SUPREME COURT DECISIONS.

THE LEGAL TENDER ACT CONSTITUTIONAL.

JUSTICE FIELD THINKS OTHERWISE—NO MANDAMUS AGAINST M'FARLAND—THE KUKLUX CASES.

WASHINGTON, March 3.—A decision was rendered by the Supreme Court of the United States to-day in the long pending legal tender case of Augustus D. Juillard against Thomas S. Greenman, brought here by a writ of error to the Circuit Court of the United States for the Southern District of New-York. The question presented by this case, as it is stated by the Court, is "whether notes of the United States issued in time of war under acts of Congress declaring them to be a legal tender in payment of private debts, and afterward, in time of peace, redeemed and paid in gold coin at the Treasury, and then reissued under the act of 1878, can, under the Constitution of the United States, be a legal tender in payment of such debts."

The Court is unanimously of opinion that the present case cannot be distinguished in principle from the cases heretofore decided and reported under the names "legal tender cases" (12 Wall. 457), "Dooley against Smith" (13 Wall. 604), "Railroad Company agt. Johnson" (15 Wall 195), and "Maryland agt. Railroad Company" (22 Wall 105), and all the Justices except Mr. Justice Field, who adheres to the views expressed in his dissenting opinions in those cases, are of opinion that they were rightly decided. The Court holds, therefore, that Congress has the power to issue the obligations of the United States in such form, and to impress upon them such qualities as currency for the purchase of merchandise and the payment of debts as accord with the usage of sovereign Governments. The power, as incident to the power of borrowing money and issuing bills and notes of the Government for money borrowed, of impressing upon those bills or notes the quality of being a legal tender for the payment of private debts, was a power universally understood to belong to sovereignty in Europe and America at the time of the framing and adoption of the Constitution of the United States.

The power of making the notes of the United States a legal tender in payment of private debts, being included in the power to borrow money and to provide a National currency, is not defeated or restricted by the fact that its exercise may affect the value of private contracts. If, upon a just and fair interpretation of the whole Constitution, a particular power or authority appears to be vested in Congress, it is no constitutional objection to its existence or to its exercise, that the property or the contracts of individuals may be incidentally affected.

It follows, the Court say, that the act of May 31, 1878, is constitutional and valid, and that the Circuit Court rightly held that the tender in Treasury notes reissued and kept in circulation under that act, was a tender of lawful money in payment for the defendant's debt to the plaintiff. The judgment of the Circuit Court is affirmed. Opinion by Justice Gray.

Justice Field dissents from the judgment of the Court, and from all the arguments advanced in its support. "If there be anything," he says, "in the history of the Constitution which can be established with moral certainty, it is that the framers of that instrument intended to prohibit the issue of legal-tender notes both by the Government and by the States. . . . For nearly three-quarters of a century after the adoption of the Constitution, and until the legislation during the recent civil war, no jurist, and no statesman of any position in the country ever pretended that any power to add the quality of legal tender notes to its Treasury notes was vested in the General Government. All conceded as an axiom of constitutional law that such power did not exist. . . . When the idea of adding the legal tender quality to the notes of the United States issued under the first act of 1862 was first broached, the advocates of the measure rested their support of it on the ground that it was a war measure, to which the country was compelled to resort by the exigencies of its condition. Now the measure is no longer advocated as one of necessity, but as one to be adopted at any time. What was in 1862 the medicine of the Constitution has become its daily bread. So it always happens that when a wrong principle of conduct, political or personal, is adopted as a matter of necessity, it will be afterward followed as a matter of convenience. The advocates of the measure have not heretofore been consistent in the grounds upon which they have have placed its validity. . . . . .

"In the present case it is placed by the Court upon the power to borrow money, and it is assumed that this power to borrow money is something different when exercised by the Government, from what it is when exercised by corporations or individuals. . . . . Where, I would ask, does the Court find any authority for giving to these plain terms, "to borrow money," a different meaning in the Constitution from what they receive when used in other instruments, as in the charters of municipal bodies, or in the contracts of individuals? If the Court may change that meaning, so they may the meaning of other clauses, or of all, and the powers which the Government may exercise will not be found declared by plain words in the organic law, but by words to which a new meaning may be given resting in the minds of the judges. . . . . .

