ERIE'S DEATH STRUGGLE.

SUSQUEHANNA SEEKING SWEET SATISFACTION.

The Erie Princes Enjoined—A Caustic Overhauling of the Present Management—$40,000,000 Alleged Loss to the Stockholders—The Stock Increased $35,750,000 in a Single Year—How Fisk & Gould Fixed Things—An Interesting Sketch of Opera House Arrangements and Affairs.

Tuesday opened Court week in the little village of Delhi, Delaware county, nestled away among the lofty hills among which the Delaware river takes its rise. The occasion brought to the village all the lawyers of the surrounding country, dressed in their smartest black suits, and the village taverns swarmed with the crowd of witnesses, jurymen, and parties to suits pending in the Court. His Honor Judge Murray, of the Supreme Court, opened the Circuit at 10 o'clock in the morning. Soon afterward, a strange gentleman, middle-aged, active, and with a sharp, shrewd face, made his way into the little enclosure set apart for the lawyers. He was armed with a ponderous bundle of papers that at once assured the country lawyers that he belonged to the fraternity and was no small-fry practitioner. All eyes were bent on him as he stood quietly at the end of the clerk's desk, seemingly watching an opportunity to address the Court. At last the genial Judge bent his head toward the waiting attorney as if saying, "Well, sir, have you any business with this Court?" The strange attorney at once opened his package of papers on the top of the clerk's desk, selected from them a printed octavo pamphlet of ninety pages, which he handed with becoming deference to the Judge. He then picked out a second book, a duplicate of the first, and addressing the Court said:

May it please your Honor: I have a motion to make to this Court based upon the complaint, a copy of which is now in your Honor's hand. This is an action brought by Joseph H. Ramsey, a well-known citizen of this State, and a heavy creditor of the Erie Railway Company, against Jay Gould, James Fisk, Jr., and others, Directors of that Company, for a expulsion of the defendants as such Directors, and to secure an accounting for the large sums of money belonging to the Company which it is charged they have fraudulently used for their own purposes. It will be unnecessary that I should consume the time of this Court in reading the complaint; but I beg to call your Honor's attention to the final pages of the complaint, beginning at page 88, where is more particularly set forth the relief prayed for. As this is an *ex parte* proceeding, I have caused the usual order and injunction to be prepared in conformity with the complaint, and now move this Court that such order be made and the temporary injunction be granted.

The Court vacantly stared at the voluminous complaint, carelessly turning over the leaves, though clearly without reading a word, and then addressed the clerk:

Mr. Clerk, enter the order as asked, and let the injunction issue.

The attorney very quickly produced duplicates of all the papers, secured the necessary signatures, seals, and attestations, and, hurrying from the court room, jumped into a buggy and drove rapidly to Emmons, on the Albany and Susquehanna Railroad, arriving there in time to catch the afternoon train to Binghamton, and thence the night train to New York.

Yesterday the papers were duly served on the defendants in this city.

THE COMPLAINT.

The plaintiff in his complaint alleges that he is a creditor of the Erie Railway Company and the owner and holder of a past due claim for money against legally payable by said Company; and also that he and numerous others are holders of various forms of bonds issued by the Company, the interest upon which is imperilled, and shares of preferred stock, the past payment of dividends on which has been defeated, and the future earnings and payment of dividends on the same have been made, and are now doubtful, and the value of which has been impaired by reason of the wrongful acts of the defendants. And he brings this suit on his own behalf and on behalf of all others of the said stock and bondholders (so far as said stockholders are entitled to be heard herein), and on behalf of all creditors of said Company who shall join in and become parties to this action and contribute to the expense thereof.

HISTORY OF THE ERIE ROAD.

The complaint then proceeds at great length to sketch the history of the road and the legislation had in its behalf, together with the facts and circumstances attending each issue of bonds. Speaking of the direction and management of the road up to 1867, the complaint alleges that all the Directors were men of high character and large business experience and capacity, and occupied independent positions, and none of them were engaged either in political intrigues or in stock speculations, except in so far as Mr. Drew speculated in stocks, and except the defendant, Lane, a stock speculator, who forced himself into the Board at the election in October, 1866, by crafty stock manipulations, and by the purchase of stock proxies, which were paid for in whole or in part through his procurement out of the Company's money.

WHEN THE ROAD PAID.

Down to January, 1868, the Company regularly earned and paid dividends on its preferred stock, and had paid dividends also on its common stock; it had perfected its business connections, brought its road into excellent working condition, built expensive shops and eating houses, fully equipped the line, and earned, as early as 1865, over $15,000,000 a year, and had developed successfully facilities for transporting coal and deriving business from connecting lines, and it was and had been involved in no expensive litigation, and there had been no legal questions raised about its franchises or its corporate action.

VALUE OF ITS SECURITIES JAN. 1, 1868.

