NEW YORK CITY.

THE COURTS.

UNITED STATES DISTRICT COURT—IN BANKRUPTCY.

Important Decision—Fraudulent Preferences.

Before Judge Blatchford.

In the Matter of Adolph Louis & Henry Rosenham, Bankrupts.—The first nine specifications filed in opposition to the discharge of the bankrupts are that the bankrupts, early in April, 1867, at Cincinnati, Ohio, while insolvent, transferred to various creditors of theirs, seven in number, real estate in Kentucky, Iowa and Texas, two stocks of goods in Memphis, Tenn.; a stock of goods at Nashville, Tenn., and a stock of goods at Bolivar, Tenn., for the purpose of preferring such creditors and of preventing such property from coming into the hands of an assignee in bankruptcy; that the transfer of the stocks of goods were made in a lump to each creditor without any inventories being made, and that such transfers were fraudulent and void under the Bankrupt act. The paper of the bankrupts first went to protest about the 1st of April, 1867. They were then in fact insolvent, but professing to believe that they were not, they commenced immediately and continued during April and May, 1867, to turn out their property in payment of debts due to certain of their creditor,s to the exclusion of others. Their indebtedness on the 1st of April, 1867, was about $500,000. By the 1st of June, according to the evidence, they had in that way paid on from $300,000 to $400,000 of such indebtedness. When their paper so went to protest they were engaged in business as general merchants and copartners, under the name of A. Louis & Co. Their assets consisted of merchandise, real estate, bank stocks, insurance stocks, book accounts and bills receivable. Their stock of whiskey at Cincinnati was seized by the United States about the 1st of April, 1867, with their manufacturing and rectifying establishment there, for alleged infractions of the internal Revenue law. The effect of the going to protest of their paper and of the simultaneous seizure of their property at Cincinnati seems to have been to break up their business everywhere, for within a week or so thereafter they turned out to creditors the four stocks of goods referred to and their real estate in Kentucky, Iowa and Texas. One of the stocks of goods at Memphis was transferred towards payment of a debt of $150,000, and the other towards payment of a debt of $60,000. The stock of goods at Nashville was turned out towards payment of a debt of about $25,000, and the stock of goods at Bolivar towards payment of a debt of about $25,000. The property seized by the government was turned over about the 2d of May, 1867, on a compromise with a person who paid to the government, on behalf of the bankrupts, $15,000. When they suspended payment they made out no balance sheet. Their petition in bankruptcy was filed February 29, 1868. It sets forth debts due by the firm amounting to nearly $90,000, and eighteen debts the amount of which is put down as unknown. Among these eighteen creditors are the creditors to whom the four stocks of goods and the real estate before mentioned were transferred. There are no copartnership assets set out in the petition except about $85,000 of debts due to the firm or upon account from creditors, nearly 300 in number, scattered all over the United States, and a lease of real estate in Cincinnati, valued at $30,000, and mortgages for $23,500. On the foregoing facts I must hold not only that the bankrupts were insolvent on and after 1st of April, 1867, but that they had good grounds for believing themselves insolvent, and that they acted on such belief in making the preferences they did among the creditors. After the 1st of April, 1867, they were not able to pay all their debts in the ordinary manner and course of business, and their business was broken up. All this they knew. They contemplated insolvency within the meaning of the Bankrupt act, and they therefore not only had reasonable grounds for believing themselves insolvent, but in judgment of law they knew they were insolvent. With this knowledge, as one of them testified, they struggled along and paid along till the latter part of May. In doing so they made the preferences referred to, intending to pay the favored creditors, whether the others should receive anything or not. This was a giving of fraudulent preferences under section twenty-nine and contrary to the provisions of section thirty-nine of the act. The first nine specifications are therefore sustained and discharges are refused.

G. & M. Sackett for the bankrupts; H. H. Rice for the opposing creditors.

In the Matter of John T. Hackett.—Order of stay of proceedings granted.

UNITED STATES DISTRICT COURT—IN ADMIRALTY.

Decision—The Scotia and Berkshire Collision Case.

Before Judge Blatchford.

Paul Sears and Others vs. The Steamer Scotia, &c.—This is a libel filed by the owners of the American ship Berkshire against the British steamer Scotia to recover the sum of $55,000 as the value of the Berkshire and her pending freight, and the sum of $340,000 as the value of a cargo of cotton under carriage by her (the Berkshire), her cargo having been sunk and totally lost by a collision which occurred between the two vessels on the Atlantic ocean, on the morning of the 11th of April, 1867. The Berkshire was at the time on a voyage from New Orleans to Havre, in France, and the Scotia was on a voyage from Liverpool to New York. The testimony in support of the libel and in support of the answers thereto, which is very voluminous, is reviewed by Judge Blatchford, the case having come up on argument to amend answer, and concludes a very lengthy and elaborate decision, as follows:—It results that the claimants will be allowed to amend their answer so as to set up properly the fact that the Berkshire did not as to lights comply with the rules of navigation and usages of the sea which usually prevailed and were customarily observed at the time and place of the collision among the ships which navigate the waters where the collision took place. Of those rules and usages as the general law of the sea the Court will take judicial cognizance without their being proved, as would be necessary in the case of a foreign municipal law or regulation. I have not overlooked the case of Greening vs. the Gray Eagle (7 Am. Law Reg., new series, 226), but I do not think it applies to this case. The principle of that case is a sound one, that the exhibition by a vessel of a prohibited light does not absolve another vessel from the observance of that degree of caution, care and nautical skill which the exigencies of the case require. I see in the present case no want of caution, care or nautical skill on the part of the Scotia. When the answer is amended the libel will be dismissed with costs. Scudder & Carter and C. Donohue for the libellants; E. C. Benedict and D. D. Lord for the claimants.

UNITED STATES CIRCUIT COURT—IN ADMIRALTY.

Decision.

Before Judge Benedict.