"The argument presented by the Court and by the advocates of legal tender amounts to this: The object of borrowing is to raise funds; the annexing of the quality of legal tender to the notes of the Government will induce parties to take them, and funds will thereby be more readily loaned. But the same thing may be said of the annexation of any other provision which would give to the holders of the notes some advantage, as for instance a provision that the notes of the Government should serve as a free ticket on the public conveyances of the country, or give free ingress into places of amusement, or entitle him to a percentage from the revenue of private corporations. The same conclusion would result, acceptance of the notes would follow, and yet no one would pretend that the annexation of provisions of this kind with respect to the property of others over which the borrower has no control, would be in any sense an appropriate measure to the execution of the power to borrow. There is no invasion by the Government of the rights of third parties which may not be thus sanctioned under the pretence that its allowance will lead to the ready acceptance of the Government's notes and produce the desired loan. Except for the decision of the Court I see only evil likely to follow. If Congress has the power to make the notes of the United States a legal tender and to make them pass as money, it may be asked what necessity was there to invest it by the Constitution with the power to borrow money? If it can make money, why borrow it? And if the notes of the United States with a legal-tender quality are money or the equivalent of money, why should Congress not at once issue a sufficient amount to pay all the bonds of the United States? Why pay interest on a thousand million of dollars of bonds when it can in one day make the money to pay them? It would not, indeed, surprise me if there be a call from many quarters upon the Government to issue such notes for the bonds. Who can object to it, if the doctrine declared by the Court is sound? And why should there be any restraint upon the unlimited appropriations of the Government for blandishment schemes of public improvement, if the printing press can furnish all the money that is needed for them."

A decision was also rendered by the Court to-day in what are known as the Ku-Klux cases, which stand on the original docket under the title ex parte, in the matter of Jasper Yarbrough and others. They are petitions for writs of habeas corpus to release a number of persons now imprisoned under a judgment of the United States Circuit Court for the Northern District of Georgia, rendered after a trial and conviction of the prisoners for the offence of threatening, beating and otherwise intimidating colored voters at an election in Georgia for a member of Congress. The principal question presented by the case relates to the constitutionality of the law under which the prisoners are held. Justice Miller, speaking for the Court, after decoding that the offence set forth in the indictment is fully covered by Sections 5,508 and 5,520 of the Revised Statutes, says: "That a Government whose essential character is republican, whose executive head and legislative body are both elective, whose most numerous and powerful branch of the Legislature is elected by the people directly, has no power by appropriate laws to secure this election from the influence of violence, of corruption, and of fraud, is a proposition so startling as to arrest attention, and demand the gravest consideration. If this Government is anything more than a mere aggregation of delegated agents of other States and Governments, each of which is superior to the general Government, it must have the power to protect the elections on which its existence depends from violence and corruption. If it has not this power, it is left helpless before the two great natural and historical enemies of all republics, open violence and insidious corruption."

Addressing himself to the argument made in this case that because there is no express power delegated to Congress to provide for preventing violence exercised on the voter as a means of controlling his vote, no such law can be enacted, he says: "To destroys at one blow in construing the Constitution of the United States, the doctrine universally applied to all instruments of writing, that what is implied is as much a part of the instrument as what is expressed. This principle in its application to the Constitution of the United States more than to almost any other writing is a necessity, by reason of the inherent inability to put into words all derivative powers—a difficulty which the instrument itself recognizes by conferring on Congress the authority to pass all laws necessary, and proper to carry into execution the powers expressly granted and all other powers vested in the Government or any branch of it by the Constitution."

He closes with this language: "In a Republican Government like ours, where political power is reposed exclusively in representatives of the entire body of the people, chosen at short intervals by popular elections, the temptations to control these elections by violence and by corruption is a constant source of danger. Such has been the history of all republics, and though ours has been comparatively free from both these evils in the past, no lover of his country can shut his eyes to the fear of future danger from both sources. If the recurrence of such acts as these prisoners stand convicted of are too common in one quarter of the country, and give omen of danger from lawless violence, the free use of money in elections, arising from the vast growth of recent wealth in other quarters, presents equal cause for anxiety." The rule to show cause in this case is discharged and the writs of habeas corpus denied.

A decision was also rendered by the Court to-day in the murder case of Joseph Hurtado, plaintiff in error, against the State of California, in error to the Supreme Court of California. The Federal question presented by this case is whether a man who has been prosecuted for murder by information without indictment by a Grand Jury has been tried by due process of law, as those words are to be understood in the XIVth amendment to the Federal Constitution. The court holds that the words "due process of law" in the XIVth amendment do not necessarily require indictment by a grand jury in a prosecution by a State for murder; that a conviction for murder upon an information as prescribed by the Constitution and Penal Code of California, and a sentence of death thereon, are not illegal or in violation of the XIVth amendment. The judgment of the court below is affirmed.

A decision was also rendered in the important and long pending land cases of Alfred Sidell et. al. appellants, against George A. Grandjean and others, brought here by appeal from the United States Circuit Court for the Eastern District of Louisiana. These cases involve the title to a large quantity of land fronting on the Mississippi River above New-Orleans, which is known as the "Houmas Grant." The Court decides the case in favor of the present occupants of the land and against the claimants under the grant. Decrees in all the cases are affirmed with costs.

