JOHN F. OLMSTEAD'S RECORD.

GRAVE CHARGES OF FRAUD AND BETRAYAL OF TRUST.

The Complaint of Sunderland and Hillyer Against Hallet Kilbourn and Olmstead—The Man whose Nomination as District Commissioner is Now Before the Senate.

WASHINGTON, Dec. 26.—In the suit of Thomas Sunderland and Curtis J. Hillyer against Hallet Kilbourn and John F. Olmstead, a bill in equity is now pending in the Supreme Court of the District of Columbia. It will probably be heard at the next term, if the persistent efforts of the plaintiffs to obtain a decree are successful. The voluminous testimony in this case, taken before Examiner W. T. Y. Curtis, is at last completed, after many delays interposed by Kilbourn, Latta, and Olmstead.

The charges brought by the plaintiffs against Kilbourn and Olmstead are contained in the following sworn complaint:

First—The plaintiffs state as follows:

The plaintiff Thomas Sunderland is a citizen of the State of California, and the plaintiff Curtis J. Hillyer is a citizen of the State of Nevada, and they bring this suit in their own right.

Second—The defendants are citizens of the District of Columbia.

Third—That in the month of April, A. D. 1872, the plaintiffs and one William M. Stewart formed an enterprise and associated themselves together for the purchase, by way of speculation and investment, of a considerable quantity of unimproved real estate, situate in the northwest quarter of the city of Washington, in the District of Columbia, under a mutual arrangement and agreement between them, whereby the said Sunderland should have one-half interest, and the said Hillyer and the said Stewart each one-quarter interest, in such purchases; that, for the purpose of making the proposed purchases in a manner the most advantageous to their interests, the plaintiffs and said Stewart, in said month of April, 1872, engaged and employed as their agents a northern firm of real estate brokers, then doing business, as partners, in said city of Washington, under the firm name and style of Kilbourn & Latta, and composed of the defendants, Kilbourn and Olmstead, and one James M. Latta, and it was then and there agreed between the said firm on the one part, and the plaintiffs and the said Stewart on the other part, as follows;

EMPLOYING OLMSTEAD AND PARTNERS AS AGENTS.

That the plaintiffs and the said Stewart should intrust unto said firm, as their agents aforesaid, the negotiation for and the purchase of such real estate in the said quarter of the said city as the plaintiffs and the said Stewart might elect to acquire; that they should furnish unto the said firm, when in the same thereunto required, such sums of money as might be requisite for the acquisition of the property, and that the plaintiffs and the said Stewart should pay unto the said firm, upon the purchases to be made by said firm on their account, a reasonable compensation, by way of commission, when and in case the said firm should make no charge by way of commission against the vendors of the property, but in case any such charge should be made by the said firm against the vendors, that then the plaintiffs and the said Stewart should pay unto the said firm no commission whatever; that the said firm, in consideration of so being intrusted with the purchase of such real estate, and of the compensation which they might derive upon such purchase, should ascertain and point out unto the plaintiffs and the said Stewart such lots and parcels of land in the said quarter of the said city, as in the judgment of the said firm, might be most advantageously acquired by the plaintiffs and the said Stewart; that the said firm should advise and counsel, to the best of its judgment, knowledge, and experience, the plaintiffs and the said Stewart in respect of the purchase of any particular parcel of land within the said section, which they, on their own motion, might suggest to the said firm as desirable to be purchased on their account; and that in any and all cases the said firm should negotiate for the purchase of any real property to be acquired on account of the plaintiffs and the said Stewart, at the lowest possible rate at which it could be obtained from the owner, and after ascertaining the price for which any such property might be obtained from the owner, should fairly, and to the best of the knowledge and ability of the said firm, inform the plaintiffs and the said Stewart whether the said price was such as to render their acquisition of the property desirable, and recommend to them whether they should purchase the property or not; that if the plaintiffs and the said Stewart consented to such purchase, the same should be made on their account by the said firm; and that, upon receiving, at its request, from the purchasers, the cash required in the first instance, and, also, the amount of deferred payments as the same might become payable, the said firm should make due settlement with the vendor or other person entitled to payment.

A BIG REAL ESTATE SPECULATION.

Fourth—That in pursuance of said enterprise and the said agreements, in the months of May, June, and July, 1872, the said firm of brokers negotiated for and purchased on account of the plaintiffs and the said Stewart a number of unimproved lots and parcels of land in the northwest quarter of said city, the purchase price of which amounted to about $370,000; and during said period the plaintiffs and said Stewart placed in the hands of said brokers over $100,000 in money, to meet the cash payments which the said firm represented unto the complainants and the said Stewart as necessary to be made in order to the completion of said purchases; that in respect to each of the said purchases, before the same were finally concluded, the said firm announced to the plaintiffs and said Stewart the price they were required to pay for the property, and thereupon obtained their consent to the payment of such price, but, in each case, the said firm represented to the same time, to the plaintiffs and the said Stewart, that the said firm had faithfully and diligently negotiated with the owner of the property to obtain the same at the lowest price, and that the price by the said firm so announced to the plaintiffs and the said Stewart was the lowest price for which the property could be at all obtained; and the plaintiffs and the said Stewart, in consenting to such price, as aforesaid, relied entirely upon the truth of the said representations made by the said firm, and upon the good faith and judgment of said firm in recommending the purchase.

