POSTAL TELEGRAPH.

The following is a copy of E. B. Washburne's bill for the construction of a government telegraph, under the direction of the Post Office Department, between New York and Washington. It is now pending in the House Committee on Post Offices and Post Roads, and will be taken up and considered immediately after the recess:—

A bill for the construction of a government telegraph, under the direction of the Post Office Department, between New York and Washington.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster General shall within thirty days after the passage of this act advertise in two newspapers in each of the cities of Washington, Baltimore, Philadelphia and New York for proposals for constructing and for furnishing materials for constructing a line of telegrgph with four wires, extending from the Post Office Department in the city of Washington, in the District of Columbia, to the Post Office in the city of New York by way of Philadelphia and Baltimore, with such intermediate stations as he may designate, and in the manner hereinafter prescribed; and such advertisement shall be published in each of said papers once a week, for the period of four weeks.

SEC. 2. And be it further enacted, That the proposals may be separately for the telegraph wire, for the poles, for the insulators, for the batteries, for the telegraphing instruments and for the construction of the line, the materials being furnished, or for any two or more of said descriptions of materials, or for the line completely constructed ready for use, the materials to be of the most approved quality and class. Said proposals shall be transmitted sealed to the Postmaster General, and shall then be received and opened at the department in the same manner as proposals for carrying the mail are now received and opened, and the same evidence of ability to perform the contract shall be submitted to the Postmaster General as now required in the case of proposals for carrying the mail.

SEC. 3. And be it further enacted, That the Postmaster General shall, at the time of opening said proposals, also receive and examine any proposal from the proprietors of any existing line of telegraph for the sale to the United States of their entire line of telegraph between any two of said cities, or for the entire line herein provided for, with all the property, franchises, rights and privileges connected therewith.

SEC. 4. And be it further enacted, That upon opening the proposals first herein provided for the Postmaster General shall select the lowest responsible bids which in the aggregate shall show the lowest cost of construction and equipment of the entire line, and shall compare therewith the cost of purchase of an existing line as proposed (if any proposal thereof shall have been made), and, unless the cost of the latter shall be at least twenty-five per centum below such lowest aggregate, the proposal for the sale of such existing line shall be rejected; if otherwise, it shall be accepted. If this proposal shall be rejected, then the Postmaster General shall accept the proposals constituting the lowest aggregate, as hereinbefore mentioned.

SEC. 5. And be it further enacted, That the contracts contemplated herein for the construction of a line of telegraph shall provide that all the materials named in the contracts, and that all the work to be done by virtue thereof, shall be of the best class and quality; and no part thereof shall be accepted until the same shall have been examined and its acceptance recommended by some proper officer of the army detailed therefor by the Secretary of War, upon the request of the Postmaster General; and no money shall be paid on account thereof until the same shall have been thus accepted, and the contracts shall be so framed, under the direction of the Postmaster General, for the several sections of the line or for the entire line, as the case may be, that the entire work shall be completed within six months from the time he shall notify the contractor to commence the work upon any section of said line.

SEC. 6. And be it further enacted, That the Postmaster General shall establish a telegraphic station at as many Post Offices along said line as, in his judgment, the public interest, with due regard to economy of administration, shall require, and shall employ in the business thereof, as far as practicable, the employés of the Post Office, and may employ special telegraphic clerks when necessary, at their customary salaries. And he shall employ, before the opening of said proposals, a general superintendent, who shall be a practical telegrapher, and who shall receive a salary not exceeding $3,500 per annum.

SEC. 7. And be it further enacted, That no message shall be sent over said line unless it shall be stamped with a three cent postage stamp, and there shall be a uniform rate for the transmission of messages, without regard to distance, of one cent for each word, exclusive of address and signature, but no message shall be sent for a less sum than ten cents; and there shall be charged two cents for the delivery of each and every message: provided that the government shall be entitled to send and receive all its messages over said line free of charge, and shall have priority in sending all messages: and provided that when less rates than herein provided shall be charged by any other telegraph line between the same points, the Postmaster General may reduce these rates to conform thereto: and provided further, that he may direct that news telegrams for publication by newspapers shall be transmitted at a reduction not exceeding fifty per cent on these rates.

SEC. 8. And be it further enacted, That if any officer, agent, operator, clerk or employé of said telegraph, or any other person, shall wilfully divulge to any other person than the party from whom the same was received or to whom the same is addressed, or to his agent or attorney, any message received or sent or intended to be sent over such telegraph line, or the contents, substance, purport or meaning of such message, or any part thereof, or shall wilfully falsify or alter any such message by adding thereto or omitting therefrom any word or words, figure or figures, so as to materially change the sense, purport or meaning of such message, to the injury of the person sending or desiring to send the same or to whom the same was directed, the person so offending shall be deemed guilty of a misdemeanor, and shall be punished by a fine not to exceed $1,000, or imprisonment not to exceed one year, or by both such fine and imprisonment, in the discretion of the Court; provided that when numerals or words of number occur in any message the operator or clerk, sending or receiving, may express the same in words or figures, or in both words and figures, and such fact shall not be deemed an alteration of the message nor in any manner affect its genuineness, force or validity.

SEC. 9. And be it further enacted, That the sum of $75,000 is hereby appropriated out of any money in the Treasury not otherwise appropriated for the purpose of carrying out the provisions of this act.

THE OPPOSITION TELEGRAPH COMPANIES.

American Enterprises—New York the News Centre of the Globe.

What the nerves are to the human frame the wires of the electric telegraph are to the world. As yet only the more civilized portions of the globe are provided with these wires; but there can be no doubt that the time will come when they will stretch to the uttermost ends of the earth, as do the nerves to the extremities of the human body. In the United States the facilities for telegraphic communication are being so rapidly increased that, vast as our possessions are, the whole will soon be covered with a perfect network of wire. The telegraph was first brought into practical use in 1844, the line between Washington and Baltimore being the first ever laid. In 1848 the total number of miles of line constructed and working in this country was estimated to be about 12,000. In 1858 the United States boasted of 40,000, and it is now estimated that by the close of the present year the total mileage of wire will amount to the respectable sum of 120,000. The increase in the number of wires radiating from New York has been proportionately large. Two wires eastward and three southward sufficed for the transmission of messages to and from this city in 1848. In 1858 there were in use eight wires east and ten south, and at the present time from forty to fifty wires are kept constantly busy on each of the above routes. The success of the Cuba cable—the first exclusively American undertaking in that line—has given a fresh impetus to the projects for the extension of telegraphic communication, and there can be no doubt but that within a few years New York will be the news centre not alone of this Continent, but of the electrically united world.