John Pritchard vs. The Steamer Emily B. Souder.—This is an action brought to enforce a lien alleged to exist in favor of the libellant for the sum of $1,578 in gold, being the amount of an advance made to the master of the steamer in the port of Maranham, Brazil. The advance thus alleged to have been made was for payment of a portion of the master's bills for repairs. It appeared from the evidence that the libellant was a transient person, intending to proceed to New York in the steamer, and that instead of advancing any money to the vessel upon her credit, and to relieve her necessities, he simply bought a draft of the master, in order to avoid risk of loss, and thus more conveniently and safely place his funds in New York. The weight of evidence is that the libellant was urged to and did advance his money for the sole purpose of relieving the vessel in her necessity and to discharge to the extent of the advance bills incurred for necessary repairs. The libellant accordingly acquired a lien upon the vessel for the amount of his advance, which he is entitled to enforce in this action.

The transaction was in gold and the repayment was agreed to be made in gold. The decree must accordingly be in gold.

UNITED STATES COMMISSIONERS' COURT.

The Herman Bounty Frauds.

Before Commissioner Betts.

The United States vs. J. B. Herman.—The adjourned examination in this case, which was set down for yesterday, did not take place, owing to the continued absence of the accused. Mr. Shearman, however, in behalf of the defendant, said the soldiers whose bounties had been withheld would be paid, and he invited them to call at his office, 61 Broadway, to record their names for that purpose. The case was then adjourned for one week.

SUPREME COURT—CIRCUIT—PART III.

The "Griffith Gaunt" Round Table Libel Suit—The Defence Raises the Question as to Whether Charles Reade Is the Author of the Novel.

Before Judge Clerke.

Charles Reade vs. Charles H. Sweetzer et al.—This is the much talked of libel suit between Charles Reade, the celebrated English novelist and dramatist, as plaintiff, and Charles H. Sweetzer and others, publishers of the *Round Table*, as defendants. The plaintiff sues for damages alleged to have been sustained in consequence of the strictures pronounced in a criticism in the *Round Table* upon a certain novel commonly known as "Griffith Gaunt." The plaintiff claims to have been the author of the novel, and the defendants in their review of the work spoke of it as immoral and impure.

The case, after several adjournments, was set down for peremptory trial yesterday, and was accordingly brought on for hearing, to be tried, before a jury, Messrs. Frederic Gallatin, William D. Booth and Elbridge J. Gerry appearing as counsel for the plaintiff, and H. F. Dimock, W. C. Whitney and Robert Sewell for defendants. Mr. Gerry read the alleged libels and the cards published in connection therewith, after which Mr. George Vandenhoff, the actor and elocutionist, on behalf of the plaintiff proceeded to read from the novel, "Griffith Gaunt," to enable the jury to determine upon the question of its impurity as a literary work. When probably 100 pages of the work had been read the defendant's attorney then made a motion for the exclusion of the book from being offered as evidence and for judgment on the pleadings, upon the assumption that the plaintiff had not proved that he was the author of the book. The question was argued at some length, and the jury was dismissed until Monday morning, it not being deemed necessary that they should remain to hear this question of law passed upon, as they could not, of course, take any part in its determination.

Mr. Gerry replied that the evidence was properly read to the jury as evidence of the falsity of the two first libels, these libels themselves constituting a good cause of action and being sufficient to sustain a recovery. The libels themselves had already been given as evidence, and the book itself was now offered to show their falsity. The third libel, he contended, was an aggravation of the two former, having in the first two libels stated that an impure book had been written by Mr. Reade, and, after having admitted in the fourth clause of their answer that the innuendoes in the complaint properly pointed to Mr. Reade as the author, they now insisted that, as the third libel denied Mr. Reade being the author, he must prove his authorship. The effect of the third libel was, in substance, to charge Mr. Reade with having employed a third person to write the book, and with having then affixed his name to it as the *bona fide* author. It was, in substance, reiterating the former allegations of indecency against the work.

The Court reserved its decision on the motion, and the further hearing is adjourned until Monday morning, when Judge Clerke will probably determine the questions raised.

SUPERIOR COURT—SPECIAL TERM.

DECISIONS.

Judge Freedman rendered judgment in the following cases:—

Lazare vs. Prince et al.—Motion granted.

Hamson vs. Forsyth, Administrator.—Motion granted and cause referred.

Vaughoorn et al. vs. Esner.—Motion granted on terms.

Fearing et al. vs. Garner.—Motion granted, without costs.

Bernstein et al. vs. Spere.—Motion granted, without costs.

McLaughlin vs. Work et al.—Motion granted.

Lyons vs. Kerr et al.—Motion granted.

Sherman vs. Brantley.—Motion granted, without costs.

Aleenan et al. vs. Kelly et al.—Motion granted.

Yauch vs. Livingston.—Motion granted.

Mann vs. Betzeman.—Motion granted.

Caylon vs. Hogan.—Motion granted and cause referred.

Hougan vs. Chapman.—Motion granted.

Gregory vs. Gregory, Administratrix, et al.—Order settled and filed in Clerk's office.

Birdsall vs. Livingston (Suit No. 1).—Motion to vacate order of arrest denied, with ten dollars costs.

Birdsall vs. Livingston (Suit No. 2).—Motion to vacate order of arrest denied, with ten dollars costs.

Brayne vs. Patterson.—Motion granted, without costs.

Woodworth vs. Secor et al.—Motion granted.

Cloud vs. R. Van Nest.—Motion granted.

By Judge Barbour.

Dennis vs. Cowran.—Case, with amendments, settled. Papers in Clerk's office.

SUPREME COURT—SPECIAL TERM.

Divorce Suit.

Before Judge Cardozo.

Elizabeth A. Yale vs. Benjamin F. Yale.—The parties to this suit were married in January, 1854, in this city. They lived together until 1860, and the issue of the marriage is two girls, aged respectively thirteen and eleven years. The plaintiff applied for an absolute divorce, on the ground that the defendant had committed adultery at various times in this city during the years 1858 and 1859. The case was referred to a referee, and proof was adduced establishing the defendant's guilt and the referee made his report that the plaintiff was entitled to a divorce and that she should have the care, custody and education of her children. The case now came before the court on a motion to confirm the referee's report and for judgment.

After consideration the Court granted an absolute divorce to the plaintiff and awarded her the care and education of her children.

COURT OF GENERAL SESSIONS.

Before Recorder Hackett.