Fifth—That in the latter part of April, or early in May, 1872, the plaintiffs and said Stewart called the attention of said firm of brokers to square numbered 115 in said city, and requested the said firm to ascertain the owner and the price at which the said square could be purchased; and that on or shortly before the 25th day of said month of May, the said firm informed the plaintiffs that the said firm had been in negotiations for the purchase of the said square from the owner thereof, and represented to the plaintiffs and the said Stewart that the sum of $65,000 was the lowest price at which the said square could be obtained from the owner thereof, and advised the plaintiffs and the said Stewart that the purchase of the said square, at such price, would be a desirable and advantageous one. That, relying upon those representations, the plaintiffs and said Stewart authorized the purchase of said square by the said firm on their account, at the price aforesaid, and upon the further representations by the said firm that it was required by the seller that $20,000 of the purchase price should be paid in cash, the plaintiffs and the said Stewart paid to said firm the said sum of $20,000 as such cash payment; that upon the 25th day of May, in the same year, the then owner of said square executed his certain deed conveying the said square unto the said James M. Latta, as trustee for the plaintiffs and said Stewart; and the said Latta accepted the said conveyance in trust for them, and they thereupon became the owners of the said square.

THE FIRST ALLEGED SWINDLING.

But the plaintiffs aver that the statements and representations made by the said firm in respect to the purchase of the said square were false and fraudulent, that the actual purchase price paid, and at which the said square was obtainable and obtained from the owner thereof, by the said firm, was not $65,000, but only $40,000, and the cash required by the owner of the said square, and, in fact, payable and paid on the purchase thereof by the said firm, was not $20,000, but only $8,000; and that the said firm, fraudulently and for the purpose of cheating the plaintiffs and the said Stewart, charged and induced them to pay to the said firm as the purchase price of said property twenty-five thousand dollars ($25,000) more than was paid, or was necessary to be paid, by the said firm to the vendor of the said square; which said sum of $25,000 the said firm appropriated at the time to their own use, and have since retained.

The plaintiffs further aver that neither they nor the said Stewart, nor any nor either of them, took any part in the negotiations concerning the purchase of said square, nor had any communication with the owner thereof, but left the said purchase entirely to the said firm of brokers, whose duty it was, and who promised and agreed with the plaintiffs and said Stewart, to conduct and conclude the said purchase wholly in their interest and for their benefit.

Plaintiffs further aver that the real facts concerning said negotiations and the actual price paid for the said square of ground by the said firm was never disclosed by said firm, or any member thereof, to, but on the contrary was fraudulently concealed from the said plaintiffs and said Stewart, in such manner that they and each of them were at the time, and until the year 1881 remained, wholly ignorant thereof; that, relying upon the honesty and good faith of the said firm, the said plaintiffs and said Stewart made no inquiry or investigation in reference to the said transaction, and had no knowledge or suspicion of the facts as aforesaid constituting the fraud therein, until about the month of March, 1881, when the said facts were discovered by the plaintiff Sunderland, at or about the same time and through inquiries of the same character and induced by the same causes as those stated in the preceding paragraph of this bill in reference to square numbered 115.

THE THIRD ALLEGED SWINDLING.

Seventh—The plaintiffs further aver that, upon the same inducements and under the same promises, undertakings, and agreements, and in substantially the same manner as hereinbefore before stated, in the fifth paragraph of this bill, in respect to square numbered 115, the said firm, in June, 1872, negotiated, and on the 7th day of said month purchased, for the plaintiffs and said Stewart, square numbered 153 in said city, and then and there represented to them that the lowest price at which said square numbered 153 could be obtained for them from the owner thereof by the said firm was $72,970.80, and at such price advised the plaintiffs and the said Stewart to acquire such square, to which they, in full reliance upon the integrity and good faith of said firm, accordingly consented, and thereupon the said price was by said firm charged for said square to and subsequently paid by the plaintiffs and said Stewart; whereas, in fact, the actual purchase price paid and payable for said square numbered 153, by said firm, was only $57,650.75, and the balance of $5,319.55 was fraudulently taken and appropriated by the said firm to its own use, and the fact thereof by said firm fraudulently concealed from the plaintiffs and the said Stewart, and never discovered by plaintiffs or by the said Stewart until by the means and in the manner, and at or about the same time, hereinbefore stated in reference to square numbered 115.

THE FOURTH ALLEGED SWINDLING.