THE FRANKLIN COMPANY.

The Franklin Telegraph Company organized under a charter from the State of Massachusetts, with a capital of $1,000,000. Its officers are:—J. B. Stearns, President; E. B. Welsh, Secretary and Treasurer, and J. G. Smith General Superintendent. The principal office of the company is at No. 11 Broad street, where about sixty operators are employed, sending, on an average, about 2,500 messages and from 10,000 to 20,000 words of press matter over the wires per day. The lines from this point communicate with at least 1,000 different towns and cities, and are rapidly being extended east, west, north and south, so that within a very short period they will embrace the whole of the United States and the principal cities of Canada. The office of the Franklin Company is also the principal office of the opposition lines leading out of this city, as well as of the local lines. The Franklin lines radiate in three directions from this point, viz: east, south and northwest—the total mileage being over 3,000. At Boston they connect with the International Company, with lines through Salem, Portsmouth, Portland, Augusta, Bath, Rockland, Belfast, &c., to Bangor, *en route* to the British provinces, and also with the Northern telegraph wires running through Concord, Lowell, Manchester and the principal towns of New Hampshire. At Baltimore the Franklin connects with the Pacific and Atlantic lines, running through Pittsburg, the oil regions, Wheeling, Dayton, Cincinnati, Louisville, Nashville, Memphis and the principal points along the Mississippi. Thus it will be seen the Franklin line forms the grand base or trunk route of the opposition lines, which embrace all the principal cities and towns from Bangor, Me., to Washington, D. C., and west to the Mississippi river. A company is also organized to connect with the Franklin at Washington, whose lines will extend through Richmond, Petersburg, Charleston, Savannah, Mobile and New Orleans, thus completing the coast route. The Franklin Company has the credit of inaugurating a reduction of the high tariff which existed in 1866 and of being instrumental in reducing the rates to all points reached by the opposition lines to the present scale. From the president down the officers of the Franklin are practically educated telegraphers, nearly all of them having been connected with the business in its infancy. The experience thus acquired enables them to appreciate the peculiar features of the business and to adapt it to public requirements. The Franklin Company pays particular attention to the securing and returning of replies to telegrams forwarded by them, and the result is that the sender has the satisfaction of being assured of the delivery of his message and also of being informed when to expect a reply.

In order to increase their business facilities and at the same time aid in the good work of bringing the art of telegraphy to perfection, the Franklin Company instituted experiments which resulted in the invention of an instrument by which messages can be transmitted in opposite directions at the same moment over a single wire. Mr. Stearns, the president of the company, has the honor of being the inventor of this new instrument, which is now in successful operation in the Franklin office.

THE ATLANTIC AND PACIFIC.

On the 20th of October, 1867, the Atlantic and Pacific Telegraph Company opened their line of two wires to Buffalo, N. Y., and on the 8th of January, 1868, opened a line direct to Cleveland. Everything worked well and business increased so rapidly that it was found necessary to lay a third wire from New York to Albany for the purpose of relieving the through wires and so insuring the prompt transmission of messages between Albany and this city. Since the completion of this third wire, which commenced working as recently as the 20th of June last, it has been found that additional wires are necessary to accommodate the rapidly increasing business, and consequently the stockholders of the company have just been called upon to increase their subscription thirty-three and a half per cent, in order that the necessary wires may be put up immediately. On the 10th of July the Atlantic and Pacific opened telegraphic communications with Toledo, Ohio, and all intermediate stations between that point and Cleveland, and since that time they have been rapidly pushing on towards Chicago, in the hopes of reaching that city by the 10th of September at the latest. At Chicago the Atlantic and Pacific will connect with the Mississippi Valley National Telegraph Company, and thus be brought into communication with St. Paul, Minn., St. Louis, St. Joseph, Mo., and all the principal points along the Mississippi. As soon as the two wires now *en route* reach Chicago the workmen will retrace their steps, laying a return line, as it were, to New York, and by the time that is completed the Atlantic and Pacific will have opened direct communication with Milwaukee. It is the intention of the company to run their additional lines from Buffalo to this city along the course traversed by the Erie Railway, in order to communicate with all the principal stations. The old wires are stretched along a comparatively out-of-the-way track. In a few weeks the Atlantic and Pacific Company will have a wire at Cincinnati and their line to Saratoga is rapidly approaching completion. With a capital of $5,000,000, a large and rapidly increasing business and "opposition to monopoly and high prices" for a motto, the Atlantic and Pacific Telegraph Company is in a position to afford every accommodation to its patrons. Already the company have telegraphic communication with the leading points of thirteen States, and under the present energetic management vast extensions will doubtless be effected. The following are the officers of the Atlantic and Pacific Company:—President, Arthur F. Willmarth; Vice President, William H. Guion; Treasurer, Richard J. Thorne, and Secretary, C. A. Harper.

THE INTERNATIONAL OCEAN.

The International Ocean Telegraph Company is chartered under the laws of the State of New York for the purpose of establishing telegraphic communication between the United States, Cuba, the British West India Islands, the State of Panama and the Spanish main. Their land lines extend from Lake City, Florida, to Punta Rassa, on the Gulf coast, branching to Fernandina and St. Augustine, making in all about 500 miles of wire. The cable is laid from Punta Rassa to Key West and thence to Cuba, the total distance being 270 miles. In April, 1866, the company despatched a steamer from New York laden with the material for their land line, and although great difficulties had to be encountered the line was completed in thirty-seven days from the time the first pole was planted. The submarine cable arrived from England in September, 1866. By the 1st of October of the same year the entire line was in working order, and no better evidence of the complete success of the undertaking can be given than by stating that the company now work a circuit of over 800 miles with one pulsation. The Cuba end of the cable is now connected with the palace of the Captain General at Havana by seven miles of underground wire. From the Legislature of Florida the International Ocean has the sole and exclusive right for twenty years to connect by means of submarine cables the shores and dependencies of the State of Florida with Cuba and other West India islands, as well as the privilege of constructing land lines throughout any part of the State. Congress has granted similar rights and privileges for fourteen years. From the Spanish government the company has received all necessary rights and privileges for forty years. Having, among other concessions, the right to carry their line from Cuba to Jamaica and thence to Aspinwall, the International Ocean will within a few years place us in daily communication with the cities of Central and South America. The capital of this company is advertised at $1,500,000. The principal officers are:—General Wm. F. Smith, President; Alexander Hamilton, Jr., Vice President, and H. K. Bull, Treasurer.

THE BANKERS AND BROKERS'.