A decision was also rendered by the court to-day in the case of the Atchison, Topeka and Santa Fe Railroad Company against the Denver and New-Orleans Railroad Company. Appeal from the Circuit Court of the United States for the District of Colorado. This was a suit brought to compel the Atchison, Topeka and Santa Fé Railroad Company to unite with the Denver and New-Orleans Railroad Company in forming a through line of railroad transportation to and from Denver over the Denver and New-Orleans road, with all the privileges as to exchange of business, division of rates, sale of tickets, checking of baggage, etc., that are or may be customary with connecting roads or that are or may be granted to the Denver and Rio Grande road.

By the decree of the Court below, a compulsory business connection was established between the two companies and rules were laid down for the government of their conduct toward each other in this new relation. In other words the Court made an arrangement for the business intercourse of these railroads such as in its opinion they ought in law to have made for themselves. This Court holds that the constitutional right in Colorado to connect railroad with railroad does not of itself imply the right of connecting business with business; that the courts cannot compel one railroad to do business with another according to a scheme which they (the courts) may devise; that the question of the relation of these two roads so far as through business, through tickets, interchange of cars, etc., is concerned, is legislative rather than judicial; and that upon the existing facts a court of chancery can afford no remedy. Decree reversed and cause remanded with instructions to dismiss the bill without prejudice.

A decision was also rendered by the Court in the patent case of the Pennsylvania Railroad Company against the Locomotive Engine Safety Truck Company. The Court holds that the application of an old process or machine to a similar or any analogous subject with no change in the manner of applying it, and no result substantially distinct in its nature, will not sustain a patent even if the new form of result has not before been contemplated. The patent sued on is therefore void for want of novelty. Decree reversed and cause remanded with directions to dismiss the bill.

A decision was also rendered by the court to-day in what are generally known as the Five Per Cent Land cases, viz., the State of Iowa and the State of Illinois, agt. Noah C. McFarland, Commissioner of the General Land Office. These were petitions for writs of mandamus to compel the Commissioner of the General Land Office to make a statement of account between the United States and the States of Iowa and Illinois, for the purpose of ascertaining what sums of money are due said states under the acts providing for their admission to the Union, which authorized the payment to them of 5 per cent of the net proceeds of the public lands lying within their limits, which should be sold by Congress. The question presented by the cases is whether or not public lands located by military bounty land warrants come within the scope of the acts mentioned—that is, whether such lands are "lands sold by Congress." The Court holds that "under the act of March 3, 1845, relating to the admission of the State of Iowa into the Union, or the act of April 18, 1818, for the admission of the State of Illinois into the Union, by which '5 per cent of the net proceeds of lands lying within the State' and afterward 'sold by Congress,' is reserved and appropriated for the benefit of the State, the State is not entitled to a percentage on the value of lands disposed of by Congress in satisfaction of military land warrants." The writs of mandamus prayed for are therefore refused and the petitions dismissed. Opinion by Justice Gray, Justices Miller and Field dissenting.

Among other cases decided to-day were the following:

No. 68—Albert Conro et al, appellants, agt. Charles S. Cruz et al. Appeal from Circuit Court United States for Northern District of Illinois. Decree reversed with costs and cause remanded with direction to dismiss the bill with costs.

No. 237—Rufus Waples, appellant, agt. the United States. Appeal from the Court of Claims. Judgment affirmed.

No. 216—The United States, plaintiff, agt. William Brindle. In error to the Circuit Court United States for the Eastern District of Pennsylvania. Judgment reversed and cause remanded with directions to enter another judgment in favor of the defendant in error, in accordance with the finding "G," that is to say, for $14,541 as of June 13, 1879, the date of the verdict, the judgment to draw interest from that date.

No. 834—Barnet Hess, appellant, agt. the Sioux City and St. Paul Railroad Company. Appeal from the Circuit Court, of the United States for the District of Minnesota. Decree affirmed with costs.

No. 711 Robert W. Healy et al, plaintiff in error, agt. Joliet and Chicago Railroad Company, et al. Motion to dismiss denied.

No. 1,208—James A. Crawford and others, etc., plaintiffs in error, agt. Granville O. Hallett. Motion to rescind order of November 14, 1883, docketing and dismissing this case and for leave to docket granted.

No. 251—Joseph E. Taylor and others, etc., appellants, agt. Albert Boerker. Motion to dismiss submitted.

No. 1,122—The District of Columbia, appellant, agt. Alberta Campbell and others. Dismissed by stipulation.

No. 821—Francis H. Leggett, trustee, etc., appellant, agt. John J. Allen, assignee, etc. Motion to dismiss submitted.