And the plaintiffs further aver that, between the months of May and July, 1872, both inclusive, the said firm purchased for and on account of the plaintiffs and the said Stewart, as their agents aforesaid, the following other real estate in the said city, known and designated on the ground plat or plan thereof as lot numbered eight (8), the west half of lot numbered nine (9), and lot numbered ten (10), all in square numbered one hundred and fifty-eight (158); and, at and before the times of said several purchases, the said firm represented unto the plaintiffs and the said Stewart that the said firm had negotiated with the several owners of the said lots respecting the purchase thereof, and had ascertained, and that the truth was that the lowest price at which the said lots could be obtained for them from said owners, by the said firm, was, in the aggregate, the sum of $12,289.59, and the said firm then and there further represented unto the plaintiffs and the said Stewart, and advised them, that it would be to their interest and advantage to purchase the said lots at the aggregate price aforesaid; and the plaintiffs, relying upon the said representations, consented to the purchase by the said firm, on their account, of the said lots, at the price aforesaid; and the said firm thereupon purchased the said lots for the plaintiffs and the said Stewart, and charged them, on account thereof, the sum of $12,289.59, which was accordingly paid by the plaintiffs and the said Stewart. But the plaintiffs, upon information and belief, aver that the said representations and advice so made, and given to the plaintiffs and the said Stewart, were falsely and fraudulently made and given, and were conceived and contrived for the purpose of cheating the plaintiffs and the said Stewart, and that the lowest price at which the said lots were in fact obtainable and obtained from the owners thereof by the said firm was not, in the aggregate, the sum of $12,289.59, but only the sum of $9,625.86, and that the latter was the real and actual price and consideration upon which the said firm so purchased the said lots for the plaintiffs and the said Stewart, and the difference between the said two sums, being the sum of $2,663.73, was fraudulently charged against and taken from the complainants and the said Stewart by the said firm.

And the plaintiffs aver, that neither they, nor either of them, nor the said Stewart, had, at the time, any reason to suspect or imagine the fraud thus perpetrated upon them; that it was deliberately concealed from them and each of them by the said firm; and that the plaintiffs never became aware of the said fraud or of any of the facts constituting the same, until the month of May, 1881, when the plaintiffs, being about to institute the present proceeding, examined the record of a certain case then depending in the Supreme Court of the said District of Columbia, entitled Kilbourn et al. vs. Latta, and numbered in equity No. 5,019, and from the contents thereof were for the first time made acquainted with the said fraud and the facts constituting the same.

And the plaintiffs aver that the plaintiff Hillyer for about one-half, and the plaintiff Sunderland for nearly all of the time which elapsed between the years 1872 and 1876, and from the latter date until the present year, were absent from the District of Columbia, being either in Europe or upon the Pacific coast.

HOW THE ALLEGED FRAUDS WERE CONCEALED.

Eighth—The plaintiffs further aver that about the time the first purchases were made by the said firm on account of the plaintiffs and the said Stewart, as above set forth, it was suggested and recommended by the said firm, that, for the purpose of making more advantageous the subsequent purchases, and also, for the greater convenience of making conveyance of such portions of purchased property as might be resold, the title to all lots and real estate purchased or to be purchased by said firm, on account of the plaintiffs and the said Stewart, should be taken in the name of one of the members of the said firm, as trustee for the plaintiffs and said Stewart, and that, accordingly, the title to all said purchased property, was, through the procurement of said firm, conveyed to James M. Latta, as such trustee; and said Latta received and took into his possession all of the deeds and muniments of title to said property, and has ever since retained the same, nor have the same or any part of them, at any time been in the possession of, or exhibited to, or seen by either the plaintiffs or the said Stewart.

And some time in the month of March of the present year the complainants, through the said Sunderland, and under the circumstances set forth in the fifth paragraph of this bill in respect of their discovery of the fraud perpetrated upon them by the said firm in regard to the purchase of square numbered 115, for the first time ascertained or had reason to suspect, and the truth was, that the said firm, in order more fully to conceal their fraudulent acts and doings against the plaintiffs and the said Stewart, had caused the said deeds made to the said Latta, as trustee for the complainants and the said Stewart, to be for the most part withheld from record, for an unreasonable period, and not to be recorded until several months after the execution thereof.

SENATOR STEWART'S LUCK.

Ninth—The plaintiffs further aver that in the month of December, 1872, the said William M. Stewart, being desirous of abandoning the said speculation and of freeing himself from all interest in the purchases which had been made thereunder, and all obligations in respect to the same, assigned and conveyed in writing the entire interest of him the said Stewart in all of the property previously purchased by the complainants and himself as aforesaid unto the said Sunderland, it being at the same time agreed between the said Stewart and the said Sunderland, with the consent of the said Hillyer, that the said Sunderland should refund unto the said Stewart the moneys therefore advanced by him on account of said purchases, and should assume his (the said Stewart's) share of all liabilities in respect to deferred payments thereon, and of every character whatsoever; and it was further agreed, as aforesaid by the said parties, that the said Stewart should be substituted, in respect to the interest of said Stewart, as the original purchaser, with the same rights and obligations, in every regard, as if said Stewart had never been interested in the purchased property; that this agreement was fully known, and at the time thereof fully assented to, by the said firm; and the said firm proved that the said Sunderland should, as to themselves, be substituted to all the rights and obligations of said Stewart, in respect to said purchases and property, in the same manner and with the same effect as if he, the said Sunderland, had been the original purchaser, and the said Stewart had had no interest therein. Thereafter the said Stewart had no interest in any portion of said property, and no connection with any of the dealings relating to the same.