On Jan. 1, 1868, the current and market values, the issues, the amounts and aggregate values of the bonds and stocks of the Company were as follows:

Mortgage Bonds.	*Amount.*	*Market Values.*	*Total.*
First mortgage	$10,079,000	101	$10,079,000 00
Second mortgage	4,000,000	102	4,080,000 00
Third mortgage	6,000,000	97½	5,850,000 00
Fourth mortgage	4,000,000	99½	3,970,000 00
Fifth mortgage	9,956,500	83½	8,317,217 50
Preferred Stock	8,590,919	44	6,311,813 40
Common Stock	21,265,000	72	15,470,960 00
Sterling Bonds	2,143,000	(Value not quoted.)	
Being of bonds of at			$52,907,991
The value as the total value of bonds			17,967,732 50
Total value of stock			35,798,113 40
Total value of stock and bonds, including sterling bonds			$91,675,845 90

NON-ENUMERATED INDEBTEDNESS.

This $21,265,000 of common stock includes all common stock down to the ten-million issue, hereinafter mentioned, and all stock but that issued by the arbitrary exercise of supreme power usurped by the defendants, Gould, Fisk, and Lane, aided by their confederates in such acts, of whom a part, if not all, are made codefendants with them. And in addition, the Erie Railway Company was liable on several millions of Long Dock bonds issued on the security of the Long Dock property aforesaid.

ROLLING STOCK.

The rolling stock and other matters next mentioned, as appear by the Company's annual report, were, in September, 1868, as follows: Engines, 371; passenger cars, first class, 187; second class, 56; baggage cars, 60; freight cars, 6,040. It employed 15,000 men.

LENGTH OF THE ROAD OPERATED BY THE COMPANY.

The main road operated by the Company was 459 miles long, and it operated leased roads and branches 514 miles long; and of the 459 miles of main line, 362 miles (including sidings) had a double track, and the Company had regularly paid dividends on the preferred stock down to January, 1868, the date of the beginning of the year for such payment, and had also paid dividends on its common stock.

HOW FISK AND GOULD GOT IN.

The complaint then alleges that John S. Eldridge, to promote the interests of the Boston, Hartford and Erie Railroad, of which he was President, desired to secure the election of himself and those who would aid his Company to the position of Directors of the Erie Railway Company, and to that end Mr. Eldridge and the defendant Lane, then an Erie Director, and a lawyer in New York accustomed to stock operations, cooperated together and sought aid to consummate the scheme; and in casting about for suitable reinforcements they found one Jay Gould, who, having had some small railroad experience on a little road near Lake Champlain, (of the being at that time one of the members of a firm of stock brokers, in or near Wall street, which firm was then known as Smith, Gould, Martin & Company), and also one James Fisk, Jr., (then lately from, and, as he represents, up to May, 1869, a resident of Boston, where he had been carrying on some sort of dry goods jobbing, but when taking up with the aid of Mr. Eldridge a member of the stock-brokers' firm known as Fisk & Belden, doing business in or near Wall street, New York), and Messrs. Eldridge and Lane at once took Mr. Gould and Mr. Fisk into their secrets as being qualified for the attempt in hand, and the four conspired and they cooperated together to purchase and coerce their election, and the election of men they could control, as members of the Erie Board of Direction, in October, 1867, not mainly for the purpose of promoting the interest of said Company, but mainly to promote their personal interests and the interests of said Boston, Hartford and Erie Railroad Company. That said four persons had made purchase of proxies of the Erie Railway Company in large amounts on aid of a joint fund and cooperating assistance, and secured large amounts of the stock of said Company to be registered in their names, or in the names of those whose proxies for voting on such stock they could control, for the mere purpose of voting on the same, and by craft and intrigue, and contrary to the wishes of a majority of the *bona fide* stockholders of said Company, said four persons caused themselves and many of their friends, controlled by them to be elected such Directors in October, 1867.

$5,000,000 FOR BOSTON, HARTFORD, AND ERIE.

On the very day of the organization of the new Board an important contract was entered into with the Boston, Hartford, and Erie Company, by which the Erie Company agreed to guaranty $5,000,000 of the bonds of the latter Company.

A WHOLESALE INDICTMENT.

The complaint proceeds with the allegation, That said Gould, Fisk, and Lane, and their confederates, have jointly and severally, in their official position, and in respect of their action and influence as such directors and trustees, grossly abused their trust, and have been guilty of gross misconduct, whereby property of said Company has been lost, wasted, and wrongfully transferred, its credit has been lowered, its name has been disgraced, its business has been injured, its bondholders, stockholders, and creditors made to suffer damages, its employees have been demoralized, its prospective earnings have been imperilled, illegal authority and franchises have been exercised, and its stock has been over-issued.

THE CHARTER, BY-LAWS, AND RULES IGNORED.

The document then shows and quotes the charter provisions, by-laws, rules, and regulations of the Company, which it is alleged the said three persons, aided by other defendants, have systematically and constantly violated, both in letter and spirit, the particulars of which violations are given at length.