The Bankers and Brokers' Telegraph Company, which advertises a capital of $1,500,000, commenced operations on the 1st of September, 1865. Their lines extend to Boston, Philadelphia, Baltimore, Washington and Georgetown. This company has a fair share of commercial business between the above points and this city. The principal office is at No. 16 Broad street.

PACIFIC AND ATLANTIC TELEGRAPH.

This company was chartered August 1, 1866, by the State of Pennsylvania, with a capital of $3,000,000. At that time it purchased the Monongahela Valley Telegraph Company, chartered eighteen months previous, and located its headquarters at Pittsburg, with a view of making the organization a purely Western one. The chief officers and the majority of the directors reside at Pittsburg, and from that point the lines of the corporation radiate north, east, west and south. Westwardly the lines at present are working from Pittsburg through Wheeling, Zanesville, Columbus and Dayton to Cincinnati, touching all intermediate towns on that route. Southwardly from Pittsburg the lines are working via Brownsville to Fairmount, on the Baltimore and Ohio Railroad, and Waynesburg, in which directions the lines are temporarily halted, until arrangments are completed for extending the lines through Western Virginia, North Carolina and Georgia to Savannah. From Cincinnati the lines extend southwardly, via Louisville and Nashville, to Memphis, Tenn., to which latter point they will be working in September. This later Southern route was originally projected as the Southern Telegraph Company but after the extension of the line from Cincinnati to Louisville the Pacific and Atlantic Telegraph Company of the United States, some four months since, at the solicitation of the entire body of stockholders of the Southern Telegraph Company, purchased all the stock of the corporation after the line had been working about a year. Since the purchase the Pacific and Atlantic Company has pushed the line to Nashville and Memphis, as indicated above. Eastwardly the line extends from Pittsburg to Baltimore, via the National road to Cumberland, thence via Emmettsburg and intermediate lines to Baltimore, Md., where it connects with the Franklin to Boston. In this extension the Pacific and Atlantic made the acquisition of another already constructed line, having purchased, at the solicitation of its owners, the Western Maryland Telegraph Company, from Union Bridge on the Western Maryland Railroad to Baltimore. From Cumberland the Company have a second line running northwardly, via Gettysburg, to Harrisburg, Pa. Eastwardly from Pittsburg the Company have a second route running along the route of the Pennsylvania Railroad to Philadelphia, with offices at all the towns and cities on the route. This line of wires was originally constructed by the Keystone Telegraph Company, a corporation chartered by the State of Pennsylvania; but by the purchase by the Pacific and Atlantic of all the stock of the Keystone, at the instance of the stockholders, it became the property of the Pacific and Atlantic. Again northwardly from Pittsburg the lines of the Pacific and Atlantic Telegraph Company extend through the towns of the oil region to Petroleum Centre, to which point they are being worked, while the line is being pushed toward Buffalo from that direction. This radiation of the wires of the Pacific and Atlantic Telegraph Company of the United States was originally constructed as far as Oil City by the Merchants' Telegraph Company, but, on the proffer of the entire body of its stockholders, was taken at a long lease by the Pacific and Atlantic Company and is being by it extended as its own, as already stated. At present the lines of the Pacific and Atlantic Telegraph Company of the United States extend from Baltimore and Philadelphia west to Cincinnati and south to Memphis. At Philadelphia and Baltimore the lines connect with the Franklin lines to Boston and the International to Bangor, under a *pro rata* schedule for reciprocal use of wires. The lines of this corporation are being at present extended in four diverse directions, viz.:—From Cincinnati to Chicago, in which direction they have already 120 miles of wire strung from Chicago to Logansport, Ind.; from Tennessee State line to Memphis, Tenn.; from Dayton to Fort Wayne and Lima, to intersect a line of poles already placed, in part construction of a second route from Chicago to the East by way of the lake cities and the interior towns of New York State; from Petroleum Centre by way of Fideoute and other oil region towns toward Buffalo. The poles are also being procured for the purpose of making an early extension of the line to New Orleans, to which city, it is expected, the line will be completed early in February. The line will also be pushed to St. Louis from Cincinnati during the fall months, and arrangements are now being made which, it is expected, will extend the line from St. Louis to Jefferson City, Omaha, and Leavenworth in the same period. The Pacific and Atlantic Telegraph Company of the United States aims at being the second great telegraph line in this country, and with that view its officers took such measures early in its progress as to effectively bar any efforts for its absorption without a written consent of the stockholders. While its permissible capital is $3,000,000, yet no more of its stock is sold than is necessary, from time to time, for the extension of its wires, the object being to complete the lines to all the desirable points in the United States with the least possible expenditure of capital. So far the line has been built at such a moderate cost that it seems probable that all necessary and paying points from Omaha to New York and New Orleans and Mobile to Washington, Baltimore and Philadelphia will be reached with an expenditure of not more than one-half of the authorized capital. The result so far of this economy in building is that the lines indicated have been for three years of their three and a half years existence dividend paying lines, having made twelve consecutive quarterly dividends at the rate of ten per cent per annum, besides placing a portion of their earnings to the credit of a surplus or contingent fund. These earnings were made under heavy reductions of rates, ranging from forty to sixty per cent under the rates charged previous to the opening of the Pacific and Atlantic. We mention this only as conclusive that where telegraph lines are constructed, as this has been, without rings and solely with an eye to the economical disbursement of the stockholders' money, low rates of charges for telegraphic service will afford ample renumeration to stockholders, and while they are properly recompensed for their public spirit and investment the public are greatly benefited. George H. Thurston, President of the Pittsburg Board of Trade, and one of the vice presidents of the National Board of Trade, is the President of the Pacific and Atlantic Telegraph Company of the United States, and a body of six directors are associated with him in the management of this so far successful corporation.

THE EAST INDIA TELEGRAPH COMPANY.