Tenth—The plaintiffs further aver that after the completion of the purchases hereinbefore mentioned, all of the property so purchased as aforesaid, together with two other parcels of unimproved real estate, situated in the same quarter of said city, and owned jointly by the plaintiffs, and of which the purchase price paid by them amounted to about $90,000, were left in the hands of said firm of brokers for resale, upon commissions, whenever a satisfactory price therefor could be obtained; and in consideration of the probable prospective commissions to be derived by said firm from such resale, the said firm agreed with the plaintiffs that it would keep in its own books an account of said property and ascertain and notify the plaintiffs of all payments necessary to be made by them on account of interest, deferred principal, and general and special taxes; and upon receiving the funds therefor from the plaintiffs, disburse said funds as might be requisite and proper, and keep an account of all such receipts and disbursements, without any charge to plaintiffs for said services, except for the actual expenses advanced by said firm; that this arrangement was in fact, and was considered, equally by plaintiffs and the said firm, to be highly advantageous to said firm, as both the said firm and the plaintiffs believed that within a short period very considerable sales of said property would and could be made at satisfactory prices.

The plaintiffs aver, however, that owing to the financial crisis and general business depression commencing in 1873, and continuing for several years thereafter, no sales were in fact made of any portion of said property prior to Jan. 1, 1877.

THE FIFTH ALLEGED SWINDLING.

Eleventh—Plaintiffs further aver that after the making of said arrangement, for several years together and prior to Jan. 1, 1877, the plaintiffs from time to time remitted large sums of money to said firm, aggregating more than $250,000, to be by said firm employed and expended in making payments on account of said property; and that on Dec. 31, 1876, there was in the hands of said firm, from such remittances, a large sum of money, to wit, not less than $20,000, belonging to the plaintiffs, and held by said firm for the purposes aforesaid; that on or about Dec. 31, 1876, the said firm secretly and fraudulently diverted from the funds of the plaintiffs, then in the hands of said firm, the sum of $16,526, and appropriated the same to their own use, and have ever since wrongfully retained the same. Plaintiffs further aver, upon information and belief, that the only pretext for the misappropriation and conversion of the said sum of money from the funds of the plaintiffs was that on or about the 31st of December, 1876, the said firm caused an entry to be made upon their books of a debit charge against the plaintiffs for the care and management of their property from June, 1872, to the date of the entry of the said charge of $16,526, and then pretended that the amount so taken by them was in satisfaction of the claim stated in said entry; but the plaintiffs aver that, in fact, neither the said firm nor any member thereof had exercised any care or management of any part of said plaintiffs' property, otherwise than in the manner and under the arrangements and agreements above stated, and that nothing was in fact due to the said firm therefor, and that this the said firm and the several members thereof at the time well knew.

Plaintiffs further say that neither the defendants nor said Latta ever disclosed to the plaintiffs, or either of them, that said funds had been so taken by said firm, or that said entry or charge had been made upon the firm books, or that the said firm claimed or pretended to have any claim whatsoever against the plaintiffs, for the care and management of their property or otherwise, but, on the contrary, the said firm, and each of the members thereof, carefully concealed from the plaintiffs all of said facts and transactions; that, in 1878, up to which time each of the plaintiffs was entirely ignorant of the said entry, charge, and claim; that between the 26th day of June, 1872, and the 20th day of June, 1878, no account had been by said firm rendered to the plaintiffs, or either of them, nor any communication, written or oral, made to them, or either of them, by said firm, from which the plaintiffs, or either of them, could infer or suspect that said funds, or any portion of the same, were to be or had been taken by the said firm, or that any claim or charge, of the character stated in said entry, upon the books of said firm had been or was intended to be made, but that on or shortly after the 20th day of June, 1878, the plaintiffs then, for the first time in many years being together in Washington, demanded from the said firm of Kilbourn & Latta a general account of current expenses furnished to them by the defendants, and that in said account they, for the first time, discovered that the said entry had been made in the books of said firm, and the amount last above stated had been abstracted from the funds of the plaintiffs and appropriated by the said firm; that they thereupon protested to the defendants against the said transaction, and demanded of them either to refund the said amount at once to the plaintiffs or to apply it in discharging the indebtedness of plaintiffs upon deferred payments, in accordance with the trust upon which it had been placed in their hands, stating to said defendants that unless this was done they, the plaintiffs, would institute legal proceedings for its restitution, but that the defendants and said Latta then neglected and refused, and until the present time have neglected and refused, to repay or disburse on plaintiffs' account, the said sum of money or any part thereof. And, until the rendition of the said account by the said firm, the plaintiffs, since the year 1872, and the withdrawal from their enterprise of the said Stewart, as hereinbefore mentioned, had been entirely unaware of the state of accounts between themselves and the said firm; that no account had been presented or given to them, or either of them, by the said firm; that they had never made any request for any such account of the said firm, or demanded from it the unlawful charge, entry, or claim in accounts of their transactions with said firm, and relied for their protection implicitly upon the honesty and good faith of the said firm.