COURT OF CLAIMS DECISIONS.

WASHINGTON, March 3.—In the Court of Claims to-day the demurrer in the case of the Choctaw Nation was overruled and the case will now come up on its merits. The ruling in this case was in effect that the Senate award was not binding on the Court. The claim of General W. H. Emory, United States Army, and the claim of James H. North, United States Navy, for three months' extra pay for service in the Mexican War, were allowed. This decision affects all the survivors of that war.

CAPTAIN DUNCAN'S SUING "THE TIMES."

AN ALLEGED LIBEL IN AN INTERVIEW WITH "MARK TWAIN."

The suit of Captain C. C. Duncan, Shipping Commissioner of this port, against George Jones, proprietor of *The New-York Times*, to recover $100,000 as damages for alleged libel, came to trial yesterday in the Supreme Court in Brooklyn. The libel is charged to have been contained in an article published in *The Times* last summer, purporting to be an interview with Samuel L. Clemens ("Mark Twain,") in which Captain Duncan was charged with dishonesty and with dividing the fees of his office with his sons. Captain Duncan was formerly a member of Plymouth Church, but now attends the Tompkins Avenue Congregational Church, in Brooklyn. In 1873 he got up the Quaker City expedition to travel to all parts of the world, and "Mark Twain" was one of the passengers, and secured the facts on which he based "Innocents Abroad."

Each juror was asked if he attended or was a member of the Tompkins Avenue Congregational Church, and also how near he lived to it. The case was opened by Robert Benedict, who said that the feeling against Captain Duncan shown in the article was caused by his efforts to break up the organized robbery of sailors. Captain Duncan, he said, was authorized by law to appoint his own deputies, and their salaries were to be paid from fees. He first appointed five deputies, two of them his sons, and afterward four of his sons did all the work, and now only three were employed, as the work had fallen off. Captain Duncan was the only witness examined. He gave the details of his life and the method according to which he managed his office. He paid no salary over $4,000 a year and they ranged from $2,400 up to that sum.

It is asserted that "Mark Twain" denies the statements attributed to him. His testimony has been taken by commission and will be read at the trial.

WHAT IS "A SEA"?

CHIEF JUSTICE SEDGWICK GIVES AN OFFICIAL DEFINITION.

The General Term of the Superior Court reversed yesterday the judgment of the lower court in the case of Charles Snowden and another against William H. Guion and others, and ordered a new trial. Mr. Snowden secured a verdict for damages done to cattle which he had shipped by the Guion Steamship Line; of these 156 were killed or maimed in a heavy storm which prevailed between February 14 and March 2, 1883. Mr. Snowden brought the suit upon a policy of marine insurance against the loss of cattle shipped on the steamship. The case involved a construction of the phrase "directly by a sea," which was contained in this provision in the policy: "Liable only for loss of animal or animals caused directly by a sea, stranding, sinking, burning, or collision," etc. The animals had been injured by being thrown from their stalls through the pitching of the vessel. Chief Justice Sedgwick, who writes the opinion reversing the judgment which Mr. Snowden secured, says:

The parties meant by a peril of "a sea" not a peril of the sea that might be in the winds as well as in the water, but a risk connected with a movement of the water of the sea. As it was described as a or one sea, the intention was to designate some part of the water, for example a wave, of which there might be several, each of which would be a different object from the general body of water, and would involve its peculiar or characteristic risk. A sea in the sense of a general agitation of the water or waves was not meant, because that is a collective term embracing many waves, and it ceases to be applicable when the individual waves which compose it are intended to be designated. A loss could not occur from the particular waves considered collectively, but only from their proper individual effects. I do not mean that the parties confined themselves to a wave specifically, but they intended a definite and separate part of the general body of water and a risk that would be peculiar to that, and a loss that might be definitely traced from that. . . . In this particular case the ordinary motion of a vessel would be likely to throw animals down and lessen their value or endanger their lives. . . . A loss that follows the direct action upon animals of a sea shipped would as practically as possible distribute between the parties the risks each would be likely and willing to take. . . . There was some evidence tending to show that some of the cattle died from want of air, the hatches having been battened down. None of the cattle suffered injury from the direct action of the water upon them. There was no evidence that any water reached them. I am of the opinion that the general tossing and laboring of the steamer which caused the injury to the animals was not the result of a sea, in the sense of the policy, but of the general commotion of the sea and of the winds, and that for these reasons the defendants were not liable for the loss on the evidence as given.

ONE DAY'S DIVORCE RECORD.