The People vs. Christian E. Detmold and Charles O. McCord.—In this case the Directors of the Central Coal Company made a charge in the spring of 1867 against Mr. Detmold, their former president, and Mr. McCord, a clerk of Mr. Detmold, of conspiring to obtain money from the Central Coal Company by false pretences. There was a long examination before Justice Ledwith, who recently rendered his decision, holding both defendants. The defendant Detmold moved to discharge his bail. The argument of the motion was fixed for this morning, but adjourned to Thursday, March 4, at half-past one P. M.

THIRD DISTRICT CIVIL COURT.

Interesting Theatrical Case—The Utility of an Actress—General, Responsible, Respectable Utility and "Sups" Clearly Defined.

Before Judge Smith.

Maurice P. Pike and Mellissa Pike, his wife, vs. William H. Lingard.—The court room was crowded yesterday morning by actors and actresses connected with the various theatrical establishments of the city, who all evinced the most lively curiosity to find out something about the legal "utility" of this case. The principal plaintiff in the suit, Mrs. Mellissa Pike, better known as Millie Sackett, is a lady of more than ordinary attractions and is not unknown to fame in theatrical circles. The defendant, Mr. Lingard, is the proprietor of the Theatre Comique, in Broadway, and appeared in court with a small army of witnesses to prove his version of the affair. On the 1st of September, 1868, an agreement was entered into between the parties by which the defendant engaged the plaintiffs to perform at his theatre to play "utility, or better business if required," the engagement to continue until the first week of June, 1869, eight performances to constitute a week's work, for which the plaintiffs were to be paid conjointly fifty dollars per week. Mr. Pike and his wife now claim that Mr. Lingard violated the terms of his agreement by insisting upon Mrs. Pike performing parts which she had not agreed to do, and the action is brought to recover $150, which both the plaintiffs claim to be due them by reason of their discharge from employment by Mr. Lingard, contrary to the terms of said agreement.

TESTIMONY OF MAURICE P. PIKE.

Mr. Maurice P. Pike was the first witness examined. He testified as to the contract between himself and Mr. Lingard, which was signed by himself, his wife and the defendant; on the 14th of September, 1868, witness and his wife entered on the performance of the contract, and remained until the 10th of October; Mrs. Pike played the walking lady, old woman or anything else she was cast for; on the 6th or 7th of October Mr. Lingard asked him to join in the chorus of an opera, and he consented to do so; he also asked him to allow his wife to do the same, and witness refused, saying that if Mr. Lingard gave her one line to speak he would allow her to go on, but not otherwise; Mr. Lingard then said:—"I do not want you or your wife any longer; you can leave now, but if you do you do not get any money; told him he would not leave, but if he was discharged he would go; on the 10th of October he and his wife were both discharged by letter; he tendered his services after, but they were not accepted; before he was discharged he told Mr. Lingard that the manager of the Olympic theatre had offered his wife a larger salary, and asked him to let her go, and he said no; he said witness and his wife could both go, but he would not let her go and retain him; witness performed everything required of him by the contract.

TESTIMONY OF MRS. MELLISSA PIKE.

I am an actress; my particular line is first soubrette; I am no chorus singer, and do not understand music at all; I am now engaged at the Olympic theatre at thirty dollars a week; did not endeavor to find employment after I was discharged by Mr. Lingard; I was engaged by Mr. Lingard for utility and better business if required; that does not include singing in chorus; when I was engaged by Mr. Lingard there was nothing at all said about opera business; I was engaged for utility and better business; the play in which I was required to sing in chorus was an opera, I believe; I never was at one of the rehearsals; I never saw an opera but once as long as I have been an actress; I have been first soubrette six years; my husband had my authority to make this contract.

Cross-examined—I can't say the difference between opera and operetta because I am not acquainted with the opera; there were no supernumeraries or sups in Mr. Lingard's theatre; sups are what we call men; ladies are not sups; they are called ladies of the ballet.

Mr. Pike was here recalled and examined as to the technical meaning of the word "utility" in a theatrical sense.—There are three terms used by theatrical man, namely, general utility, utility and responsible utility; general utility is the lowest grade; the highest is responsible utility; this does not include singing in chorus; opera and operetta is a business of itself; the play in which Mrs. Pike was required to sing in chorus was an operetta; I never saw the rules of the establishment prior to signing the contract; the articles now shown me as governing the Theatre Comique are the rules of minstrel halls, and are not proper theatrical rules.

Cross-examined—Mr. Lingard did not call my attention to these rules before he engaged me.

TESTIMONY OF MR. OWEN MARLOWE.

I am an actor engaged at the Waverley theatre, and am acquainted with the technical terms of the dramatic profession tolerably well; there are various degrees of utility; there are general utility and respectable utility, as far as my experience goes; responsible utility is the same as respectable utility; it would not require an artist or an actor to sing in opera or operetta unless there was a part to play; if a man was cast for utility and better business he could be cast for Hamlet or Macbeth as well; actors that are cast for a lower grade of character cannot be employed in any "better business" unless by courtesy of the manager.

Cross-examined—Utility and better business, I should take it, means respectable utility; under that contract, if I engaged in it, I should understand that I was to play poor business, but that if the manager required I should play better business; when operas and operettas are performed in a theatre I do not know that I would be obliged to go into choruses under any agreement like that; if the word "utility" was in my contract I should understand that I was to make myself useful in performing parts; I have seen the words "general utility" and "respectable utility" put in a contract, but not the word "utility;" general utility would not require a person to do everything the manager might require; there is a lower term—"supes" they are called; I am in doubt whether under the term "general utility" the manager can compel an actor to go on without having a line to speak.

TESTIMONY OF MR. BELLEVILLE RYAN.

I have been actor for twenty-four years in England and America; an engagement entered into as this was I should consider to come under the head of "respectable" or "responsible utility," and that would not, in my experience, include singing in operatic choruses.

Cross-examined—The rules in England are substantially the same as they are here in good theatres; I have seen in such pieces as "Macbeth" and "Pizarro" a utility actor lead the music, but there are no exclamations in "Macbeth;" there is hardly a part in "Pizarro" or "Macbeth" that a utility actor could refuse; but it is not an opera nor an operetta.

Plaintiff's counsel here read the *de bene esse* testimony of Mr. Samuel Drake, an actor who deposed that as a manager he had signed contracts where general utility was mentioned, but respectable or responsible utility never, and that he had in well-known pieces, such as "Macbeth" and "Pizarro," seen an actor engaged as a utility man leading the chorus and exclamations.