EXTENT OF THE FRAUDS.

Twelfth—The aforesaid James M. Latta is now and for more than two years last past has been a citizen and resident of the State of Indiana, and the said William M. Stewart is a citizen and resident of the State of California, and for the reason that they are without the jurisdiction of this Court, they are not made parties defendant herein, but the plaintiffs pray that proper process may issue from this honorable Court to make them parties defendant, and to require them to appear and answer to this bill, if they shall at any time come within the jurisdiction of the Court.

The plaintiffs, who expressly waive an answer under oath from the defendants, and also from the said James M. Latta, in case he shall hereafter be made party defendant hereto, pray that the defendants Hallet Kilbourn and John F. Olmstead, and also the said James M. Latta and William M. Stewart, if they should come within the jurisdiction, may be by proper process made parties hereto, and that the defendants and the said Latta, when and if made party, may account fully to the plaintiffs of and concerning their said trust in respect to the said transactions hereinbefore set forth, and be required by the decree of the Court to pay over to the plaintiffs all such sums of money as shall be found equitably due from them to the plaintiffs on account of the said several breaches of trust, and particularly that they and each of them may be decreed to pay to plaintiffs the sum of $25,000, with interest thereon from the 25th day of May, 1872, at the rate of six per centum per annum; the sum of $3,316, with interest thereon, at the same rate, from the 23d day of June, 1872; the sum of $2,663.20, with a like rate of interest from the 1st day of July, A. D., 1872, and the further sum of $16,526, with interest thereon, at the same rate, from the 31st day of December, 1876, and for such other and further relief as to the Court may seem proper in the premises.

The defendants to this bill are:

HALLET KILBOURN,
JOHN F. OLMSTEAD.

We do solemnly swear that we have read over the above bill by us subscribed, and know the contents thereof; that the facts therein stated upon our own knowledge are true, and that the facts therein stated upon our information and belief we believe to be true.

THOMAS SUNDERLAND,
CURTIS J. HILLYER.

JEM MACE TO MR. FOX.

He Says He is Yet the Champion of the World, but Puts his Mount Forward.

Mr. Richard K. Fox, proprietor of the *Police Gazette*, received from Jem Mace in San Francisco yesterday a telegram in which the pugilist says: "I send this despatch to let you know that I have taken up my quarters at Patsey Hogan's Palace Hotel with the big one. His name is Herbert A. Slade, and he is an Australian by birth. He stands 6 feet 2½ inches in height, and when in fighting condition weighs over 200 pounds. I think he will be a good match for Sullivan or any other man. Although I am now in my 52d year, I am still champion of the world with the gloves, and would only be too happy to have a trial with John L. Sullivan, the 'American wonder,' especially as you state there is so much money to be won by beating him. He must be a great pugilist if he knocks me out in four rounds. I have sent a letter by mail with full particulars, and I call your attention to my companion Slade. I wish you would make no arrangements until you receive my letter."

Mr. Fox was asked if he had made any arrangement in regard to Jem Mace.

"Yes," he replied. "I have sent word for Mace and his party to give an exhibition in San Francisco, and come on to New York at the expiration of two weeks. I have received offers from two railway lines to bring the party on, and have taken the best offer and sent on four tickets, and when they arrive we will make a match, if possible, to fight John L. Sullivan for any amount."

The reporter found John L. Sullivan at William Bennett's, on the corner of Thirty-second street and Sixth avenue, surrounded by Bob Farrell, Peter McCoy, Mike Moran, James Coburn, Mike Coburn, James Dugrey, Samuel White, Steve Dubois, and other well-known sporting men. He said: "I will fight Mace if I have to, but would rather fight the younger man, Slade, as there would be more credit in it. Mace, according to his own say, is 52 years of age. I will box Mace, and agree to stop him in four rounds easily. If Mr. Fox, after two years' looking around, thinks he has found the man to whip me, I will fight him for $5,000 a side to accommodate him, but would rather have it for $10,000 a side. I care nothing for the title of champion of the world, which Mace claims, but am satisfied with that of champion of America."

Sullivan wore a heavy gold hunting case watch, presented to him by his admirers in Boston, and a heavy medallion, two inches square, with the colors which he wore at the Ryan-Sullivan fight on one side and the initial "S," on the other, which is a large dark onyx. On the edge is the legend, "Presented to John L. Sullivan, champion of America, by John Caldwell."

William Clark, who when in his prime was the cleverest boxer this country has ever seen, said that he thought Mace and Sullivan would fight. "Sullivan is a good one," said he. "He has youth on his side and is daily improving. On the other hand, as far as science and experience goes, Mace, although an old one, has the best of it."