THE $10,000,000 LOAN.

It is alleged that early in 1868 there was some money wanted to improve and increase the transporting facilities of said road, and much more wanted to carry out the measures in regard to said Boston, Hartford, and Erie Railroad Company, and hence at that time the scheme was perfected, by the advice and cooperation of said three persons, to create and issue ten millions of the convertible bonds of said Company, to at once convert the same into stock, and to sell said stock upon the market,

$5,000,000 SOLD.

Five million dollars of said bonds were created, nominally sold, converted into stock, and said stock sold, all within a very few days, in execution of said scheme, then fully matured; and when the second $5,000,000 of said bonds were about to be nominally issued and sold, for the purpose of speedily going through the form of such conversion into stock, and with a view to at once sell such stock, a suit was commenced in the Supreme Court by the People of the State of New York, as plaintiffs, against said Company and said Gould, Fisk, Lane, Eldridge, and others, Directors, to restrain the issue of said $10,000,000 of stock and bonds; and an injunction was granted on the 3d day of March, 1868, and on that or the following day the same was served on the said Gould and Fisk, and about that time on said Lane.

FISK STEALS THE STOCK BOOK AND IGNORES THE INJUNCTION.

It is then alleged that James Fisk, Jr., stole the stock books of the Company, previously signed in blank, and with the connivance of Gould and Lane, filled up stock certificates to the amount of $5,000,000, which were forced upon the market in disregard of the injunction, realizing therefrom the sum of $4,000,000, of which sum Gould and Fisk still retain $875,000.

EXIT ELDRIDGE.

In July, 1868, Eldridge was persuaded to withdraw from the road under a compromise made with all the parties then interested in its management, and with Cornelius Vanderbilt, who was supposed to be influencing pending litigation with the directors.

THE FAMOUS COMPROMISE OF 1868.

The features of this compromise were:

(1.) The Erie Railway Company was to be made to agree to pay Cornelius Vanderbilt a subsidy of $1,000,000, and also to allow him $5,000,000 in nominal amount of its own common stock at 70, that is, to pay $3,500,000 for such stock.

(2.) That said Company was to agree to purchase of said Boston, Hartford, and Erie Company $5,000,000 in nominal amount of the $1,000 bonds of the last-named Company.

(3.) That the sum of $129,000 was to be paid by the Erie Railway Company to one Richard Schell, who had suits against said Company, founded on the aforesaid illegal stock issues and the acts of said Fisk and Gould and Lane, but on no pecuniary claim against said Company.

(4.) From $25,000 to $30,000 of the Erie Railway money was to be paid to said Gould and Fisk, or to one of them, for the benefit of both, or of said three persons, on an illegal and corrupt demand made by them.

(5.) That said Eldridge should take and be content with his share in the spoils, namely, the place in the Erie Railway Company and return to Massachusetts; that said Fisk, Gould, and Lane should for their share, have said Eldridge's place, all the other leading offices of said Company, and the control of the Executive Committee, supreme domination in the Company's affairs, and all the boundless opportunities of power, plunder, and fortune such control could afford.

FISK AND GOULD PARTIES TO THE COMPROMISE.

This compromise was fully approved by all the parties concerned, Fisk and Gould being present when the arrangement was consummated and when large portions of the money was paid. Eldridge resigned the Presidency, to which position Jay Gould was immediately elected, and the $1,000,000 was duly paid to Vanderbilt, together with the $5,000,000 in purchase of his stock.

THE LAST ELECTION AND HOW IT WAS CONTROLLED.

The complaint proceeds to expose at great length the schemes by which Gould and Fisk secured their recent reelection and have sought to consolidate their power, by aiding secret, fraudulent, and unauthorized issues of stocks and bonds, and fictitious issues as well, made to secure proxies; and lawyers were engaged, it is alleged, before such election, and orders of court were procured by collusion or otherwise, without good reason therefor, so as to secure control of such election by the sudden use of such orders, or failing so to do, to defeat an election altogether, and such was the intent of said Fisk, Gould, and Lane. All the persons elected Directors were previously made to sign a written paper pledging themselves to sustain Gould's policy as President.

AN ACCOUNT WANTED FROM SMITH, GOULD, MARTIN & CO.

It is charged that nearly all the pretended sales of bonds and stocks complained of were made to, and nearly all said pretended conversions were made by, the firm of Smith, Gould, Martin & Co., which firm has almost continually held and enjoyed, and used large amounts of the money derived therefrom by said firm, which was known to be the money of said Company, making large profits therefrom, and withholding such moneys in considerable sums and all said profits from said Company, but sharing the same with said three persons and their confederates; and said firm is composed of the defendants, Henry N. Smith (made a Director at the last election to be better conceal said wrongful acts, and as a reward for his cooperation), Jay Gould, Henry H. Martin, and James B. Bach. And the plaintiff prays they may be called to account for all such money and profits.