The East India Telegraph Company is incorporated under a special charter, granted by the Legislature of this State to construct and operate telegraphic lines in the Chinese empire. The following are the principal officers:—Andrew G. Curtin, President; Nicholas Mickles, Vice President; George Conant, Secretary, and George Ellis, Treasurer. The organization of the East India Company is such as to at once command public confidence. The principal stockholders are Eastern merchants of the highest standing, many of whom have resided in China and are possessed of an intimate knowledge of the commerce and resources of that vast empire. Among the directors are Paul S. Forbes, of the firm of Russell & Co., one of the oldest and most extensive houses in the China trade, and Isaac Livermore, father-in-law to Mr. Anson Burlingame. Through Mr. Burlingame's influence the Chinese government conceded to the East India Company the privilege of connecting the great seaports from Canton to Tien-tsin, the port of Pekin, by submarine cables. From the following particulars it will be seen that the route of the East India Company passes through and connects with larger and more populous commercial ports than any other line in the world. Canton, the starting point, has a population of 1,000,000. Macao, the second station, has a population of 60,000; thence the line goes through Hong Kong, with its 250,000 inhabitants, Swatow, with 200,000; Amoy, 250,000, and so on to Foo-Chow, which city has a population of over 1,250,000. Next on the line are the cities of Wan-Chu and Ningpo, numbering between them some 800,000 inhabitants; then comes Haugtcheau, with no less than 1,200,000, and eighty miles further on is Shanghae, with a population of over 1,000,000. Having connected the seaboard cities the company will carry its line to Nankin, which has 400,000 inhabitants; and thence to Pekin, with its population of 2,000,000. There can be no doubt but that this line will prove more rumnerative than any American or European line of double or treble the length, added to which it will form the connecting link between that now being constructed for the purpose of uniting the San Francisco telegraph with Pekin via Behring Strait and will thus place us in direct communication with Asia. As early as 1860 a gentleman who is now one of the prominent officers of the East India Company was residing in China, and, noticing the efforts making by the English and Russian governments to open telegraphic communications with that country, he conceived the brilliant idea of securing the exclusive right to construct lines within the empire, so that whichever party won the telegraphic race to China—the English via Calcutta, the Russians via Tartary or the projectors of the line from San Francisco by way of Behring Strait—neither could reach the great commerce at which they were aiming, except over the internal line. The application for permission to construct a line within the empire, which was forwarded through Mr. Burlingame, was eventally granted, much to the chagrin of a large number of European capitalists, who, as soon as they heard of the scheme had done their utmost to secure so valuable a concession for themselves. Thus originated the East India Telegraph Company, which was chartered in 1864. The company has been organized with a capital of $1,000,000, and it is believed that amount will be sufficient for the completion and equipment of the line between Canton and Pekin. The charter allows of the capital being increased to $2,000,000 if necessary. Two hundred thousand dollars of the stock has been set apart to be disposed of in the United States, $100,000 in Europe and $100,000 in China. The foreign commerce of the ports to be connected by the East India Company's line is estimated at $900,000,000 per annum, and when the fact that from these ports the immense internal commerce of the whole empire is distributed through its vast system of canals and numerous rivers is considered some idea may be formed of the profits likely to result from this magnificent piece of American enterprise.

THE NATIONAL.

The National Telegraph Company is organized with a view to cheapen telegraphic correspondence throughout the United States, and intends locating its offices at all points where there is a probability of a fair profit being realized. The capital is advertised at $10,000,000, divided into shares of $100 each. It is proposed to raise a cash capital of $3,500,000 by a call of $35 per share for the purpose of constructing competing lines to all paying points now reached by the "old monopoly." Efforts are being made to induce all classes of business men to become stockholders, and it is reported that the stock is being rapidly distributed throughout the different States and Territories. The lines are to be constructed of the best materials, with all the latest improvements, within twelve months after the entire capital shall have been subscribed. The company pledges itself to construct and control at least 16,000 miles of route and 25,000 miles of wire for $3,500,000. The National has a contract with the *Société du Cable Transatlantique Français*, which has been organized under the laws of France to construct a cable from Brest to New York. The officers of the National hope to have their land lines and connections completed and in operation by the time the French cable is laid. The French cable will connect with the principal European lines, and through the National with the principal points on this Continent. The principal officers of the National Telegraph Company are:—President, George B. Senter; Vice President, Robert Squires; Treasurer, Frederick Prentice; Secretary, George B. Walter, and General Superintendent, Eli N. Keyes.

HEAVY SUIT FOR DAMAGES AGAINST A RAILROAD COMPANY.

[From the New Orleans Republican, Dec. 16.]

In the Sixth District Court the heirs of George F. Knight, through their tutor, sue the Pontchartrain Railroad Company for $60,000 damages, incurred by the death of both their parents, which ensued through the faulty and dangerous construction of the platform at the depot of the company, corner of Girod street and the levee, the catastrophe having occurred on Sunday afternoon, the 25th of July, 1868. The petition alleges that the difficulty experienced in stepping from the platform to the car steps had caused the wife, Mrs. Knight, to be precipitated from the steps, and that in consequence she fell between the platform and the train of cars on the track; that at the moment, Mrs. Knight being in this perilous position, the conductor and engineer put the cars in motion, by means of which she became entangled and caught between the moving cars and platform and was horribly crushed to death.

That said George F. Knight labored with all his might to extricate his wife and save her life, but without avail, and she was killed before his eyes. That he himself became entangled, caught between the cars and the platform, his leg torn in a shocking manner and other injuries inflicted, and it was with great difficulty he was rescued from immediate death.

That in consequence of the injuries then and there received, the pain and suffering he endured, and the shock to his mind caused by the horrible death of his wife, he lingered only for a fortnight and died August 7, 1868.

That the injuries to their parents, of which both died, was caused by want of skill, gross carelessness and negligence on the part of said railroad company in the construction of their platform; that the platform is unsafe, inconvenient, difficult and dangerous for passengers.

The heirs therefore claim damages in $50,000, which accrued to their father during his life time, from the tearing and mangling of his body and limbs, the loss of his health, neglect of his business, expenses for physicians, medicines, nurses, &c. That these causes of action survive in the persons of his minor children, who have themselves suffered great loss and damage in consequence of the terrible catastrophe, in the loss of the fostering care and protection of their parents and in being deprived of the benefit of their labor and industry, support and education early in life, they being all very young, and one yet an infant; in being left orphans while yet on the threshold of existence, and at a period of life when most needing the kind offices and the directing hand of parental care, and in other loss and damage to a large amount; therefore pray for judgment according $50,000 damages and $10,000 vindictive damages for the gross neglect of the company.

WHO IS MENARD?

[From the Washington Evening Union, Dec. 13.]

Menard is the colored member of Congress from Louisiana. He is a dingy mulatto, thirty years of age, and of medium stature. He speaks fluently, but incoherently, and professes to be a politician of no mean pretensions. He says he is the grandson of General Menard, who emigrated from the province of Louisiana to Illinois before that State became a member of the Union. Menard labored on a farm in Southern Illinois until he was nineteen, when he removed to the northern part of the State. There he worked during the summer months and attended school during winter. In 1859 he entered Liberia College, Ohio, where he remained until 1861, when he visited Canada, returning to the United States in 1863. He entered the army as hospital steward in this city, but remained only a few months, when he was assigned a desk in the Immigration Bureau of the Interior Department. The prejudice exhibited towards him in his official position soon induced him to resign, and, disgusted with the government, he sailed for British Honduras. Here he was employed by the British Honduras Company to make an exploration of the country, which he did to the satisfaction of the government. He next visited Jamaica and Hayti, returning to New York in 1865. Here he remained but a short time, and again shipped for New Orleans, where he arrived in September, and, as he says, commenced at once to organize the republican party of the South.