THE RACKET TOURNAMENT.

The Grays Beat Beakes and Moore, Giving them Four Aces in Each Game.

The third day of the racket tournament at the court of the New York Racket Club was marked by another fine exhibition in a four-handed match, in which the brothers Walter and Joseph Gray played against Harry Beakes and Robert Moore, the Grays giving their opponents the odds of four aces in each game. This was supposed to be a fair handicap, but the result proved that the English champions were fully capable of standing the extra weight, they winning four out of the six games played, the match being the best four out of seven. The court was crowded, and among the invited guests were some veteran cricket players who used to bear the pride of the old Allen street racket court some thirty years ago. These veterans were Robert Emmett, Bryan Large, and Fobes Holland, who were the guests of Judge Kelly, one of the club members.

The contest began at 2 P. M., the Grays having the service, and in four innings' play they ran the game out by a score of 15 to 6, the only aces scored by their opponents being two service singles by Moore. In the next game six innings were played, the Grays again winning by a score of 15 to 4. Beakes scoring the five aces made outside of the odds given. In the third innings in this game there was a splendid exchange of no less than ten returns, the recoveries on both sides being marked by some wonderful activity. The third game lasted only five innings, and this time, though Moore's good play, Beakes's side won by 15 to 7; Moore scoring eight aces to Beakes's three. The fourth game was a very short one, the Grays ending it in the third innings by a score of 15 to 10. Walter Gray's five aces in the first inning were especially noteworthy. Indeed, the elder brother did most of the brilliant play of the match. In the fifth game the score was a tie at the end of the fifth innings, the figures being 14 to 14, and then Beakes set at 3, and by Moore's good play they won the game by 17 to 14. The sixth game ended the match, however, the Grays winning with ease by 15 to 7. This left the total score as follows:

J. and W. Gray	15	15	7	15	14	15	81
Beakes and Moore	6	9	15	10	17	7	64

Of Beakes and Moore's score 24 aces were given as the odds in the match.

Aces by service—J. Gray, 12; W. Gray, 13; Beakes, 3; Moore, 5.

Aces by returns—J. Gray, 34-47; W. Gray, 21-34; Beakes, 13-18; Moore, 17-22.

Time of match—1 hour 20 minutes.

Referee—Mr. A. S. Thorpe.

Umpires—Mr. C. Allen and H. W. Miller.

Scorers—Messrs. L. M. Rutherford and D. E. Starr.

Marker—J. Lockhart.

To-day is ladies' day, and Joseph and Walter Gray will play a match of best four in seven.

Horse Car Transfers Not Practicable.

Why should not passengers on surface railroads in this city be transferred by ticket from an up-town to a cross-town line, or from a cross-town to an up-town line, for a slight additional charge above the present fare? In Boston and Philadelphia the plan is working successfully. The officers of several lines were asked this question yesterday.

President Sharp of the Twenty-third street cross-town line said: "The system could not be adopted successfully in this city because it would not pay the companies. It works well in Philadelphia because the roads are shorter, because the regular fare is 7 cents, with 3 cents additional for transfer. It is impracticable in this city, but does for a small town like Philadelphia.

An officer connected with the Third Avenue Railroad Company said: "Who can say what would be the inducement to ride for a cheaper ride than that on our road, a ride from Harlem to the City Hall, eight miles, for 5 cents? In this city, like Philadelphia, the system would be impracticable. A conductor would have to carry a bushel basket full of tickets to suit everybody's possible demands. Besides, the big fish will not meet the little fish, and it isn't to the interest of the little fish to meet the big fish."

President Theron R. Rutter of the Sixth Avenue Railroad said: "I do not think it would be practicable. Nothing, principally because the roads which do not make much money at present prices could not afford to carry passengers for less, and the big roads will not be magnanimous enough to pay the little roads the lion's share of the fare. The big roads are after the lion's share themselves. Business is business."

Investigating an Asylum.

In the investigation at the Flatbush Asylum yesterday into the charges of cruelty to the late Police Sergeant Battersby, who was confined there before his death, Dr. Sweeney testified that he found bruises on different parts of Battersby's body.

Mrs. Battersby, the widow, testified that her husband had no bruises upon his body when he was taken to the asylum. She took him there on Thursday, two weeks ago to day, and she went to see him on the following Saturday. As she entered his room, which was cold and uncomfortable, although she had paid $20 for a month's board in advance, he raised his head as though to protect himself, and when he recognized her he begged her to take him away. She resolved to do so, but at first the asylum authorities objected, and when she insisted Dr. Shaw told her that she was cruder than her husband, and that he would put her in the asylum if she did not keep quiet.

She was requested to go down into the office for five minutes, and when she got down there the physicians refused to allow her to go back to her husband. She finally, through the aid of Dr. Griffith, got her husband away. She found that he was badly cut and bruised on his body, but she testified that he did not receive the injuries in being removed from the asylum. He died the same night that he was taken home. The investigation was adjourned.