THE COMMON STOCK INCREASED TO $70,000,000.

The issues of stock that have been caused to be made by said three persons have increased the whole amount of the outstanding common stock of said Company from $34,265,000, the amount outstanding in August, 1868, and which includes said $10,000,000 issue of June, when their power became absolute, *to the enormous amount* of $70,000,000, which they admit by their said registry to be at this time issued and outstanding of such common stock.

ADDITIONAL DEBT.

These three persons and their confederates have since October, 1868, increased the issue of sterling bonds by a large amount, and the Long Dock bonds by from $400,000 to $500,000. This *more than doubling* of the common stock of the Erie Railway Company *in a single year*, has not been attended with any material addition to its earnings, with consequent reduction of its line or equipment, with the payment of a dollar as dividend to any of its stockholders, with any advance of its credit or good name, or with any advantage to any class of creditors, or with any gain of cheapness, safety or comfort in transportation on its road. But, on the contrary, by reason of the direct wrong doing, the depreciation in the value of the stock and bonds of the Company during the year ending Nov. 1, 1868, has been as follows:

CORPORATION VALUE OF BONDS AND STOCK.

Mortgage Bonds.	*Amounts.*	*Price Jan. 1, 1868.*	*Total Val. Jan. 1, 1868.*	*Price Nov. 1, 1868.*	*Total Val. Nov. 1, 1868.*
1st Mort.	$10,000,000	101	$10,100,000 00	98	$9,800,000 00
2d Mort.	4,000,000	102	4,080,000 00	94	3,760,000 00
3d Mort.	6,000,000	97½	5,850,000 00	84½	5,070,000 00
4th Mort.	4,000,000	99½	3,970,000 00	92	3,680,000 00
5th Mort.	9,956,500	83½	8,317,217 50	82	8,164,330 00
Sterling Bnds.	4,814,400	94½	4,553,847 60	90	4,330,560 00
Pref. Stk.	8,590,919	44	6,311,813 40	31½	2,706,558 65
Com. Stk.	21,265,000	72	15,470,960 00	29½	6,158,175 00
	$68,626,819	72	$48,621,838 50	29½	$37,723,623 65

WHAT THE BOND AND STOCKHOLDERS HAVE LOST.

According to this showing the total depreciation on the mortgage bonds of the Company has been $2,016,672.50; on the sterling bonds, $285,887; on the preferred stock, $1,920,954.75; and on the common stock, $10,312,625. Thus showing a loss to bond and stockholders by depreciation of their property of $14,485,939.25.

WHAT FISK AND GOULD HAVE GAINED.

During this time the receipts of the Company have been:

From earnings of the road	$19,000,000
From sale of over $5,000,000 new stock	16,750,000
From paid Drew, Treasurer	2,575,000
From sale of additional sterling bonds	800,000
From sale of additional Long Dock bonds	450,000
	$41,575,000

For which amount it is prayed that the defendants may be made to account.

THE ATLANTIC AND GREAT WESTERN LEASE.

The complaint enters at length into the facts connected with the lease of the Atlantic and Great Western Railway, the purchase of steamers on the western lakes, the purchase of various western railroad stocks, the proposed issue of $5,000,000 narrow gauge convertible bonds, the contract with the Lake Shore road, the quarrels of the Company with the United States Express Company, and sundry other matters.

THE GOLD RING.

It further alleges that in the month of September last, said three persons carried into execution a very extensive speculation, before by them contrived, in the price, purchase, and sale of gold; and therein caused to be invested large amounts of money of said Company, and to obtain such money, they pledged the property of said Company, and issued and sold its bonds and stock in large amounts, and also devoted their time and attention to the promotion of said speculation, to the neglect and to the great injury of the business affairs of said Company; and by reason thereof justly caused the opinion to be formed, to the prejudice of said Company, that they neglected its affairs and made its transportation less prompt and safe. That in securing means to inaugurate and carry on said speculation, they wrongfully used their official power and influence as officers and Directors of said Company, and promised and extended favors, at the expense and otherwise to the prejudice of said Company, to those whom they requested to aid said three persons and their confederates in said speculation; and by such acts, and by reason of the reckless and reprehensible character of said speculation generally, and of the conduct of said three persons in connection with it, the details of which were published and caricatured in the newspapers and other journals that circulated along the line of the road of the Erie Railway Company and among its employees, said three persons made themselves justly the object of indignation, ridicule, or contempt on the part, of such employees and of the public generally, to the great injury of the good repute and best interests of said Company.

THE OPERA HOUSE SPECULATION.

It is further alleged that Fisk and Gould purchased Pike's Opera House, which cost nearly $700,000, paid in part from money of said Company, with several dwelling houses adjacent, situated at a point about two miles from the Company's principal docks or ferry houses, and in a part of the city inconvenient of approach to those who have occasion to visit the offices of the Company, and for many reasons unsuitable for the transaction of its business.

THE BUILDING AS A RAILROAD OFFICE.