Justice Donohue refused yesterday to release John S. Schaefer and Louis Meyer from the Ludlow Street Jail. They went there for contempt of court in not paying alimony to their wives pending divorce proceedings. The suit for absolute divorce of Agatha Weigel against Lorenz Weigel was sent to a referee by Justice Lawrence. A decree of divorce was denied by Justice Donohue in the proceedings of John G. Frank against his wife Emilie. A decree of absolute divorce was granted to Rosa Schenck from Oswald Schenck. The absolute divorce suit of Maud McGowan against Michael McGowan was sent to a referee by Justice Donohue. A verdict in favor of John P. McTerney in his suit for an absolute divorce from his wife, Mary C. McTerney, was rendered by a jury before Justice Van Vorst, in the Supreme Court.

CIVIL NOTES.

Brown Brothers & Co., bankers, procured an attachment in the Supreme Court, yesterday, against the property in this State of Martin, Turner & Co., of Glasgow, Scotland, in a suit to recover $24,225 for money loaned. An attachment against the same firm for $9,499 65 were also granted to Ira Bursley.

Argument was heard yesterday by Judge Wallace in the United States Circuit Court on a demurrer to the complaint seeking to set aside the transfer of 60,000 shares of New-Orleans gas stock. The litigation grows out of the affairs of the Crescent City Gas Company and the New-Orleans Gas Company and the transactions of Henry Y. Attwill, of New-Orleans, and is said to involve $500,000. Thomas Semmes, of New-Orleans, Charles Gibson, of St. Louis, and Roscoe Conkling argued for the demurrer, and were opposed by Richard De Gray, of New-Orleans, and Wheeler H. Peckham. Decision was reserved.

COURT OF APPEALS.

ALBANY, March 3.—In the Court of Appeals to-day, Chief Justice the Hon. William C. Ruger and associates present, the following business was transacted:

No. 242—Clemence B. Bloomfield, respondent, agt. Stephen A. Ketcham, appellant. Submitted.

No. 88—Robert J. Livingston, individually and with another as executors, appellants, agt. Russell Sage and others, respondents. Argued for appellants; submitted for respondent.

No. 78—John L. Robson and others, executors, plaintiffs, agt. Ruth C. Hale and others, respondents, impleaded with James Frank Hale and others, appellants. Argued.

The following is the day calendar for Tuesday:

Nos. 94, 97, 98, 100, 96, 212, 90 and 49.

COURT CALENDARS—MARCH 4.

SUPREME COURT—CHAMBERS—Before Lawrence, J.—Nos. 18, 30, 39, 42, 45, 63, 64, 66, 71, 81, 96, 109, 114, 115, 116, 123, 124, 125, 127, 137, 142, 145, 146, 151, 158, 177, 181, 182.

SUPREME COURT—GENERAL TERM—Before Davis, P. J.; Brady and Daniels, JJ.—Nos. 25, 36, 31, 37, 40, 47, 49, 52, 62, 66, 68, 72, 73, 74, 75, 77, 82, 84, 89, 90, 91, 93, 94, 97, 100, 102, 103, 104, 105, 106, 108, 109.

SUPREME COURT—SPECIAL TERM.—Before Van Brunt, J.—Nos. 55, 214, 292, 212, 337, 126, 288, 366, 370, 371, 373, 374, 37, 376, 378, 476, 60, 65, 162, 253.

SUPREME COURT—CIRCUIT—PART I.—Before Donohue, J.—Nos. 1126, 1230, 895, 998, 1700, 1251, 1352, 1353, 1354, 1355, 1356, 1310, 993, 754, 921, 1797, 274, 949, 915, 1289, 1209, 1328, 1329, 1171, 1257, 2329, 1268, 1345, 1347, 895, 547, 548, 551, 558, 1250, 2633, 917, 544, 1298, 1361, 748, 496, 1167, 1362, 1364, 901, 1370, 1372, 1148, 795, 1385, 1141.

SUPREME COURT—CIRCUIT—PART II.—Before Barrett, J.—Case on—Sarvent agt. Hesdra.

SUPERIOR COURT—CIRCUIT—PART III.—Before Van Vorst, J.—Nos. 742, 1018, 1122, 1729, 1010, 1062, 771, 1520, 1034, 2005, 2564, 1349, 1571, 1564, 1569, 1570, 1579, 1514, 1576, 1577, 1580, 1436, 624, 1030, 1.

SURROGATE'S COURT—Before Rollins, S.—Estate of Washington N. Smith, 10:30 a. m.; will of William D. Frickle, 10:30 a. m.; James Stokes and Henri Cheli, 11 a. m.

SUPERIOR COURT—GENERAL TERM—Before Sedgwick, C. J.; Freedman and O'Gorman, JJ.—Nos. 4, 6, 8, 10, 11, 16, 17, 19, 20, 21, 2, 3, 12.

SUPERIOR COURT—SPECIAL TERM—Before Truax, J.—Nos. 8, 9, 14, 16, 17, 18, 19, 20, 21, 22.