Mr. McManus, his Tugboat and Divorce.

A raffle for the tugboat William M. Tweed was held at 201 South street last night "for the benefit of Edward F. McManus, to defend himself in a divorce suit and regain his property." The tugboat is a miniature craft. Fifteen hundred tickets were issued, and at a late hour last night not a small portion of the ticket holders had thrown. Mr. McManus said that his wife had ungratefully repudiated him and sought separation in the courts. He promised to use a fund to employ counsel. He was formerly employed in the Post Office and the Tax Commissioner's office.

Eloping Hand in Hand.

Mrs. Zachariah Hans of Midvale, N. J., eloped with Robert Marshall, one of her boarders recently, leaving behind her husband and child. Marshall has a wife and two children living in Port Jervis. Both are young. They were so poor that they could not buy a railroad ticket, and they were seen last walking along the country road leading to Macopin, hand in hand.

Acton and Whistler.

Acton declines to go to Kansas City to wrestle Whistler for $1,000 a side, but says that if Whistler is desirous of meeting him again he will wrestle him for $1,000 a side in Philadelphia, provided Whistler will bet $500 additional that he gains one fall during the contest. Whistler will have to make a big play instead of acting the drop game, as in the late match.

For Colds and Pulmonary Complaints.

Use Ottilie's "Tasteless" Cod Liver Oil, with Lime and Wild Cherry. All druggists. Depot 6 Bowery.—Adv.

"Rough on Corns."

Ask for "Rough on Corns." 15c. Quick relief; complete, permanent cure. Corns, warts, bunions.—Adv.

Take Genuine Vichy

If you suffer from gout, rheumatism, diabetes, gravel, diseases of the kidneys, liver, and stomach.—Adv.

PACIFIC COAST WEALTH.

Stanford, Hopkins, Flood, Crocker, Coleman, Jones of Nevada, Mackey, and Fair in the Role of Millionaires—How they Got Rich.

From the St. Louis Globe-Democrat.

The biggest fortunes on the Pacific coast are those of the Central Pacific Railroad magnates, and ex-Gov. Stanford is the richest of the group. His wealth is estimated at $75,000,000—that is, his yearly income is equal to the interest on such a capital—and his property is constantly increasing in value. He owns more than $5,000,000 alone in San Francisco in real estate, to say nothing of his farms, vineyards, breeding ranches, &c. The ex-Governor has a child, Leland, Jr., a lad of about fifteen.

The richest widow on the Pacific coast, or in the country for that matter, with the possible exception of Mrs. Cornelia Stewart, is Mrs. Mark Hopkins, widow of one of the Central Pacific syndicate. Her husband's estate proved up to $23,000,000, and the only two men in California who could justify on the widow's bond as executrix were Leland Stanford and Charles Crocker, two of her husband's business associates. They were compelled to justify in twice the amount of the estate, and each swore that he was worth $46,000,000. Mrs. Hopkins is an elderly woman. They had no children, but had adopted a son, whom Mrs. Hopkins has just married to a Miss Crocker, a protegé of theirs, providing her with the dot of a princess. There are other heirs to the estate, but the adopted son, "Tim," will get the bulk of it.

The richest young and unmarried woman on the Pacific coast is Miss Jennie Flood, only daughter of the Bonanza King. When her father's income from the big silver bonanza was at its highest, he bought $2,500,000 of United States four per cents and gave them to his daughter outright, having them registered in her name. He also gave his son $1,000,000 in the same securities; but the latter does not promise well, and the bonds have gone back to his father's bank vault for safe keeping.

The richest prospective heiress in California is Miss Hattie Crocker the only daughter of Charles Crocker, another of the railroad syndicate. She was sought in marriage by Lord Beauchamp, an English nobleman, but he gave him no encouragement. Mr. Crocker has two other children, sons; but his immense wealth will give all a princely fortune.

The luckiest young man in California in point of wealth is Mr. James V. Coleman of Menlo Park. A few years ago he was clerk at a mine in Nevada at $100 a month. But he didn't expect to be always, for William T. O'Brien, one of the Bonanza kings, was his uncle, and Mr. O'Brien was a bachelor. One day Mr. O'Brien got sick and sent for "Jimmie," as he was always called to be with him and care for him. In the long days of his illness the nurse and "Uncle Billy" and "Jimmie" were closeted together a great deal; and one evening "Jimmie" came out of Uncle Billy's room with a big tin box which his Uncle "Billy" had given him. It contained $500,000 in four per cent. bonds. A week later Uncle "Billy" died, and by his will all the nephews and nieces were left $300,000 each, including "Jimmie," who got that in addition to the ante-mortem gift of $500,000. But, not content with that, Uncle Billy made "Jimmie" an executor without bonds, and the estate was such amounted to $464,000. The whole value of Uncle Billy's estate was a little over $9,000,000. After the legacies were paid, the residue was turned over to Mr. O'Brien's two sisters, Mrs. Coleman ("Jimmie's" mother) and Mrs. Joseph McDonnough. The two ladies inherited $3,500,000 each. The lucky young man referred to is about thirty-three, a graduate of Georgetown College, D. C., and has just been elected to the Assembly of California. "Jimmie" has gone into training for Congress, and will get there in 1884.