THE GOLD COIN AND LEGAL TENDER QUESTION.

Important Opinion of the Court of Appeals of Maryland—The Liability of a Bank to Pay in Coin in Cases Where Coin is Specially Deposited Affirmed—Review of the Decision.

[From the Baltimore Sun, Dec. 19.]

We give an official copy of the opinion of the Court of Appeals in the case of A. S. Abell & Co. vs. Chesapeake Bank (John S. Gittings, President), involving the liability of special contracts for coin. The case is remanded back for trial to the lower court here on the merits of the facts showing a contract, by reason of the special deposit of $3,000 in gold, made by the plaintiffs in the bank in December, 1861, and entered in the plaintiffs' bank book by the receiving teller of the institution as "cash (coin) $3,000." Though the trial has to be gone over again, it is with the fact in view that the Court of Appeals has decided in its decision that "when a party agrees to pay in coin, the constitutional standard of value, and the unquestioned legal currency of the country, there is no justice or propriety in allowing him to discharge his obligation by paying in a currency of less intrinsic value." It is proper to say that the litigation has settled two points which were at issue between the plaintiffs and the defendant in that case. A jury has found that the plaintiffs were correct in their statement that the defendant received from them a deposit to the amount of $3,000 in gold coin upon the express agreement that it would return this sum on demand in coin; and the highest court in this State has now decided that the Chesapeake Bank committed a breach of this contract, when it refused to repay this sum in coin on the demand of the plaintiffs, and that the tender of $3,000 in legal tender notes was not a compliance with the legal engagement of the Chesapeake Bank. These were the points at issue between the Chesapeake Bank and the proprietors of this journal, and we are content with the vindication of our course, which the judgment of the Court of Appeals conclusively affords.

The whole subject is now before the Supreme Court. It is believed that the Supreme Court will also recognize the right to contract in either currency—either in gold or paper—even if it sustains the legal tender acts; but it is also believed that the Supreme Court will hold that gold, pending the suspension of specie payments, is in effect a commodity as well as a currency; and that damages are properly estimated in the paper money of the country, which is exclusively a currency, and not in gold, and are, of necessity, to be understood as so calculated. Although men may differ with the Supreme Court in relation to the constitutionality of the legal tender acts, we cannot conceive that there will be any difference in opinion as to the currency in which damages ought to be entered where gold itself is the subject of the contract. The price of gold, in currency, expresses both the value of gold and of paper on any named day, and a verdict in currency can alone express the true amount of damage occurring on any named day, from a breach of contract in gold.

THE OPINION OF THE COURT OF APPEALS.

The Chesapeake Bank vs. A. S. Abell & Co., on appeal of the bank, as original defendant, from the Superior Court of Baltimore. In this case, at Annapolis, Judge Alvey delivered the opinion of the Court of Appeals on the 9th instant as follows:—

The amended declaration in this case, containing the common counts on assumpsit, and also a special count, for that on the 30th of December, 1861, in consideration that the plaintiffs, at the request of the defendant, would deliver to the latter for deposit certain coin to the value of $3,000, in the gold and silver coin of the United States, the defendant undertook and promised to return and pay to the plaintiffs, on demand, a like sum in gold and silver coin of the United States, when the plaintiffs should, by check drawn upon the defendant, ask and demand return and payment of the same; and that the plaintiffs, confiding in such undertaking and promise, did then deliver to the defendant the coin aforesaid on the terms aforesaid; and did on the 28th of May, 1864, by their check, demand of the defendent return and payment to them of the said sum of $3,000 in gold and silver coin of the United States, but the defendant refused, &c. To this declaration the defendant pleaded, first, that it never was indebted as alleged in the common counts; and secondly, that it did not promise as alleged in the special count. To these pleas issue was joined.

At the trial five bills of exceptions were taken by the defendant, four to the admissibility of evidence and the fifth to the refusal to grant prayers offered by the defendant, and to the instruction given the jury by the court. We shall consider and dispose of these several exceptions in the order in which they appear to have been taken at the trial.

First, as to the ruling of the court, to which the first exception was taken, we discover no error of which the defendant could complain. The single entry in the bank book kept by the plaintiffs with the defendant of the deposit made on the 30th of December, 1861, was offered in evidence by the plaintiffs for the purpose of verifying the testimony of witness Habliston, and of showing the nature of the particular entry made by the defendant at the time, as indicative of the character of the deposit in question. It was not offered to show the general state of the account contained in the book, but simply to show the character of one entry therein, as that might reflect upon the nature of the contract under which the deposit was made. The plaintiffs, therefore, were not bound to put in evidence all the other entries in the book, and when the book was placed in the power of the defendant, to be used by it as evidence for any legitimate purpose that might be thought proper, we think nothing more could reasonably be required.

Second—The second exception presents a question as to the admissibility of proof of usage in reference to the import and effect of the entry of the 30th of December, 1861, and the proper construction of all the facts and circumstances attending it. After giving evidence of the circumstances of the deposit with the defendant, the entry thereof in the plaintiffs' bank book, the demand of the coin by check, and the price of gold at the time of the deposit, and also at the time of the demand, and the bank book, with certain balances struck therein, having been also given in evidence by the defendant, the plaintiffs then by several witnesses, most of them bank officers, offered to prove, first, that according to the general and well known usage of the banks of the city of Baltimore, existing before and at the time of the deposit in question and ever since, the entry offered in evidence in this case imports an agreement on the part of the defendant to return the deposit in kind, and that such evidence was offered for the purpose of explaining a latent or patent ambiguity in the entry itself; and secondly, that according to said usage the striking of balances subsequently to such entry does not work any change in the character of the particular deposit where the balances are always more than the amount of the deposit. To the offer thus made the defendant objected, and, the Court overruling the objection, the defendant excepted.

Upon this exception two questions arise: first, whether the special contract, such as was sought to be established by proof of the usage stated in the offer, is specially enforcible irrespective of what is known as the legal tender acts, passed by the Congress of the United States; and secondly, whether such usage was admissible for the purpose of making out and establishing the special contract alleged in the declaration.