Mr. Nicolo McIntyre was also examined and gave testimony favorable to the plaintiff's case.

Defendant's counsel moved to dismiss on the ground that sufficient cause of action was not shown in the complaint, and that the plaintiffs had failed to make out a case. He also contended that the action should have been brought by the husband only. The motion was denied and exception taken.

TESTIMONY OF MR. WM. H. LINGARD.

The defendant, Mr. Lingard, was then examined as follows:—Mr. Pike applied to me for an engagement three times; on the third occasion I distinctly told him I had no line open but utility, and, the theatre being small, that he and his wife must make themselves generally useful; this was prior to the contract; but, I said, we are strangers to each other, and if an opportunity occurs I will give you better business; they asked sixty dollars a week, and I said I would give them a month's trial at that, but they then preferred fifty dollars a week up to May; there are three classes of utility—utility, respectable utility and responsible utility—respectable and responsible have the same meaning; a utility man is a man that will go on with a letter and at least will go on with half a dozen exclamations, such as "Long life to the bride and bridegroom," "Health to the happy pair," and exclamations like these; responsible utility means a part with a dozen lines, or they can give a leading part if they like and you are bound to play it; for nearly ten weeks after Mr. Pike and his wife commenced their engagement with me they had the best of the business, but the first time I called upon him to play utility he objected because he had more money offered for his wife at the Olympic theatre; they had low comedy, high comedy, eccentric parts and character parts; they fulfilled their contract up to the time of the operetta "Fanchette;" Mr. Pike was cast for the Notary and I notified him that his wife would be required to go and lead the exclamations; nothing was said about singing; Mrs. Pike never came to rehearsals, so I could not say anything to her about it; I said to him, "Won't you let Mrs. Pike come and see what she has to do," but she never came; he said he would not let his wife come to so small a part as a few exclamations; I reminded Mr. Pike about our conversation in which I stated it was a small theatre, and they would have to make themselves useful; of course this part called for some singing from her; she had sung there before comic; I don't know whether I stated to her husband that I wanted her to sing, but I expected her, like the rest, to join in the chorus; she sang at least a dozen times there before, but not in the general chorus; I would have been satisfied if she had gone on the stage and not have sung; I said to Mr. Pike, "You must fulfil the contract or there is an end of it;" he said, "I am very glad of it, for I can get thirty dollars a week at the Olympic to-morrow, and I am sure I can get twenty dollars;" it was by mutual agreement that he then walked out of the theatre; Mrs. Pike helped to sing a few of my songs at the Olympic after.

Mr. Lingard's cross-examination did not shake his direct in any material points.

Mr. Charles White was next examined, and proved that the printed rules referred to were posted in every dressing room and other conspicuous places in the theatre, and that they were regular theatrical rules; he did not see much distinction in the various terms relating to utility, and a party who engaged for utility would have to do anything required of him or her, even to the carrying and delivering of a bandbox; he was interested with Mr. Lingard in the management of the Theatre Comique.

TESTIMONY OF MARY WELLS.

I am about nineteen years, an actress, and am performing now at the Metropolitan theatre; never knew there were any kinds of utility in our profession but two—that is, utility and responsible or respectable utility; as far as I understand at the technical meaning of utility in our profession is to do everything and anything you are called upon to do; the word "utility" and "letter business" in the agreement now shown me mean that the person on the stage performing under such an agreement can be made to say, "My lord, the carriage waits," or to carry a letter on the stage if required; as I understand the word soubrette it means a singing lady; my peculiar line in the profession is first old woman; as first old woman I should never sign such a contract as that.

Cross-examined—If I was engaged as utility I would sing in operatic choruses.

Mr. B. Clark, theatrical manager, Mr. Charles E. Newton, a utility man and several other witnesses were examined on behalf of the defence, and they all substantially concurred in the fact that by the terms of the contract Mrs. Pike was bound to perform as required by Mr. Lingard.

Judge Smith said that the whole matter at issue depended on the words set forth in the contract—"utility" and "better business"—and whether Mrs. Pike, on being required to act or sing in the chorus, was asked to perform a line of character below that required by the engagement. The testimony was of a conflicting character. He exceedingly regretted that there were not more theatrical managers placed on the stand to throw light on the matter. However, he would take a few days to look over the testimony, and should probably give a decision in the course of next week.

The parties then left the court, wondering, no doubt, what would be the upshot of the "utility" business.

CITY INTELLIGENCE.

The Weather Yesterday.—The following record will show the changes in the temperature for the past twenty-four hours, as indicated by the thermometer at Hudnut's pharmacy, Herald Building, Broadway, corner of Ann street:—

3 A. M.	42	3 P. M.	39
6 A. M.	44	6 P. M.	40
9 A. M.	42	9 P. M.	37
12 M.	40	12 P. M.	37

Average temperature 40½

Average temperature on Thursday 39¾

Found in the Water.—The body of an unknown man was yesterday found floating in the dock at pier 61 East river. The remains were taken to the Morgue and Coroner Flynn notified to hold an inquest.

The Death of David T. Valentine.—The flags on the City Hall and other public buildings were displayed at half mast yesterday in respect to the memory of David T. Valentine, ex-Clerk of the Common Council. A special meeting of the Board of Aldermen will be held to-day at one P. M. for the purpose of making suitable arrangements for the funeral of deceased.

Contested Elections.—The Assembly Committee on Contested Elections were in session yesterday afternoon at the Metropolitan Hotel, and continued the investigation in the Zimmer-Campbell case. Jacob Fehr, of No. 55 Willett street, and Philip C. Riley, poll clerk of the Seventh district, Thirteenth ward, were examined, but their testimony was not of special importance. Captain Bennett, of the Thirteenth precinct, and some police officers are to be examined also.

Fire Marshal's Report.—Fire Marshal Brackett reports that he has investigated the origin of twenty-four fires for the two weeks ending December 20. Of these eleven were of accidental origin, four were supposed to have been incendiary, five the result of carelessness, one from defective arrangement of steam pipes, and in three cases the origin was not definitely ascertained. The fires occurred during a period extending from November 7 to February 18. The losses in each case range from twenty-five dollars to $100,000.