SUPERIOR COURT.—TRIAL TERM.—PART I.—Before Ingraham, J.—Nos. 1378, 1384, 1386, 631, 1107, 300, 1216, 1217, 1218, 642, 1266, 1267, 1268, 1269, 485, 262, 263, 1324, 127, 629, 653, 660, 669, 690, 283, 923, 1025.

COMMON PLEAS—GENERAL TERM—Before Larremore, P. J.; Daly and Van Hoesen, JJ.—Nos. 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 85, 86, 87, 89, 61, 62, 6.

COMMON PLEAS—SPECIAL TERM—Before Beach, J.—No. 3.

COMMON PLEAS—TRIAL TERM—PART I.—Before Daly, C. J.—Nos. 256, 260, 420, 421, 289, 470, 504, 348, 363, 774, 577, 697, 370, 751, 748.

NEW STYLES IN CARRIAGES.

The old house of Brewster & Co., of Forty-seventh-st., began their annual display yesterday and will continue it during the week. The carriages shown were of every variety in use here, and some appeared to be novelties. The most conspicuous of these were hooded driving gigs. These are more comfortable than the American buggy, which possibly they are intended to replace. Vehicles resembling these were much in vogue two generations ago. The body of the Brewster hooded gig for gentlemen is much higher than the old-fashioned one, and is more rakishly cut, and the hood is more artistic. The ladies' driving gig is lower in the body, more curving in the lines, and with much lower wheels. The wheels of the gentlemen's driving gig are as high as those of a dog-cart, and these are higher than the hind-wheels of a four-in-hand drag. The display in T carts and dog carts was much appreciated. The former were somewhat formal as regards colors, but in the latter were some novelties that were attractive. One dog-cart had panels of black with partitions of olive green with moulding lines of a bright green. The ladies' driving carts and spider phaetons were in wood and iron, and were greatly admired for their strength and lightness. The two chief attractions were an old-fashioned barouche, on double suspension springs, for which a great demand is promoted, and a new drag, built for a Boston member of the Coaching Club. The painting was of fine quality. All the gearing and the wheels were of vermilion, covered with a limpid varnish. The faces of the boxes were touched up with a little black. The upper panels, the fore and hind boots and the upper part of the box were black, the toe board and the lower part of the box were in vermilion, and the lower panels of the body were in a deep maroon. The internal fittings were in silver gray cloth, the cushions on the roof were in Bedford cord, and the foot-mats of linoleum. The drag produced a genuine sensation, and will be looked for on Parade Day when all the coaches of the club circle around Madison Square.

TRANSATLANTIC TRAVELLERS.

Among the passengers who arrived on the Cunard steamer Servia yesterday were J. W. Mackey, the Rev. Dr. T. M. Peters, George Acheson, Miss J. Acheson, Julian B. Arnold, Dr. H. G. Bayless, Albert Beyfus, Mrs. Beyfus, W. Borden, Mrs. Borden, E. Brandus, W. H. Burgess, J. Moir Clark, Edward Clegg, the Rev. J. P. Cook, G. J. Coombes, James E. Crane, W. M. Cranston, T. Craven, J. John Drew, Thomas H. Dugdale, W. H. Finch, J. H. Fitzhenry, W. A. Fletcher, Mrs. J. P. Gardiner, Thomas Gibbins, A. S. Green, U. S. N., A. B. Hale, Mrs. N. Hamilton, Miss L. Hamilton, Mr. and Mrs. Haydon, C. Q. Henriques, Robert Hoare, Max Hoffmann, Henry Howard, Robert S. Innes, Henry S. Kearny, Jasper Kemnis, A. C. Knight, Charles Lancaster, the Rev. I. J. Lansing, P. Lawrence, A. Lederlin, J. W. Lee, Miss A. W. Lee, J. Drysdale, Little, Mrs. Little, W. T. Livock, George McKenzie, H. Mahler, B. Malmzer, Mrs. Malmzer, J. T. Martin, Mrs. S. Mawhood, Mrs. H. Maxwell, Carl Meyer, W. B. Millard, Mrs. Millard, Alick Miller, Miss Jessie Miller, John Moore, Nelson Morris, Mrs. Morris, S. Murphy, S. R. Niles, Mrs. Niles, W. W. Northend, R. N. Oakman, jun., Edward Perkins, E. D. Peters, M. Pouparelin, Edwin Pritchett, Mrs. Pritchett, R. Ransford, F. A. Reichard, W. E. Romey, T. W. Robertson, Mrs. Robertson, Walter W. Rycroft, Baron von Steinwein, Mrs. Steinwein, H. C. Stevens, J. G. Sturges, J. J. Sundstrom, William R. Tate, Miss Tate, Miss Tatnall, R. R. Thomas, Charles Todd, H. A. Natanian, Mr. and Mrs. B. W. Van Voorhis, R. E. Walker, Mr. and Mrs. G. D. Wanshrough, Miss N. G. Whiting, F. G. Wilkinson, S. G. Wright, Miss Emma Willard, Mrs. H. E. Wittbeck, H. Jacquet, Captain Chisholm, John Lancaster, J. A. Crabtree and Mrs. Leonard.