1. If the special contract for the payment in specie could not be enforced otherwise than as for an ordinary debt, without regard to its special terms, of course the usage proposed to be proved would be without effect or operation, and therefore irrelevant or inadmissible. But we are of opinion that if the contract be established as alleged in this case the plaintiffs would be entitled to receive in specie the amount of the coin, with interest thereon, payable in like currency, from the time of the demand. There is no reason why such contract should not be specifically enforced. When a party agrees to pay in coin, the constitutional standard of value and the unquestioned legal currency of the country, there is no justice or propriety in allowing him to discharge his obligation by paying in a currency of less intrinsic value. Whether the Congress of the United States has legalized a substituted currency, or whether it be competent for it to make legal tender of any other currency than gold or silver, are questions that do not affect and are apart from the obligation of the contract, and although Congress has declared the Treasury notes issued by virtue of the act of February 25, 1862, and of subsequent acts, to be lawful money and a legal tender in payment of all private debts within the United States, it is not to be supposed it was intended to impair and virtually nullify all previous special contracts stipulating for payment in coin or bullion, or that such contracts should not be thereafter made and enforced according to their special terms and stipulated value. Nor are we warranted in supposing that it was the intention of the Congress of the United States, by the passage of these legal tender acts, to abolish from circulation and altogether supersede the gold and silver coin of the country as a legal currency. Nothing appears in the provisions of those acts to require such construction, and it certainly would be justified by no mere implication. On the contrary, by the act of February, 1862, certain dues demanded by the government of the United States are required to be paid in coin, and certain of the obligations of the government are to be paid in the same currency, as distinguished from Treasury notes; and by the act of the 3d of March, 1863, it was provided that on all contracts for the purchase or loan of coin, or upon security of any certificate, or other evidence of deposit, payable in gold or silver coin, there should be a government stamp fixed, otherwise the same to be void. Thus it appears not only that coin was never designed to be withdrawn from circulation and to cease to be a currency, but that the validity of special contracts payable in coin, as distinguishable from paper currency, is expressly recognized, and accordingly the Supreme Court of the United States, in the recent case of Thompson vs. Riggs, 5 Wall, 663, in considering a question very similar to the one under consideration in this case, said:—"Contracts between a banker and his customers are doubtless required to be performed, and must be construed in the same way as contracts between other parties. When the banker specially agrees to pay in bullion or in coin, he must do so or answer in damages for its value; and so if one agrees to pay in depreciated paper, the tender of that paper is a good tender, and in default of payment the promisee can recover only its market and not its nominal value. (Robinson vs. Noble, 8 Pet., 198; McCormick vs. Tootter, 10 Sargt. and R. 96.)

But where the deposit is general and there is no special agreement proved, the title of the money deposited, whatever it may be, passes to the bank, and the transaction is unaffected by the character of the money in which the deposit was made, and the bank becomes liable for the amount as a debt, which can only be discharged by such money as is by law a legal tender. (Bank of Kentucky vs. Wister et al., 2 Pet., 325.)

2. The contract being specifically enforcible, the next question then is, was the usage offered to be proved admissible?

Unlike the case of Thompson vs. Riggs, just referred to, there was evidence in this case that the deposit in controversy was not made in the ordinary way, and without previous inquiry and negotiation in regard to it. It seems from the testimony of Habliston, the plaintiffs' agent, that it was not designed that the gold should be placed in the defendant's bank as an ordinary deposit, and that of the design to make some special arrangement in regard to it the defendant's officers were made aware, and acceded thereto; and hence the designation of the deposit as coin in the plaintiffs' bank book. If, then, it was not an ordinary deposit, to be checked out in the ordinary way by checks payable in paper currency, what were the conditions and stipulations upon which the defendant was to account to the plaintiffs? The simple entry of itself furnishes no evidence of such terms, nor does the oral evidence of the agent making the deposit tend to establish any express stipulations in regard to the manner in which the deposit was to be paid; and we are at a loss to ascertain the intention of the parties, except as we may gather it by implication and presumption from the attending circumstances. If, however, there be a general and well established usage or custom upon the subject prevailing with the banks of the city of Baltimore, it may be presumed that the parties acted in reference to such usage, and that terms and conditions not contained in the written entry, and which were not, by express words, agreed upon at the time, were, nevertheless, in the mind of the parties and formed part of the contract. For, as it was said by Parke, B. Hutton vs. Warren, 1 M. and W., 475, "it has been settled that in commercial transactions evidence of custom and usage is admissible to annex incidents to written contracts in matters with respect to which they are silent. The same rule has also been applied to contracts in other transactions of life in which known usages have been established and prevailed, and this has been done upon the principle of presumption that in such transactions the parties did not mean to express by writing the whole of the contract by which they intended to be bound, but contract with reference to those known usages." But such usages, to be admissible, must be shown to be well established, uniform, general and notorious; for it is from those attributes of the particular usage that the presumption arises that the contract was made with reference to it.

In the case of Thompson vs. Riggs, already referred to, the Court said that no evidence of general usage or custom, in the ordinary sense of those terms, was offered by the plaintiff or appeared in the record, and therefore the evidence proposed in that case was properly rejected.

But it was conceded that customary rights and incidents universally attaching to the subject matter of the contract, in the place where it was made, are impliedly annexed to the language and terms of the contract, unless the custom is expressly and particularly excluded. In the case now before us there is nothing either in the evidence or the nature of the transaction itself to exclude the operation of the usage offered to be proved. It is doubtless true that evidence of usage will not be admitted to contradict or vary the express stipulations of a contract restricting or enlarging the exercise of the customary right; nor will it be admitted to control the general rules of law or the real meaning of the parties. But it is because of the absence of express stipulations in the contract under consideration that proof of existing usage in reference to which the contract is supposed to have been made is admissible, in order to ascertain the real meaning of the parties. "Omissions may be supplied in some cases by the introduction of such proof, but it cannot prevail over or nullify the express provisions and stipulations of the contract. So that where there is no contract usage will not make one, as it can only be admitted either to interpret the meaning of the language employed by the parties in the absence of express stipulations, or where the meaning is equivocal or obscure" (5 Wall, 679; Bliven vs. New Eng. Screw Co., 23 How., 431; Add. on Contr., 853; Greenleaf on Evid., sec. 292.)

We are, therefore, of opinion that the court below committed no error in overruling the objection to the proffer made by the plaintiffs, and that the evidence of the usage, such as was proposed to be shown to exist, was admissible for the purposes for which it was offered.