Departure of Convicts.—Charles Harper, convicted of dealing in counterfeit money; Harrison Shaw, alias John Lamartine, convicted of perjury in making a false affidavit against Collector Bailey; Stephen Morabeto and Literio Maletta, two of the Italian counterfeiters, and James McLaughlin, alias John H. Faller, convicted of perjury in making a false affidavit against Collector Bailey, were taken to the Albany Penitentiary yesterday in custody of Deputy Marshals Robinson and McCay, to serve out their respective terms of imprisonment.

Etchings and Engravings.—Yesterday afternoon Bangs, Merwin & Co., of 694 and 696 Broadway, corner of Fourth street, commenced the sale of a valuable private collection of etchings and engravings from the pencils of the most eminent engravers. It would be impossible to enter into a description of the 192 lots sold; suffice it to say that the different lots brought good prices. A copy of the "Transfiguration," after Raphael, brought $27 50; a copy of "Parnassus," (Raphael pinxit in Vaticano) brought $7; an oil etching of a knight on horseback brought $5 50, and so on. The sale closed at No. 192, and will be continued this afternoon. A collection of very choice books, selected from private libraries, will be sold on Monday, and on Friday, the 5th of March, the law library of the late Judge Bonney will be offered for sale.

Gas Explosion in Avenue B.—At half-past ten o'clock yesterday morning the residents of the neighborhood near No. 238 avenue B were startled by an explosion. A large crowd collected at once, when it was discovered that an explosion had occurred from the leakage of a gaspipe, the escaping gas of which had, by some means, ignited. The explosion occurred in the cellar of the above number, occupied as a junk shop by Thomas & J. Curley. When the accident occurred all the occupants of the shop were out. Immediately over the cellar was a shoe store, of which M. Mayer is the proprietor. Mr. Mayer sustained a loss of about $100 to stock by the explosion. The damage to a cigar store on the first floor was $150. The building sustained about $100 damage. All the parties were fully covered by insurance.

The Condition of the Poor.—The members of the New York Association for Improving the Condition of the Poor have done a vast amount of good during the past season, which, though hitherto mild, has nevertheless been characterized by much privation and suffering among the needy. Already no less than 8,000 families, containing over 30,000 persons, have been assisted, and 5,017 families, consisting of 19,720 persons, are now receiving aid, while the outlay has amounted to $29,076. The maintenance of this worthy organization, of course, largely depends upon charitable contributions, which in such a benevolent cause should be dispensed with no niggardly hand. It should be added, moreover, that the utmost judgment and discrimination are observed by the association in extending its charities; for while the professional mendicant is almost ignored the destitution of the usually self-supporting classes is relieved. From present prospects it is evident that there is yet severe weather to come before the spring is over and that the existing destitution will not decrease. Under such circumstances, therefore, the charitably inclined will doubtless cordially respond to the appeal of the association for further contributions.

The Tax on Brokers' Capital.—A testcase is to be made up next Tuesday in the matter of the controversy now going on between Assessor Webster and the Wall street brokers. Messrs. Clark, Dodge & Co. are expected to be ready at that time with a statement of their transactions, showing the amount of capital used by them during May and November, 1868, and distinguishing carefully between loans, margins and regular deposits. From the facts and figures thus presented Mr. Webster will prepare an estimate of the average amount of capital employed by the firm during the period of fifteen months last past, and to the result of his calculation affix such taxes as, according to his interpretation, the law authorizes and empowers him to collect. The counsel for the protesting brokers will thus have an opportunity to bring the matter before the commissioner and reach some definite settlement of the points in dispute.

POLICE INTELLIGENCE.

Burglary in John Street.—Edward Lewis, a Virginian, sixty years of age, and a broker by occupation, was yesterday arrested by officer Smith, of the Second precinct, on the charge of having forced an entrance to the premises No. 42 John street, occupied by George H. Porter, and stealing a quantity of twine and a number of paper knives, valued in all at twenty-six dollars. The burglary was committed on the 17th inst., and subsequently a portion of the stolen goods were traced to his possession. Lewis was arraigned before Justice Hogan and committed for trial, he being unable to give $1,000 bail to insure his future appearance.

Committed for Trial.—Yesterday morning Abram Solomon, arrested for defrauding the firm of Messrs. Halsted & Stiles, 43 and 45 White street, out of over $2,000 worth of goods by means of false and fraudulent representations, as already reported, on being arraigned before Justice Hogan for examination, waived his right and in default of $1,500 bail the magistrate committed him for trial. Solomon is forty-five years of age, lives at 154 East Forty-fourth street, and is a tailor by trade. He denies his guilt. After his committal to the Tombs another gentleman alleged to have been defrauded by the accused appeared in court and desired to make a complaint against him. He was told by the magistrate to prepare affidavits in the case and submit them for consideration.

The Gibson False Pretence Case.—Yesterday afternoon another affidavit was taken before Justice Mansfield, at Essex Market Police Court, against Mary Gibson, charged with obtaining money under false pretences. The person who made the complaint was Mr. William W. Wier, a physician doing business at room No. 28 Cooper Institute. He alleges that Mrs. Gibson represented to him that an uncle of hers had lately died in Germany and left her a fortune, and that she wanted to borrow money to pay the expenses necessary before she could take possession. Owing to these representations he lent her fifty dollars, and he alleges that he has since been informed that her statements were false, and believes that the money was obtained fraudulently. Mrs. Gibson will soon be examined in the Court of General Sessions, and these affidavits will be sent to the District Attorney's office, where there are already eight complaints which have been made against her.

A Juvenile Depredator.—Officer Pellett, of the Twenty-fifth precinct, yesterday brought before Judge Hogan George Smith, a lad fourteen years of age, on the charge of stealing a check for $126 45, drawn by G. Hobart Scott on Messrs. Howes & Macy, to the order of A. W. Platt, dated February 25, 1869, endorsed by A. W. Platt and Mr. Benjamin F. Raynor, to the latter of whom the check belongs. Mr. Raynor does business at No. 80 Cedar street, and George, who was in his employ, had been sent to the bank to make a deposit, but, omitting to deposit the check in question, endeavored to obtain the money on it from Messrs. Howes & Macy. They declined cashing the check, as it was presented by so small a boy, but certified it. George, on being questioned in regard to the matter, failed to account for the check, and hence his arrest for the larceny. It is believed he destroyed the check. The accused is an errand boy and lives at 523 West Thirty-seventh street.