The Rubie brought among her passengers Mr. and Mrs. Carl Kluscner, Mr. and Mrs. John C. Koch, jr., H. Rosenbohm, Oscar Enders, Henry Meyer, John Tample, G. Heiss, F. Nordecker and Peter Morris.

OPPOSING A SURFACE RAILROAD.

Signatures to a remonstrance against an extension of the terms of the Rapid Transit Commissioners are being solicited by T. S. Clarkson & Co., real estate dealers in Pine-st. Particular opposition is made to the projected surface railway in Twenty-second-st., and over sixty owners of property in that street have already signed the remonstrance. Henry Bergh and Abram S. Hewitt signed the paper yesterday. The residents in Twenty-second-st. oppose the road as unnecessary in view of the cross-town line in Twenty-third-st., and as injurious to the property in their street, which is occupied almost entirely by private dwellings. They also disapprove the placing of all the routes laid down by the Rapid Transit Commission under one control, as it proposed. No property owner in Twenty-second-st. who has been approached has refused to sign the remonstrance.

The Rapid Transit Commissioners yesterday adopted additional specifications for the guidance of the New-York Cable Railway Company in constructing the proposed railways, requiring the company to keep the pavements between the tracks and for two feet on either side of them in repair. The season was partly taken up with the consideration of the time within which the roads must built.

COTTON MARKETS—BY TELEGRAPH.

LIVERPOOL, March 3—12:30 p. m.—Cotton steady; Middling Uplands, 5 9-16d; do Orleans, 5d; sales, 10,000 bales, including 2,000 bales for speculation and export; receipts, 5,000 bales, including 4,000 bales American. Futures—Uplands Low Middling clause, March and April delivery, 5 32-64@5 33-64d; April and May delivery, 5 33-64d; May and June delivery, 5 42-64d; do June and July delivery, 5 6-64d; do July and August delivery, 5 9-64d. Future steadier.

1:30 p. m.—Cotton—The sales of the day included 8,000 bales American. Futures—Uplands Low Middling clause, March and April delivery, 5 33-64d; do May and June delivery, 5 43-64d.

5 p. m.—Cotton—Futures—Uplands Low Middling clause, April and May delivery, 5 33-64d; do September and October delivery, 6 10-64d. Futures closed firm.

GALVESTON, March 3—Cotton, firm, Middling, 10⅝c; Low Middling, 10 3-16c; Good Ordinary, 9 11-16c; net receipts, 3,146 bales; gross, 3,630 bales; Exports to Great Britain, 3,918 bales; to France, —— bales; to the Continent, 11,125 bales; Coastwise, 3,083 bales; sales, 1,03 bales; stock, 33,998 bales.

SAVANNAH, March 3.—Cotton quiet; Middling, 10 3-16c; Low Middling, 9⅞c; Good Ordinary, 9¼c; net receipts, 1,035 bales; gross, 1,076 bales; Exports to Great Britain, —— bales; to France, —— bales; to the Continent, 4,387 bales; Coastwise, —— bales; sales, 400 bales; last evening, 50 bales; stock, 44,619 bales.

NEW-ORLEANS, March 3—Cotton quiet; Middling, 10⅝c; Low Middling, 10 3/16c; Good Ordinary, 9⅝c; net receipts, 3,622 bales; gross, 4,914 bales; exports to Great Britain, —— bales; to France, —— bales; to the Continent, 5,210 bales; Coastwise, 725 bales; sales, 3,000 bales, last evening, —— bales; stock, 323,591 bales.

CINCINNATI, March 3.—Flour quiet; Family, $4 25@$4 00; Fancy, $4 10@$4 50. Wheat, firm; No. 2 Red, $1 06@$1 07; May, $1 09; receipts, 23,000 bush.; shipments, 1,000 bush. Corn weak; No. 3 Mixed, 49@50c. Oats steady, at 36⅝@37c. Rye firmer; No. 2 65c. Barley firm; Extra No. 3 Fall, 0c. Pork quiet at $18 00@$18 25. Lard dull; Prime Steam, $9 30. Bulkmeats steady; shoulders $7 12½; short rib $9 25. Bacon, dull; shoulders, $8 00; short-rib, $10 25; short clear, $10 50. Whiskey steady, at $1 15. Butter firm and unchanged. Sugar quiet. Hard Refined, 8@8½c; New Orleans, 5½@6½c. Hogs steady; Common and Light, $5 20@$5 55; Packing and Butchers, $5 25@$5 50; receipts, 3,400 head; shipments, 1,400.