3. The third and fourth exceptions will be disposed of together, as they both present the same question, and in regard to the rulings of the court below, as stated in these exceptions, we think there was error. Instead of pursuing the proffer stated in the second bill of exception and proving as a fact the existence of a general and well known usage prevailing with the banks of the city and existing before and at the time of the deposit in question, the plaintiffs undertook to establish the usage by proving a few particular instances of dealing in some two or three of the banks, not including that of the defendant. This mode of proving the existence of the usage, even if the transactions referred to by the witnesses were of a character different from that proved by them, is wholly inadmissible. The transactions detailed by the witnesses, however, instead of proving the existence of a general, uniform and notorious usage upon the subject, according to our construction of them, prove just the reverse. The plaintiffs were bound to prove, under the proffer and according to the rules of law upon the subject, the existence of the general usage and practice prevailing with the banks as a fact, and not as a matter of judgment or opinion of the witnesses deduced from the manner of dealing in a few instances in particular banks. (Lewis vs. Marshall, 7 Man. and Gr. 729; Allen vs. Mer. Bank, 22 Wend. 222; Adams vs. Otterback, 15 Md. 345.)

We think, therefore, that it was error to allow such evidence as that contained in these exceptions to be submitted to the jury.

4. We come now to the consideration of the defendant's prayers set forth in the fifth exception. The first of these prayers was properly rejected. It assumes that the deposit sued for was made in the ordinary way, and could be paid in legal tender notes, and that the bank was not bound to pay in coin. If, as we have said, there be a special contract to pay in specie, nothing but specie or coin would gratify the demand, and it was for the jury to determine, from all the facts and circumstances attending the making of the deposit, whether such special contract existed. Habliston, the witness, proved that at the request of the plaintiffs he went to the bank of the defendant to ascertain whether it would receive a special deposit: that he spoke to the receiving teller of the bank, by whom he was referred to the cashier, who agreed to receive it, but requested the witness to put the coin in a box; and upon the witness saying he had no box the cashier directed the teller to receive the gold as a special deposit, and so enter it on the book; that witness then went after the gold and took it to the receiving teller, who entered it on the plaintiffs' book. The entry is as follows:—"1861, Dec. 30—Cash (coin) $3,000." At the time this deposit was made the banks of the State had suspended specie payments, and gold coin, as compared with paper currency, was at a premium, with a strong prospect of a greater depreciation of the paper money of the country. These facts were all before the jury, and from them the special contract declared on might or might not be found to exist. Upon the hypothesis that such special contract existed the checks made proper demand and the defendant was in default in not paying the amount in coin, instead of tendering it in Treasury notes. It would therefore have been manifest error to grant the prayer, whereby the jury would have been instructed unconditionally that the demand was not sufficient and the plaintiff, therefore, not entitled to recover.

The second and third prayers were also properly rejected. What is lawful money of the United States other than gold and silver coin is a question of law which should have been referred to the court to decide and not to the jury. Nor is all the money emitted by the United States made legal tender, though authorized by law. But by the second prayer the jury would have been required to find for the defendant upon being satisfied that the defendant was ready and prepared and offered to pay the sum demanded in lawful money of the United States other than gold and silver coin. This was wholly inadmissible.

We think the court below was right in rejecting the defendant's fourth prayer. It was, in the first place, calculated to mislead the jury, as well because of its abstract and general character as of the impression likely to be produced by it, that if the entries in the books of debit and credit were found to be correct, all the special facts and circumstances attending the deposit of the 30th of December, 1861, were to be excluded from consideration. Prayers should be so framed as to instruct and not to mislead the minds of the jury as to the manner of considering the facts before them.

But if it was intended by the prayer to assert, as a matter of law, that from the state of accounts between the parties as exhibited by the books in evidence, the jury were bound to conclude that there was no special contract in regard to the deposit in question, or that the benefit of such special contract, if made, had been waived and abandoned by the subsequent checking on and balancing of the account, although upon each occasion of balancing the account an amount larger than the amount in controversy was found to be to the plaintiff's credit, we cannot assent to the proposition. For while it is undoubtedly true that, ordinarily, in a running account of debit and credit, it is the first item on the debit side of the account that is discharged or reduced by the first item on the credit side; and in the case of a bank account, where all the sums paid in form one blended fund, it is the first sum paid in that is first drawn out, as was decided in Clayton's case, 1 Merio 372; yet if there be a particular mode of dealing, or a special agreement between the parties, the case may be varied, as in the case of Lysagt vs. Walker, 5 Bligh N. S. 1, where an agent who had, in a previous account, charged himself with a balance due from him, continued to receive money for his principal and to pay money out, it was determined that his payments were not necessarily to be first applied to the extinction of the previous balance, the receips being equal to the payments. See also the cases of Taylor vs. Kymer, 3 B. & Ad., 320, and Henniker vs. Wigg, 42 B., 793. The subsequent payment of checks and the striking of balances on the bank book from time to time would not therefore necessarily extinguish the special deposit in question, if, from the facts and circumstances of the case, the parties or either of them appear to have had a different intention; and such intention is a subject of inquiry for the jury.

The defendant's fifth prayer we think should have been granted. The proffer to prove usage made in the second exception does not appear to have been granted, and the evidence allowed to be given to establish such usage, set out in the third and fourth exceptions, we have determined to be not only insufficient, but wholly inadmissible for such purpose.

And upon the state of case then before the jury the defendant's sixth prayer should also have been granted. It very properly stated the law upon the assumption that there was evidence before the jury from which they might find the existence of usage.

But we think the court below was right in rejecting the defendant's seventh prayer. It proposed not only to exclude the effect of usage upon the entry of the 30th December, 1861, but also to exclude all inferences and conclusions that might be drawn from the relation of the particular form and terms of the entry itself to the facts and circumstances under which it was made. This, if granted as an instruction, would have been erroneous.

As to the defendant's eighth prayer, the plaintiffs were entitled to recover only in the event of the finding by the jury of the special contract to pay in coin, no demand having been made for payment in any other currency, and although this prayer did not require the jury to specify in their verdict the character of the money found to be due, still the finding would have been certain enough to have enabled the court to render the proper judgment to secure to the plaintiffs the benefit of their contract. The prayer should have been granted.

The ninth prayer of the defendant, in the nature of an exception to evidence, has already been disposed of, in determining the question raised by the third and fourth exceptions as to the admissibility of the evidence offered to prove usage.

It now remains for us to consider the instruction that was given to the jury by the court in lieu of the various prayers that were offered and rejected.

This instruction was erroneous because it put the jury to find a usage of which, as we have said, there was no sufficient evidence. It was erroneous, however, in another particular. By it the jury were instructed that if they found the existence of the special contract declared on, and that demand had been made, and a refusal to pay in specie, "that then the plaintiffs are entitled to recover a sum equal to the value of $3,000 in gold on the 28th of May, 1864, with interest thereon." The proof was that on the 28th of May, 1864, gold was at eighty-five and eighty-six and a half premium, and under this instruction a verdict was found for $6.159 39, upon which judgment was rendered. This is justified, we think, by no principle of law or reason.