Assault and Robbery in James Street.—About one o'clock yesterday morning Daniel Buckley, living at No. 12 Monroe street, was passing through James street, on his way home, when William Furlong, a man twenty-seven years of age, accosted and struck him a powerful blow in the face with his fist, knocking him against a wall. While powerless to help himself it is alleged Furlong thrust his hand into Buckley's pockets and forcibly took therefrom a gold watch, valued at fifty dollars, and ten dollars in United States legal tender notes, with which he escaped. Officer Musgrave, of the Fourth precinct, hearing a cry for assistance and seeing Furlong running away, followed in pursuit and succeeded in arresting him. The prisoner was taken to the Oak street police station and subsequently arraigned before Justice Hogan, who committed him to the Tombs for trial, without bail. Furlong is a seaman, and lives at No. 34 James street. He pleads not guilty. Judge Hogan committed the complainant to the House of Detention as a witness.

Capture of an Alleged Jewelry Thief.—On the evening of the 16th of September last a youth sixteen years of age, alleged to be George Bird, alias Charles F. Orter, alias Charles Normand, entered the jewelry store of Mr. John Littledale, No. 195½ Bowery, and expressed a desire to purchase a diamond ring for his father. A ring worth eighty dollars was exhibited, and the lad immediately, obtaining possession of it, ran out and fled down the Bowery, hotly pursued by one of the clerks in the store. At the corner of Canal and Elizabeth streets a confederate of the fugitive tripped the clerk, who fell, and before he could regain his feet the other parties were out of sight. On Thursday evening officers Mulligan and Mortimore, of the Fourteenth precinct, arrested Bird as being a suspicious character, and on being confronted with Miss Frances King, employed by Mr. Littledale, and who was in the store at the time of the larceny, positively identified him as the person who stole the ring. On the filing of the necessary affidavits Judge Hogan committed Bird for trial in default of $2,000 bail. He is a pianoforte maker and lives in Spring street.

POLICE TRIALS.

Rich Discipline in Brooklyn—Off Post in Stables—How Gamblers Go to Court.

Before Commissioner Brennan.

Hearings in about thirty cases of charges against officers were had yesterday.

Officer Cormick, of the Fifteenth precinct, charged by Sergeant Haggerty with standing on post. Judgment reserved.

Officer White, of the Fifteenth precinct, charged by Sergeant Haggerty with failing to patrol his beat. White in his defence said he was on post all the time. Judgment reserved.

Officer Hannon, of the Fifteenth precinct, charged by Sergeant Lowrey with not being found on post. Judgment reserved.

Officer McGur, of the Fourth precinct, was charged by roundsman Riggs, of the same precinct, with using profane language in calling him a d——d liar and a God d——d louse, in the sleeping room of the station house. Officer Sweeney and others, it appears, were talking about the roundsman in no very complimentary terms, when McGur jumped out of bed and told him (Riggs) to dry up, and advanced toward him, using the above language. Officer Curran was called by the complainant, who swore that the language was used in his presence. After Riggs went out McGur said he could get four men who would not believe him on oath; he said that all of us were suckers. Officer Reeve testified that the language was used by McGur. Livingston and four other patrolmen gave similar testimony. One testified that the words used were, "You are nothing but a louse anyhow." Officer Sweeney was called by the defence. He stated that he was conversing with an officer in the sleeping room, when Riggs ran up excitedly and asked me if I had called him a son of a ——; I told him no, I had not; McGur did say something about a louse. McDermott, Doran and others swore that the words "liar" and "louse" were used, but the "d——d" was not used. Judgment reserved.

McGur was also charged with being off post and coming out of a house at two o'clock in the morning. Judgment reserved.

William McKenzie, Forty-first precinct, taking refuge for fifty minutes in a building. Judgment reserved.

Mott and Strong, of the Forty-fourth precinct, not properly patrolling their posts. Judgment reserved.

Thayer, of the Nineteenth precinct, reading a newspaper on post. Judgment reserved.

W. Lohgy, Fifth precinct, not properly patrolling his post. Judgment reserved.

Anthony Canavan, Twenty-ninth precinct, sitting on a railing. Judgment reserved.

Patrick Donnelly, Twenty-third precinct, off post. Judgment reserved.

Timothy O'Connell, Twenty-first precinct, in an office near the East river. Judgment reserved.

Francis Aitiseill, Twenty-third precinct, off post. Judgment reserved.

Officer Gleason, sitting in a stable. Judgment reserved.

Officer Donohue, Twenty-fifth precinct, off post in a bakery. Judgment reserved.

Andrew Hitchman, Twenty-seventh precinct, off post. Judgment reserved.

William O'Rourke, Twenty-second precinct, off post. Judgment reserved.

Hugh Donohue, Twenty-second precinct, off post. Judgment reserved.

J. G. Jepson, Twenty-second precinct, off his relieving point. Judgment reserved.

John Grennan and James Moden, Tenth precinct, off post. Judgment reserved.

Michael Blase, Thirteenth precinct, off post. Judgment reserved.

Officers Lacey and Richardson, of the Fourteenth precinct, charged by Captain Garland with not taking two faro gamblers direct to court, as ordered. They were members of the detail to assist Sergeant Dilks, who, a few nights ago, made a raid upon faro banks, to escort the prisoners to Yorkville. The officers got into a carriage with the sports, and instead of driving to the court drew up in front of a Broadway saloon, and were in the act of going in when Garland came along, and they drove on. Judgment deferred.

Captain Bogart, of the Twelfth precinct, had one of his sergeants up on the charge of intoxication. He produced in court a rough looking driver of a Third avenue car, who gave his evidence in a profane and boisterous manner. He swore that the sergeant, on the 8th of February, got on the car in a drunken condition, at the junction of Centre and Chatham streets, and was ejected from it at Third street. This was the only witness produced by the captain, who exhibited much feeling on the trial. The sergeant produced three or four witnesses, who swore that within a few minutes of the time he caught the car he was perfectly sober, and one who saw him a few minutes after his expulsion gave similar testimony. One witness swore he saw him get on the car and he was perfectly sober, and showed no signs of intoxication. The evidence clearly exonerated the accused, who is evidently the victim of a conspiracy on the part of somebody.