That said building was not properly arranged for occupancy by a railroad company; and it has within its main marble walls, opposite many of the serious entrances, a vast and gaudy hall, with an ample stage, with all the needed outfits and modern improvements (including dressing and drinking rooms) for French and Italian operatic and theatrical display, and for ballet, pantomime, and spectacular representation, and for such scenes the building has and then had public notoriety.

FISK'S PRIVATE PASSAGE WAYS.

That the title having been taken in the name of said Fisk and Gould, they specially contrived a plan for reuting a large portion of the same to the Erie Railway Company. That they made an agreement in the name of the Company, assuming to bind it to pay them an extravagant rent for the use of such offices, and for a long series of years. That said rent is equal in amount to the interest on nearly the purchase money of the entire building, and still leaves large portions of said building, aside from said Opera House, to rent for other purposes. That they also purchased several houses on Twenty-third street and Twenty-fourth street, near the corner of Eighth avenue and Twenty-third street; said Opera House being located at the corner of said street and avenue, and said buildings are occupied in part by persons who are connected with said theatre and opera, and act upon its stage, and also by said Fisk, who resides or rooms in one of them, from which he has a private connection to the box of said Fisk in said Opera House, and to and from which the inmates of said houses, and women who practise upon the stage, can pass to and fro.

DEMORALIZING EFFECT OF THE COMBINATION ON CLERKS.

That said contract for the leasing of portions of said Opera House to the Erie Railway Company is a fraud upon said Company and its creditors; that it is injurious to the business of said corporation to have its offices in a building which in part is almost nightly occupied for operatic and dramatic performances; that the frequenting of said building and its approaches by the large number of young clerks in the employment of said Company, and by opera and theatre goers, and the same time, and the musical and dancing rehearsals by day, with the tread of ballet girls and the echoes of operas and songs, and of all sorts of string and wind instruments resounding in said building, within hearing and almost within sight of many young clerks at their desks, with the employment of said Company in said Opera House, are demoralizing to said young men, destructive of the interests of said Company, and without a parallel in railroad history. That said three persons have caused the offices of said Company in said building to be fitted up, at its cost, in a costly and unparalleled extravagance, needlessly expending in gaudy, luxurious furniture, gilded decorations, and various alterations, fully $200,000 of the money of the said Company, while said abandoned offices of said Company are left in large measure uncented and unoccupied by said Company.

The said Opera House has

FREE BOXES AND HOSPITALITY

from its owners for their male and female friends, and for eminent officials, and has a telegraph wire connected with the aforesaid stock-selling firm of Smith, Gould, Martin & Co., but it has no such connection with the transfer office of the Erie Railway Company, forced as aforesaid from the said "*Grand Opera House*," to a place of convenience, and the transfer agent and his clerks must go to Smith, Gould & Martin's to send their messages, or to the firm members at the aforesaid "Grand Opera House," and wait to receive the same by way of the said firm, which thus learns the contents of such despatches.

THEATRE TRAINS AND GRAND OPERA.

That to further promote the interests of said "Grand Opera House" and theatre owners, at the expense of said Company (one or more of which persons are officially advertised as the chief or master spirits of the performers in said "Grand Opera House"), they have authorized in the public journals of the city of New York "*Theatre Trains*," to run on the Erie Railway, at hours accommodated to said *Theatre* and "*Grand Opera*," and not to the said road; and have erected at extraordinary places in said city, at the expense of said Company, showy and costly lamp-posts, whereon are advertised, in elaborate glass panels, on the one side the location of said Opera House, the corner of Twenty-third street and Eighth avenue, and on the opposite and less conspicuous side the offices and business of the Erie Railway Company; and by said and other means said three persons in their respective capacities as the Erie and Operatic Theatre managers or proprietors, have caused to be so confused and mingled in the thoughts and associations, especially of the New York clerks, (and to a considerable extent of many other clerks and employees of said Company who read the public journals), the ideas of "Erie" and "Grand Opera," in connection with and immediately ballet girls and operatic spectacles, with train, telegraphs, and time tables, as to impair the sense of duty, and to injure the business efficiency of said clerks and employes, and the good repute of said Company.

A REFUNDING DEMANDED.

That said contract for the leasing of portions of said *Grand Opera House* is void, or voidable, to be void, and said three persons be required to refund to said Company the money expended upon the said Grand Opera Building and loss to said Company by reason of said removal, and pay expenses of a return to the old offices thus abandoned to gain a tenant at a rent of more than $45,000 per year for portions before vacant of their said *Grand Opera House*.

THE RELIEF ASKED.

And the plaintiff prays the Court to fully exercise its powers for the protection of the Erie Railway Company and its creditors, and especially of the plaintiff and such creditors as may become parties to and contribute to the expenses of this suit, and that in so doing it will exercise in full its jurisdiction over said Trustees and officers.