Suppose that at the time of demand made gold, instead of being at eighty-five premium, had been at 200 premium, and at the time of trial of this cause it had been at no premium at all, would it have been the proper measure of justice to have allowed a recovery of $9,000, with interest thereon, from the time of demand, to discharge the debt of $3,000. It would be not only the triplication of principal that would be objectionable, but the allowance of interest on the original debt at the rate of eighteen per cent instead of six, which would be a clear violation of the Usury law of the State. If such proposition is not maintainable neither is the instruction under which the verdict in this cause was rendered, as the supposed and the actual proposition involved in the instructions are the same, only differing in proportions.

Gold and silver, at rates regulated by law, constitute the legal standard of value and form a currency in which parties are entitled to deal to the exclusion of all other, when specially nominated in the contract; and in this case the prominent error in the instruction of the Court was in directing a conversion of the stable and intrinsically valuable gold coin into the unstable and depreciated paper currency, and making the value of the latter, as compared with gold at a particular period, the medium and measure of recovery. The suit was for a certain amount computed in gold currency, and the extent of the plaintiffs' right of recovery in the event that the special contract was found to exist was the $3,000 in gold, with interest thereon from the time of the demand. There was no reason for the commutation of the one currency to the other. If by the contract the plaintiffs were entitled to receive gold, there is nothing in the law to prevent their getting it through the medium of a judgment. On the contrary, by article 32 of our Code of public general laws, section 1, it is declared that the species of coins struck at the mint of the United States, and foreign coins at rates regulated by Congress, "shall be taken and recognized as the currency of this State." In ordinary cases the judgment is simply rendered for so many dollars and cents, without characterizing the money in which it is to be paid; but in a case like the present it would be not only proper but necessary to prevent any subsequent question being made as to the right to pay in a different currency, to designate in the judgment the species of money that the plaintiffs may be entitled to receive. In other words, the judgment should be rendered for so many dollars, payable in gold or silver, as the case may be.

Differing from the court below in the particulars specified in this opinion, we must reverse the judgment appealed from, and award a procedendo.

Judgment reversed and procedendo awarded.
Decided December 9, 1868.

PUBLIC EDUCATION.

Distribution of Certificates and Medals at Grammar School No. 29.

The semi-annual distribution of certificates at the female department of Grammar School No. 29, in the First ward, came off yesterday morning, and was made the occasion of a fête day for the pupils, teachers and friends of the institution. It is odious to make comparisons in regard to schools, as it is in almost any matter; but the statement must be made and maintained that the exhibitions of proficiency, advancement and general discipline among the scholars at this institution stamp it beyond doubt as one of the most creditable schools in the entire city. The school is creditable, because it is located in a portion of the city which many naturally suppose to be almost entirely deserted, as far as residences are concerned, and is crowded in by the demon of traffic so much as to give rise to the idea that business would ere long crowd it entirely out of existence. Besides the certificates which were to be presented there were two handsome gold medals to be awarded for general excellence and regularity of attendance. These medals were the gifts of Congressman John Fox and Judge Edward Hogan, and were made the more valuable to the winners by the fact that they were unexpected during the year. There were also a number of other prizes, such as books, writing desks, workboxes and dolls, presented by the several teachers to deserving members of the different classes.

At the time the exercises opened there were present Mr. Thomas Boese, clerk to the Board of Education; Commissioners Dupignac, Hall and Warren; Inspectors John Otterson, James Kelly, James W. Gerard and E. Littlefield; James M. Miller, Superintendent of School Buildings; ex-Mayor James Harper, Rev. Dr. Thompson, School Superintendent Jones, Trustees Bergner and Bailey and a number of prominent citizens of this and the adjoining districts. Mr. J. C. Bailey, of the Board of Trustees, presided, and opened the exercises with a few appropriate remarks, after which the entire school sang in good time "Auld Lang Syne." It may here be remarked that the programme was most judiciously arranged. "Auld Lang Syne" must have struck a chord in the hearts of many of the visitors present who knew and lived in the First ward in the days "lang syne," and who, finding themselves the guests of the rising generation of that locality, could not avoid the flight of memory to the time when institutions such as that they were in were unknown and unthought of. The programme of exercises was select and gave general satisfaction.

To give full and merited acknowledgment to the various portions of the exercises as performed it is only necessary to say that they could not be done better by any similar class. The recitation of the "Beautiful Gate" by Miss Emma Thompson was very finely delivered, but, good as it was, the "Woman's Appeal," by Miss Honora Piggott, must be permitted to carry off the palm. The appeal was not for woman's rights, gimlet curls and Bloomer trousers, but a solemn, hearty appeal to the hearts of American women to do what they can to assist the maimed soldiers who, as street organ grinders, are obliged to earn a pittance "by the shame and not by the sweat of their brow." The little missionary—for so she may be styled—by her exquisite elocution touched the feelings of all present, and many a moistened eye might be seen among her hearers when her appeal was finished. Mrs. Siddons could not have done better, if as well. The selections in reading and the other recitations—"The Children's Hour," by Bella Jacquin, and "Young Lochinvar," by Maggie Conners, together with the musical portion of the programme—were very creditably given. The medals were presented by Mr. Boese to Misses Emma Thompson and Charlotte Lambrecht in a brief and appropriate address. Short speeches were also made by Mr. James W. Gerard, Rev. Dr. Thompson and several others among the visitors, all of whom complimented highly the children, Miss White, the principal, and her assistant teachers on the treat of which they had partaken.

Distribution at Grammar School No. 3.

The semi-annual distribution of certificates to the female department of Grammar School No. 3 took place yesterday at the school building, corner of Grove and Hudson streets, in the presence of a large number of the friends of the pupils and the school officers of the district. A pleasing programme had been arranged and was creditably gone through with, after which the Kelly silver medals for general moral excellence were presented by the Rev. Dr. A. R. Thompson, Judge Brady, who was to have made the presentation, not being present, on account of the funeral of Judge Robertson. The winners of the medals were Misses Mary A. Aitken and Mary E. Forbes. Pleasing addresses were made by Mr. James Kelly, inspector of the district and donor of the medals, and members of the local board of trustees.

Opening of a New Primary School.

The new primary school No. 4, located on East Sixteenth street, near avenue A, was opened yesterday morning for the reception of scholars. Judging from the number who applied for admission the school will not be long in being filled, and the advantage of such an institution in this locality will be amply demonstrated. There were no formal opening exercises, but in a short time, when teachers and pupils become acquainted with their new quarters, a public reception will be given.