OLD PUBLIC SCHOOL NO. 7.

Meeting of the Ninth Class.

At old Public School No. 7, located in Chrystie street, between Canal and Hester streets, some seventy members of the ninth class from 1830 to 1845 assembled yesterday afternoon in response to a special call, for the purpose of forming an association by which the memories of the past should be recalled. The meeting, of course, was one of the happiest imaginable. Men old in years, many of them gray or bald and many on whom the cares of life had left their mark; men of all professions—editors, clergymen, lawyers, doctors, merchants and others—left their business and, despite the forbidding state of the weather, hurried to the old building in which they had passed so many happy hours, and romped through the rooms to which they have so long been strangers, and to which they returned with much evident gratitude and gratification. Promptly at half-past three o'clock the meeting was called to order, and Mr. James V. Harriott, of the Fireman's Insurance Company, was chosen chairman, and Mr. Joseph H. Tooker, of Jones, Tooker & Co., was chosen secretary. A committee of three was appointed to compile a roll of those present. The committee consisted of Messrs. Harvey H. Woods, Henry L. Sloat and Dr. G. W. Rosmer. After the committee had completed its labors the secretary read a lengthy and humorous letter from William P. Moss, of the firm of Hart, Asten & Co., of Chicago.

Letters from George T. Trimble (now in his seventy-sixth year), Oliver K. Mooney and Henry W. Dunshee were also read. The writer in each case regretted his inability to be present and assured the "old boys" of his undying friendship for the companions of his boyhood. During the reading of the letters a great deal of amusement was created by different allusions to some of the experiences of the members of the class. The secretary stumbled a little in reading Mr. Moss' letter, and ventured the apologetic remark, to screen himself, that the writer had not gone through the writing class. This drew forth a remark that "the ninth class was heavy on reading, though," which was received with shouts of laughter at the expense of the secretary.

Dr. R. S. Kirby, who organized the school in the building in 1825, addressed the meeting at the invitation of the chairman. He alluded to several items of his experience in connection with the school. The advantage of the Lancasterian or monitorial system was extolled, the damaging effects of the too great use of text books and the practice of corporal punishment and the impracticability of importing teachers or professors to train and educate the American mind. The address was interspersed with appropriate and well told anecdotes and received frequent outbursts of applause. Brief addresses were made by Mr. J. W. Lyon, also an ex-principal of the school, and by Messrs. J. T. Adams, formerly a trustee of the old Public School Society; Daniel Slote, D. P. Earl, H. L. Slote and Rev. J. D. Freeman. The latter gentleman spoke very feelingly of Mr. J. W. Ketcham, one of the old principals, now deceased, a portrait of whom was hung at the front of the room. Allusions to the North Room were frequently made and always received with much laughter. A committee on organization was then appointed, in accordance with a motion made and adopted, with the chairman of the meeting, Mr. J. V. Harriott, as chairman of the committee. The other members of the committee are Messrs. G. F. Gantz, Daniel Slote, Stephen H. Knapp, Abner Hayward, Oscar Purdy and James M. Parker. Harvey H. Woods and S. D. Allison were added to the committee as honorary members. After a little further interchange of ideas and reminiscences the meeting adjourned to Friday next, at three P. M.

THE LABOR MOVEMENT.

The Printers' Strike—A Co-operative Printing Shop—The Bricklayers.

The printers held their regular daily meeting yesterday, and, judging from the reports of the men, the strike is not likely to end for some time yet. Ten employers still hold out against the demands of the union men and declare their intentions to do so until they can procure enough non-society men or girls to do their work. On the other hand the men on strike are contemplating the establishment of a co-operative printing shop, and taking work at a lower figure than the employers can do at present. They could earn more money, and at the same time the profits of the publishers would be larger, as they believe no difficulty would be experienced in obtaining work now performed by certain printing houses. One hundred and fifty men are now dependent for support upon the union.

THE BRICKLAYERS.

An earnest discussion is now in progress among the various bricklayers' unions regarding the price to be asked for their labor the coming spring and the number of hours that shall constitute a day's work. The New York men are in favor of continuing the eight-hour fight commenced last summer, but the Brooklyn and Williamsburg men are not. They are in favor of working ten hours per day for five dollars, while New Yorkers ask $4 50 for eight hours' work. The trouble will be settled next week, when a meeting of the officers of the various unions will be held.

WILL OF THE LATE JAMES T. BRADY.

The will of the late James T. Brady was admitted to Probate yesterday before Surrogate Tucker. By the provisions of the will his sister Annie receives $5,000; his brother John receives a portrait of Washington, by Peale; to John's child, his blue enamelled diamond ring; to Eliza F. Jarvis, "my dear little Toot," the large diamond stud; to Maria Louisa Jarvis, his sister, his black enamelled diamond ring, "which I now wear;" to his sister Susanna one set of sleeve buttons; to his brother-in-law, Thaddeus H. Lane, a picture of fish that hangs in the parlor; to Wm. H. Ryan, a set of shirt studs and $100. All other articles of jewelry, pictures, books and curiosities are to go to Nathaniel Jarvis, Jr., whom he names as his executor. The rest of his property he leaves to his sisters, Susanna, Delia and Maria. Mr. Brady was a generous liver, and although in the enjoyment of a munificent income he succeeded in living up to it; consequently his estate is much less than was anticipated by his friends. The will was dated on the 28th day of July, 1864, and is attested by William H. Ryan and William C. Traphagan, of Jersey City. It is drawn up on an ordinary sheet of note paper, and is remarkable only for its brevity.

PERSONAL INTELLIGENCE.