And in this behalf more especially prays the court:

(1.) To forthwith suspend the several Trustees, Directors and officers named as defendants, from the exercise of their respective offices and trusts.

(2.) To appoint a Receiver of all said moneys and property, and stock and its proceeds, or of such portions of the same, and of such other property belonging to said Company, as the exigency of the case may require.

(3.) To grant one or more injunctions against the doing of any act or thing that may be prejudicial to said Company or its creditors, or embarrass the business or interests of the Erie Railway Company in any particular as to which said Receiver may be appointed to act.

(4.) That the persons named defendants, their attorneys, counsel, and agents, and each of them, refrain from doing or allowing any act that will interfere with or embarrass the operation of said Erie Railway Company, or those who operate the same, or injurious to its interests or business.

(5.) That any person, firm, or bank, having the possession of any money or deposits of the Erie Railway Company, do recognize any authority or right of any person named defendant in or to the same, or omit to allow the same to be withdrawn and expended by said Company, or by any officer authorized to act for said Company.

WHERE IS PRINCE ERIE?

The Erie offices were closed last night, and it was understood that Fisk, Gould, Lane, and others were in consultation at Mr. Fisk's private residence. At a late hour it was impossible to ascertain whether the papers had been served or not.

The New York Safe Deposit Company.

To the Editor of The Sun.

SIR: Allow me, through your columns, to avail myself of the occasion which the robbery of the Boylston Bank, in Boston, offers, to call the attention of the public to the safety for securities offered by the Safe Deposit Company of New York, Nos. 142 and 146 Broadway, corner of Liberty street, established for the sole purpose of their safe-keeping, and the first of its kind in the world.

We give receipts for special deposits of Government bonds and other securities, family plate jewelry, gold, wills, and any valuable papers, and guarantee their safety at a charge of one dollar per thousand dollars for a year upon Government bonds, and for other articles, at low rates.

We also rent small safes in our burglar-proof vaults, at from $15 to $75 per annum, according to size. Behind our vault, in which are our guaranteed securities and the small safes rented, is a three-foot granite wall, which itself forms one side of another vault.

The building is absolutely fire-proof, and the most thoroughly watched premises in this city, day and night, including Sundays and holidays, having at night, within and around the premises, not less than thirteen watchmen, and the premises always lighted up through the night, and open to inspection from outside.

The public, and especially ladies, for whom a separate desk room is provided, are invited to see our premises and mode of business.

Desk room is provided for renters to examine their securities, cut off coupons, &c., thus saving anyone of carrying them through the streets, or having them upon their own premises during the day. We think it a point to keep a supply of our safes of all sizes always ahead of the demand, adding to their number as required.

The banks take such special deposits of securities, &c., as well as cash boxes containing them, with reluctance, and there have been several legal decisions that they are not responsible for their safety. Any one interested has only to inquire of bank officers themselves to learn the various risks to which securities and cash boxes thus left with them are exposed.

The risks of keeping them in private safes are still greater. Ours is a corporate Company, under special charter, and with a liability of its stockholders to the extent of and in addition to the stock held. Persons out of the city can send their deposits through the responsible express companies.

Respectfully, your obedient servant,

FRANCIS H. JENKS,
President of the Safe Deposit Company of New York.

THE BEARD AND WHISKER PROBLEM.—Nobody knows why the hair of the face turns gray sooner than the hair of the head. So it is, however, and that is not the worst of it. The poisonous dyes that blacken the head don't have much effect on whiskers and beards. In this respect, as in all others, Phaloh's Vitalia, or Salvation for the Hair, differs utterly from these destructive compounds. This newly discovered agent acts upon the harshest, stubbiest, facial hair as readily as upon silken tinsel. It is clear, harmless, limpid, and agreeable as any toilet water, and restores the natural color of the hair with unerring certainty.—*Adv.*

THE WORLD IS CERTAINLY ON THE MOVE.—Improvement and progress rule the hour, while the Goldenrod and the Orient shake hands and relence. Superstitions and prejudices are giving way, and Knox, of No. 212 Broadway, is the acknowledged champion hatter of the Metropolis. Statesmen and public functionaries, military and naval officers, all wear the Knox Hat, and "the man who laughs" is he who felicitates himself upon the ownership of a Knox Hat.—*Adv.*

In view of the deception practised by dealers in worthless trade and other spurious imitation watches, buyers of genuine American watches should invariably demand a certificate of genuineness.—*Adv.*

Handkerchief Ties, $1.50 each. New and novel designs opened daily. F. C. Kempton & Co., 597b Broadway.—*Adv.*

New York Markets.

WEDNESDAY, Nov. 24.—FLOUR AND MEAL—The market was unsettled, but on the whole firmer, sales were made at the closing prices of yesterday, but higher prices were also made, and the range of quotations was considerably extended. Sales 14,800 bbls. at $4.60@$5 for superfine State, $5.05@$5.25 for common extra Western, $5@$5.50 for extra State and R. H. Ohio, closing with very little to be had under $5.20; $5.20@$5.30 for trade and family brands. Rye flour firmer, at $4.62½@$5.50. Corn meal dull, and lower at $2.80@$3.65.