THE MONEY MARKET.

SALES AT THE STOCK EXCHANGE.

MARCH 3, 1884.

THE GENERAL LIST.

Name.	Actual Sales. Op'g.	High'st.	Low'st.	Final.	Closing prices. Bid.	Ask'd.	Shares Sold.
C St L & Pitts	10	10	10	10	9½	11	7
Can Pacific	54½	55	54½	54¾	54¾	55	1,500
Can Southern	54	55	53¾	54⅞	54⅞	55	6,400
Cent of N J	87⅞	87⅞	87⅞	87⅞	87¼	88¼	100
Cen Pacific	61	62¼	61	61¼	61¼	61¼	5,550
Chas. & Ohio	12½	12½	12½	12½	12¼	14	100
Chic & N W	117⅝	119¾	117⅝	119¼	119⅛	119¼	13,250
do pref	143	143½	143	143½	143½	145	578
C M & St P	90¾	91⅞	*90½	91⅜	91⅝	92⅛	61,100
do pref	116	116¼	116	116¼	115½	116	35
C St P M & O	30¼	30¼	30¼	30½	30½	36¼	400
do pref	92¼	92¼	92¼	92¼	92¼	93	700
C Bur & Q	122½	123	122¾	123	123	123½	735
C R I & Pac	120½	121¼	120½	121¼	121	122	888
Del. L. & W	129¾	129¾	127¼	128¾	128⅞	129	174,750
D. & H. Canal	107¼	109	107¼	109	108⅞	109¼	941
D. & Rio G	19	19⅛	19	19⅛	19⅛	19¼	650
E Ten V & Ga	7¼	7⅜	7¼	7¼	7⅛	7½	600
Ill. Cent	130⅞	130⅞	130½	130¼	130¼	131	350
Lake Shore	103¾	104⅝	103¾	104½	104½	104⅝	40,600
L E. & W	16½	16½	16½	16½	16	16½	100
Louis & Nash	48⅞	48⅞	48⅞	48⅞	46⅞	50	22,100
Manhattan	57	57	57	57	57	58	100
Manhat. 1st pf.	89	89	89	89	71	....	25
Man Beach	20½	20½	20½	20½	20½	22	100
Mich. Cen	93	93½	93	93	92¾	93	1,000
M & St L	16	16½	16	16½	16¼	17¼	300
M. K. & T	20¼	20¼	20¼	20¼	20	20¼	1,500
Mo. Pacific	91⅝	92½	91⅛	91⅞	91⅝	91⅞	6,300
N. Y. Cent	116⅝	117¼	116¼	114¼	117	117¼	4,206
N Y C & St L pr	18	18	17⅞	17⅞	17½	18½	200
N. Y. L. E. & W	25¼	25¼	25¼	25¼	25⅛	25½	1,400
do pref	71	71	71	71	....	....	10
N Y & N E	12⅞	12⅞	12⅞	12⅞	12½	13½	120
N Y & N H	180¼	180¼	180¼	180¼	180	182	50
Nor Pacific	21½	22	21½	22	22	22¼	410
do pref	46¾	47⅞	45¾	47¾	47⅞	47¾	13,812
N Y L & W	91¼	91¼	91¼	91¼	90¼	91	15
Ohio Cen	3	3	2⅞	3	2¾	3	429
O R & N	90	91	89½	91	90½	91	300
Ore Trans	19¾	20½	19	20¼	20¼	20¾	8,100
Oregon S L	21½	21½	21½	21½	21	22	20
P D & E	14¾	14¾	14¾	14¾	14	14¾	250
Phil & Read	58⅞	59½	58⅞	59¼	59	59¾	13,000
P Ft W & Chic	134	134½	134	134½	....	....	30
P P Car Co	108	108½	108	108¾	108	109	400
Rich & Dan	58½	58½	58½	58½	55	59	100
Roch & Pitts	14¾	14¾	14¾	14¾	14¼	14½	400
St L & S F	22	22	22	22	21	25	100
St L & SF 1st pr	88½	88½	88½	88½	87	88	10
St P & D pref	90	90	90	90	....	....	25
St P M & M	94¾	94¾	94¾	94¾	93¾	94½	100
Tex & Pac	20½	20½	20⅛	20¼	20¼	20½	1,250
Union Pac	70¼	72	67⅞	71⅞	71¼	71¾	65,000
Wabash	15¾	16¼	15¾	16¼	16	16½	300