d Series.		15	86⅛	1,500	93⅞
50,000	105⅛	15	87	Chic & North West	
Tennessee 6s		American Ex Co		200	62⅛
3,000	ex coup. 72⅛	2	80	500	62⅛
Virginia 6s.		Central Coal		200	62⅛
5,000	65	100	56	2,500	62
N C State 6s		Mariposa Preferred		100	b30 62
20,000	ex-coup. 59⅛	200	30⅛	500	61⅞
N C New Bonds.		100	30⅛	Chic & N W Pref	
10,000	59⅛	Atlantic Mail		100	81⅛
Missouri 6s		100	b60 113	2,000	82
10,000	84	100	b30 113⅛	800	81⅞
17,000	84⅛	200	114	200	82 81⅛
Mo 6s, Pa R R Is.		200	b30 114	Clev & Toledo	
2,000	84⅛	300	115	1,000	120
O & Miss Cert.		100	b30 115	Chic & Rock Is.	
450,000	33⅛	100	115⅛	1,500	112
130,000	36	200	115⅛	600	112⅛
250,000	35	100	116	1,200	112⅛
10,000	b30 36	Union Navigation		1,700	112
O & Miss Pref Cert		200	112⅛	Tol. Wa & Western	
20,000	80	400	112⅛	100	b15 54⅛
N Y Cent 6s, '83		Boston Water Powr		200	55
20,000	93	100	31⅛	300	b15 55
Hudson River 1		100	31⅛	200	55⅛
6,000	102⅛	Pacific Mail.		Tol Wab & W pfd	
Chic & N West 1st		100	238	100	73
1,000	91	100	237	P. Ft W & C	
Chic & N West con.		200	239	600	109⅛
sold conv bonds.		10	238	1,500	110
35,000	ex int 84⅛	200	236	Mil & P Du C 1 Pref	
Chic & N West 1		100	b10 236	50	100⅛
2,000	89	500	236	Mil & P Du C 2 pf.	
500	88	New-York Central.		150	90
Milwaukee & St P 2		100	b60 115	Alton & Terre Haute	
7,000	83	300	119⅛	1,200	52
Pitt, Ft W & C 1		Erie.		100	52⅛
5,000	105	200	85⅛	50	50⅛
Chic & Gt Eastern 1		1,500	85⅛	Al & T Haute Pref	
3,000	72⅛	2,500	86	400	78
Chic, Rock Is. & P 7s		Erie Preferred.		200	77⅛
17,000	94	100	86	Mar & Cin 1st Pref	
Bank of Commerce.		100	86⅛	800	41⅛
30	118	Hudson River		Mar & Cin 3d Pref.	
Canton		100	126⅛	200	21⅛
300	56⅛	New-York & N. H		Milwaukee & St P	
West Union Tel		10	115⅛	400	69
51	52⅛	Hud & St Jos pref		Mil & St Paul Pref	
128	52⅛	600	65	300	75⅛

1 O'CLOCK BOARD.

U S 6s 5-20 Coup, '62		Mariposa		Erie	
30,000	ex int 110⅛	100	13⅛	100	85⅛
U S 6s, 5-20 Coup, '65		Mariposa Pref		300	87⅛
5,000	107⅛	500	30⅛	Clev & Pitts	
U S 6s, 5-20 Co, '65 n. i.		Pacific Mail S. Co.		500	93⅛
3,500	107⅛	100	237	Chic & North West	
N C State 6s.		N Y Central		200	62⅛
10,000	ex coup 60	100	119	400	61⅞
40,000	60⅛	Mich So & No In		1,200	61⅞
Ohio and Miss. Cer.		300	94	500	61⅞
50,000	36	Michigan Central.		1,600	61⅞
20,000	36⅛	100	116⅛	400	60
Tol, W & West 2d		200	116⅛	Chic & N W Pref	
10,000	79⅛	300	117	200	81⅛
Chatham.		Reading		Pitts F.W & C	
100	56	200	115⅞	500	110
West Union Tel		Chic & Rock Island		Alton & T H	
200	52⅛	200	111⅛	100	52
Quicksilver.		300	111⅛	Tol Wa & West Prf	
100	53⅛	300	111⅛	1,000	74

2½ O'CLOCK BOARD.

U S 6s 5-20 Coup, '62		Clev & Pittsburgh		Western Union Tel	
17,000	ex int 110⅛	1,500	93⅛	50	53
1,000	110⅛	Chic. & N. W.		100	53⅛
U S 6s 5-20 Coup, '65		400	61	100	53⅛
20,000	ex int 107⅛	1,600	60⅛	Atlantic Mail.	
17,000	107⅛	500	b10 60⅛	500	118
U S 6s, 5-20 C, '65, n. i.		400	60⅛	200	118⅛
30,000	109⅛	Chic. & N.W. Prf.		100	119
U S 5s 10-40 Coupon		100	81⅛	100	b10 119
5,000	100⅛	Clev & Toledo		Adams Express Co.	
Treas Notes, 7 3.10		1,000	120⅛	100	84⅛
2d Series.		Chic. & R. I. R.		Erie	
10,000	106	100	111⅛	1,000	85⅛
Tenn State 6s New		200	111⅛	3,000	85⅛
13,000	72⅛	500	112	1,000	85⅛
O & Miss Cert		Tol. Wa & Western		Pacific Mail	
200,000	36	100	55⅛	510	239
Chic & N West con.		Tol Wa & West Prf		200	239⅛
sold con bonds.		100	73⅛	150	240
5,000	ex int 84⅛	P. Ft W & C		Reading	
Canton		1,600	110⅛	500	116⅛
200	55⅛	200	110⅛	Mich Central	
Cumberland Pref		Al & T. Haute		100	117
500	67⅛	200	51⅛	400	117⅛
Quicksilver		200	51⅛	350	117⅛
100	53⅛	Al & T Haute Pref.		Mich. So. & N. In	
200	53⅛	100	78	1,500	93⅛
Mariposa Pref		Milwaukee & St P		Ill Central.	
200	30⅛	300	75⅛	100	136
		500	75⅛		

OPEN BOARD OF BROKERS—10 A. M.

Ohio & Miss Cer		Mariposa Preferred.		Tol. W. & West	
20,000	36	200	30⅛	200	55
20,000	35⅛	200	30⅛	200	55⅛
15,000	s3. 35⅛	300	30	100	b3. 55⅛
20,000	c. 35⅛	100	b3. 30⅛	800	55⅛
30,000	b3. 30	100	b10. 30⅛	Mich So & No Ind.	
Rutland Marble		200	s3. 30	2,300	93⅛
200	28⅛	Western Union Tel		200	b10. 93⅛
100	b10. 28⅛	200	52⅛	400	b3. 93⅛
Cumberland Coal		N Y Central.		200	93⅛
200	67⅛	100	119⅛	Clev & Pitts	
100	b5. 67⅛	100	119⅛	800	s3. 93⅛
Wilkesbarre Coal.		Reading		200	b5. 93⅛
100	s30. 71	600	116⅛	400	s5. 93⅛
Canton		800	b3. 116⅛	Chic & North West	
300	s30. 55⅛	2,800	b3. 116⅛	200	62
Butler Coal.		1,200	116⅛	200	62⅛
200	20⅛	200	b10. 116⅛	500	62
Spruce Hill		Alton & T. H.		100	s3. 62⅛
200	4	100	51	300	62⅛
Quicksilver		300	51⅛	Chic & North W Pf	
200	56	Illinois Central.		200	81⅛
100	55⅛	100	136	2,100	81⅛
Erie.		Clev & Toledo ex dv		800	c. 81
1,200