SUNDRIES—Cotton steady; middling uplands, 28c. Petroleum quiet, 30½c. Spirits turpentine lower, 46½c. Rosin steady, $2.50@$2.60. Sugar dull; fair refining, 10c. Rio coffee active. New Orleans molasses lower, with free sales, 72@74c. Freights very dull.

GRAIN—Wheat sparingly offered and quiet, at some advance. The leading quotations at the close were $1.25@$1.27 for No. 2 spring, $1.31@$1.32 for No. 1 do, and $1.36@$1.38 for amber winter. There was a trifling business at irregular prices. Corn was lower, dull, and although not without inquiry, closed nearly nominal at $1.09@$1.11 for Western mixed. Rye, barley, and barley malt were too unsettled for reliable quotations, the tone of the former tended upward. Corn was dull but firm, at 65@66c.

PROVISIONS—Pork dull and unsettled; sales 300 bbls. at $26.75 for old mess, $28.50 for extra prime, and $32 for new mess for immediate delivery. Lard heavy and quite dull. Tierce beef in demand; sales 400 tcs. at $25@$28 for prime mess, and $19.50@$21 for India mess. Cut meats nearly nominal. Pickled hams, 17½@18c. Bacon very firm. Lard scarce and nearly nominal; prime of all kinds selling in a small way at 19@19½c.; also, 250 tcs. prime Western steam, January and February delivery, 19c. Dressed hogs, 13½@14c. Butter and cheese dull.

Live Stock Market.

NEW YORK, Wednesday, Nov. 24.—The receipts of beeves to-day were 39 head, making 1,126 since Monday, which, with a very limited demand for fine-fattened prime quality, which were sold at close to 12c. ₱ lb., the market was weak at 10@11c. as the extreme range, with the bulk of sales at 10@10½c. ₱ lb., and 10½c. ₱ lb. on average, were retailed to average 12c. ₱ lb.; good droves averaged 10c.; fair do., 10c.; medium, 10c.; common, 10c.; and inferior, including Texans, 10@11c. Sheep and lambs continue dull at 4½@6½c., with a few sold at 7c. Receipts were 4,460. Hogs were hardly so low; for fine corn-fed they closed at 10½@11½c. for poor to prime. The arrivals were 2,320.

MARINE INTELLIGENCE.

MISCELLANEOUS ALMANAC—THIS DAY.

Sun rises..... 6 38 | Sun sets..... 4 33 | Moon rises..16 47
Sandy Hook..12 03 | Gov. Island..12 52 | Hell Gate..1 14

Arrived—WEDNESDAY, Nov. 24.

Steamship Henry Chauncey, Aspinwall, mdse. and passengers.
Steamship Columbia, Havana, mdse and pass.
Steamship Cornelia, Aspinwall, mdse. and pass.
Steamship Lumina Moore, Newbern, N. C, mdse. and
Steamship Chesapeake, Portland, mdse and pass.
Ship Gleniffer, Glasgow, iron.
Bark Carl, Cette, wine, &c.
Brig Blanche, Guantanamo, sugar, &c.
Brig Jackmore, Cardenas, molasses.
Also the usual river and coastwise vessels.
SAILED—Steamships Ben and Manhattan, for Liverpool; Rebecca Clyde, for Wilmington; Hatteras, for Norfolk.

STEAMSHIPS ARRIVED OUT.

BREST, Nov. 24—Ville de Paris, New York.
QUEENSTOWN, Nov. 24—City of Dublin, New York.
GLASGOW, Nov. 24—St. Andrew, Quebec.

Business Notices.

We Live in Three Climates.

In this country we have at different seasons of the year, the temperature of three climates. Our springs and autumns have a coldness and mildness that belong only to the temperate zones; our midsummers are torrid, and our midwinters almost arctic in their frigidity. These changes, involving a variation of from ninety to one hundred degrees Fahrenheit during the year, are upon the whole conducive to health and long life, but they tend to entail upon us some distressing complaints which can only be escaped by the exercise of due care and the use of a proper antidote when the system is predisposed to contract them. The chief and most annoying of these disorders is dyspepsia, once supposed to be incurable, but which, since the introduction of HOSTETTER'S STOMACH BITTERS, now about twenty years ago, has proved to be a perfectly manageable disease.

In the spring and fall, but more especially in the fall, the symptoms of dyspepsia are generally aggravated. The profuse expenditure of the animal fluids under the burning sun of summer is apt to leave the stomach weak and indolent and incompetent to the task of perfect digestion. It requires a tonic which will rouse it from its lethargy and brace and invigorate without irritating or inflaming it. This tonic has been provided in the wonderful vegetable preparation which has replaced in a great measure all the old palliatives formerly prescribed by the physicians, under the false idea that the disorder could not be radically cured. The success of HOSTETTER'S BITTERS in all the varieties of dyspepsia, acute or chronic, has effectually exploded this fallacy, and it is now recommended as a specific for indigestion by some of the most eminent members of the medical profession.