The unluckiest man on the Pacific slope, in point of wealth, is Senator Jones of Nevada. There has perhaps never been so vast a fortune so quickly scattered as that of Jones's. In spite of popular belief, Senator Jones to-day is poor, comparatively speaking. When he was elected Senator in 1873 he was worth at least $10,000,000. To-day he is not worth $50,000 above his debts, and his Congressional salary is no longer despised as a source of income. It would be hard to tell where Jones's fortune has gone, or more correctly speaking, hard to tell where it has not gone. No man ever sunk so much money in mechanical schemes, invested so much in bogus friendships, or became so easy a prey to financial sharks, as Jones. He sunk $2,000,000 hard money in mines at Panamint, Cal., which never yielded a dollar. He sunk another million in the Sumner mine, in Southern Nevada, and built a railroad in southern California twelve miles long, and it cost enough to have had every tie of mahogany and every rail of silver. The Central Pacific afterward bought it for about $1,000 a mile. He bought every ranch over offered him in Southern Nevada, and Jones's ranch, which has never been located to this day. Jones's agents could never find it. He started an ice factory in New Orleans. He never saw the factory, and never but once or twice the man who got him into it. He opened the St. James Hotel in New Orleans, and never paid. The last cruel wipe that Fate had in store for Jones was the "Sierra Nevada deal," as Californians all call it, of four years ago. On a mere prospect the stock was jumped from $8 a share to $275. Jones got in at about $200, on the drop. The stock is selling now for less than $2.

The fortunes of the bonanza men of Nevada, Mackey, Flood, and Fair, were not only greatly exaggerated in the first place, but within five years they have sadly dwindled. Their great source of wealth was in working the ores of the Comstock lode, in hauling the bullion, and managing the mines, and that has wholly stopped. Their mining stocks have sunk in value to almost zero, and it is hard to tell now wherein their great fortunes consist. Of course all are rich men, but nothing like as rich as they were five years ago. It is doubtful if any of them, with the possible exception of Mackey, who always had twice as much as the others, would now cut up $5,000,000. Mr. Flood owns but little real estate—Mr. Mackey none at all. Senator Fair owns about $2,000,000 worth. Their mining operations have for two years been a burden. Their bank does not pay, and never has paid, for it never became popular with the business community. The only property any of them has that yields an income, except Fair's business blocks, is their Government bonds. Mr. Fair is the richest of the Fair got caught to the tune of a million by Robert Sherwood, another mining capitalist, who used to sell watches and finger rings. At the time of the Sierra Nevada deal Sherwood owned 5,000 shares of Union Consolidated, then rated in the market at $200 a share. Fair was blustering around one day in Nevada City, Sherwood said that was going to be shown up in the mine, and how much higher the stock was going. Sherwood, who was a very quiet and cautious man, hoped it was all true, but had his doubts. "I suppose you'd like to peddle out your stock, Sherwood?" said Fair, blustering. "No, I don't care to peddle it, but I'll sell it," was the reply. "What'll you take?" Market price was the answer. There was a small crowd around, and all were eyeing Fair to see how he would stand the bluff. He saw he was in for it, and there was nothing to do but go ahead. "I'll give you $175." "No, nothing but market price. I can peddle it out at that," said Mr. Sherwood, with a laugh. "What is it now?" and both walked to the ticker. "Union $201, $202," said some one. "I'll give you $200," said Fair. "I'll take it," said Sherwood. "Give me your check." Came into the bank, and in ten minutes the burly Senator had Mr. Sherwood's 5,000 shares of stock, and $1,000,000 had passed to Mr. Sherwood's bank account. There was considerable excitement on the street over the sale, but it did not brace up the market. The stock steadily dropped, and to-day it is not worth $5 a share."

A Budding Michigan Genius.

From the Armada Telegraph.

At the Armada fair this fall Maggie Leighton, a little girl of fifteen years, exhibited a vise made by herself. The work was all done with an old sense knife. Since the fair she has not been idle, and, judging from the work now on exhibition, the old "sense knife" has been a frequent and faithful companion. The work consists of three pieces, the largest of which is a bust of a lady with her head resting upon her hand. It is about eight inches in height, and is very finely formed and finished. The second piece represents a large Newfoundland dog and a little boy both asleep, the boy's head resting upon the dog. On this piece the little sculptor has displayed a great amount of skill. The third piece is a bust of John Paton Sr., a gentleman well known to many of our readers, and grandfather of this young lady. The resemblance is so striking that it is probable this gentleman that few of his acquaintances fail to recognize him.

Dangers of Courtship in Nebraska.

From the Schuyler Sun.

A wildcat weighing 33 pounds was exhibited in town on Saturday. It was killed by a young lawyer in