Dermatology.—Dr. B. C. PERRY, the skilful and well-known dermatologist, of 49 Bond st., for diseased scalp, loss of hair, unnatural redness of the nose, pimples, black worms, acne, flesh worms, blotches, stings, or moles, and their cure, by part of the five millions created or issued since October last, be sold, pledged, transferred or parted with, by any person or persons named as defendants, save to said Company, or a Receiver, or Special Receiver, appointed in this suit.

(16.) That neither of the persons named defendants herein do any act or thing by way of transfer, convey, or in any manner part with any stock or bonds of the Erie Railway Company not now outstanding in the hands of bona fide holders, or not made, sold, and converted pursuant to the direct and express authority of the Board of Directors of said Company, except to deliver the same to a Receiver appointed in this suit.

(17.) That neither of the persons named defendants herein, in their respective capacities as Director, manager, or officers of the Ferry Company running or nominally owning ferry boats on the Hudson river, used for the transportation of the Erie Railway, or in their capacity as officers or Directors of the Buffalo, Bradford and Pittsburgh Railway Company, or of the Long Dock Company, or of a line of steamers on Lake Erie, aid, promote, or cause to the doing or omission of any act or thing that will prejudice or embarrass the business or interests of the Erie Railway Company in any particular as to which said Receiver may be appointed to act.

(18.) That the persons named defendants, their attorneys, counsel, and agents, and each of them, refrain from doing or allowing any act that will interfere with or embarrass the operation of said Erie Railway Company, or those who operate the same, or injurious to its interests or business.

(19.) That any person, firm, or bank, having the possession of any money or deposits of the Erie Railway Company, do recognize any authority or right of any person named defendant in or to the same, or omit to allow the same to be withdrawn and expended by said Company, or by any officer authorized to act for said Company.

WHERE IS PRINCE ERIE?

The Erie offices were closed last night, and it was understood that Fisk, Gould, Lane, and others were in consultation at Mr. Fisk's private residence. At a late hour it was impossible to ascertain whether the papers had been served or not.

The New York Safe Deposit Company.

To the Editor of The Sun.

SIR: Allow me, through your columns, to avail myself of the occasion which the robbery of the Boylston Bank, in Boston, offers, to call the attention of the public to the safety for securities offered by the Safe Deposit Company of New York, Nos. 142 and 146 Broadway, corner of Liberty street, established for the sole purpose of their safe-keeping, and the first of its kind in the world.

We give receipts for special deposits of Government bonds and other securities, family plate jewelry, gold, wills, and any valuable papers, and guarantee their safety at a charge of one dollar per thousand dollars for a year upon Government bonds, and for other articles, at low rates.

We also rent small safes in our burglar-proof vaults, at from $15 to $75 per annum, according to size. Behind our vault, in which are our guaranteed securities and the small safes rented, is a three-foot granite wall, which itself forms one side of another vault.

The building is absolutely fire-proof, and the most thoroughly watched premises in this city, day and night, including Sundays and holidays, having at night, within and around the premises, not less than thirteen watchmen, and the premises always lighted up through the night, and open to inspection from outside.

The public, and especially ladies, for whom a separate desk room is provided, are invited to see our premises and mode of business.

Desk room is provided for renters to examine their securities, cut off coupons, &c., thus saving anyone of carrying them through the streets, or having them upon their own premises during the day. We think it a point to keep a supply of our safes of all sizes always ahead of the demand, adding to their number as required.

The banks take such special deposits of securities, &c., as well as cash boxes containing them, with reluctance, and there have been several legal decisions that they are not responsible for their safety. Any one interested has only to inquire of bank officers themselves to learn the various risks to which securities and cash boxes thus left with them are exposed.

The risks of keeping them in private safes are still greater. Ours is a corporate Company, under special charter, and with a liability of its stockholders to the extent of and in addition to the stock held. Persons out of the city can send their deposits through the responsible express companies.

Respectfully, your obedient servant,

FRANCIS H. JENKS,
President of the Safe Deposit Company of New York.

Special Notices.

HERRING'S SAFES OUT WEST!!
GREAT FIRE IN HANNIBAL, MO.

(Copy.)

HANNIBAL, MO., Nov. 6, 1869.

Herring, Farrell & Sherman, New York.

GENTLEMEN: On the morning of the 26th of October our city was visited by a severe conflagration, which destroyed my tobacco factory, a two-story brick and stone building, in which I had one of your No. 1 F. D. Champion Safes (purchased from your house some ten years ago). The Safe fell some some sixteen feet into a sub-cellar, and was subjected to a severe test. I succeeded in getting it open some thirty hours after the fire, and I am happy to say that all my valuable books and papers came out per