List of Americans registered in Paris for the week ending February 11, 1869:—New York—Mr. R. Forsyth, Mr. J. B. Andrews, Mr. G. P. Clapp and wife, J. C. Vail, Mr. C. D. De Ford, Mr. and Mrs. F. Lawrence, Mr. and Mrs. Balmforth, Miss C. B. White, Mr. A. J. Adams, Mr. C. W. Field, Mr. G. W. Bartholomew, Mr. A. W. Hearn, Mrs. G. P. Norris, E. B. Abbott, Mr. W. M. Van Schank, Mr. S. D. McPherson. Boston—Mr. F. H. Smith, Mr. and Mrs. L. Gilbert, Miss A. Gilbert, Mr. S. G. Rogers, Dr. and Mrs. A. M. Sumner, Mr. J. Q. A. Warren, Mr. T. W. Lane. Pittsburg—Mr. T. C. Rhoades, M. D.; Mr. H. W. Watson, M. D. Cincinnati—Mr. J. W. Judson, Mr. G. D. Strong, Mr. L. S. Clarke. Delaware—Miss Saunders. Detroit—Mr. J. B. Book. Springfield, Mass.—Mr. and Mrs. P. B. Tyler. Philadelphia—Mr. W. F. Lewis, Mr. C. F. Palmer, wife and child; Mr. B. Orne, Mr. H. Pepper. Cambridge—Mr. T. E. Upham. Worcester, Mass.—J. Marcus Rice, M. D. San Francisco—Mr. H. C. Watson and family, Mr. E. B. Cotter, Mr. and Mrs. D. C. McRuer. St. Louis—J. Archer. Indiana—H. D. Spears. United States—B. R. Winthrop, Jr.

OBITUARY.

Paymaster W. R. Winslow, United States Navy.

A despatch from Washington announces the death, at his residence in that city, on Thursday night, of W. R. Winslow, Paymaster in the United States Navy. The deceased was comparatively a young man. He was born in Massachusetts, his father being the present Commodore Winslow, who greatly distinguished himself during the rebellion by sinking the Confederate steamer Alabama, in the naval engagement off Cherbourg. The subject of this sketch entered the volunteer naval service during the year 1862 as an acting assistant paymaster, and served on board the gunboat Massasoit and other vessels. In 1864 he was appointed an assistant paymaster, ranking with masters in the regular service, and assigned to duty on board the Roanoke, and subsequently on the Saranac. In 1866 he was promoted to the full rank of paymaster, ranking with lieutenant commanders, and was for some time attached to the North Pacific squadron, from which he returned early in 1868. After remaining on waiting orders for several weeks, he was ordered to duty as inspector of clothing and provisions, which duty he was engaged in when his fatal and brief illness carried him off. Paymaster Winslow was an able, conscientious officer, whose death will be a loss to the service.

Samuel Dinsmore.

Our New England exchanges announce the death of this gentleman at Keene, N. H., on Wednesday morning, the 24th inst., in the seventieth year of his age. Mr. Dinsmore was born at Keene in 1799, his father being the well known Samuel Dinsmore, ex-Governor and ex-member of Congress from New Hampshire. The deceased graduated at Dartmouth College when quite a youth, and after studying law began practising his profession in 1822 in his native town. Shortly after he entered political life as a supporter of the democratic party and for four years served as clerk of the State Senate. In 1849, '50 and '51 he was Governor of New Hampshire, he having been elected for the last term by the Legislature in consequence of the troubles which arose in the democratic ranks and which prevented a choice by the people. In 1851 the degree of LL.D. was conferred upon the deceased. Ex-Governor Dinsmore was a gentleman of marked ability and in his private character was a model of purity and integrity. Although he avoided politics for a number of years previous to his death he ever took a deep interest in the welfare of his country.

THE ANDERSONVILLE JAILER.

The Removal of the Remains of Wirz—Their Appearance and Where and When They will Be Reburied—The Head and Other Parts of the Body Missing.

WASHINGTON, Feb. 25, 1869.

The remains of another victim of the late rebellion were taken from their obscure resting place yesterday and prepared for Christian burial in consecrated ground. The bones of Henry Wirz, the Andersonville jailer—or at least the remains of his bones—were exhumed by permission of the President.

The circumstances connected with the arrest, accusation, trial and execution of Captain Wirz are yet too fresh in the public mind to need more than a brief mention now, in recounting the last occurrences that will ever require to be recorded in connection with the ill-fated commander of the rebel prison pen at Andersonville, Ga.

It will be remembered that in the spring of 1865 evidence was obtained by the Bureau of Military Justice which tended to implicate Jeff Davis with the cruelties that were perpetrated in the rebel prisons upon Union soldiers. The evidence indicated that formal orders had been issued by the pretended President of the confederacy directing the practice of these cruelties, and Wirz, who had during the last days of the rebel government been in command of the Andersonville prison, was charged with having received these orders and of carrying them into execution. He was arrested, brought to Washington and lodged in the Old Capitol Prison. Public opinion was so strong against him that it was with the greatest difficulty a lawyer could be found who was willing to brave the storm of popular indignation in defending him. Finally Louis Schade, a lawyer of this city, undertook the thankless task, and throughout Wirz's trial labored zealously in behalf of his client. Wirz was found guilty, by the military commission which tried him, of cruelty towards and the murder of Union prisoners, and was sentenced to be hanged, and on the 10th of November, 1865, he was executed at the Old Capitol Prison.

It was given out publicly that after his execution the body of Wirz was buried in the grounds of the Arsenal; the occurrences during the trial and the scenes at the execution were themes of conversation for a few weeks, and all the circumstances connected with the Andersonville jailer faded from the public mind until the present.

Shortly after the execution Mr. Schade was besought by the wife and children of Wirz to make every effort to obtain his remains, which Mr. Schade did. All his endeavors, however, proved ineffectual. The government authorities, meaning the presiding genius of the War Department, peremptorily refused to allow the body to go into the possession of the relatives. It was eventually ascertained that the remains of Wirz were deposited in the same grave with those of Mrs. Surratt, Payne, Harold, Atzerodt and Booth, in the ammunition store room of one of the Arsenal buildings.

Finding that the President had given permission for the removal of the remains of Mrs. Surratt, Mr. Schade recommenced his efforts to obtain the remains of Wirz. Most of the relatives were residing in distant parts of the country—Mrs. Wirz in Georgia, three stepdaughters at Cadiz, Ky., and one own daughter, a governess in Europe—and were too poor to furnish the necessary means for the funeral; but Mr. Schade, with a few others, made private contributions until enough money was obtained to defray the expenses.

An application was then made for the remains, and yesterday the President gave Mr. Schade an order addressed to Secretary Schofield, directing him to issue the requisite instructions for the delivery of the remains. General Schofield referred the order to Adjutant General Townsend with directions to comply with the President's instructions. An order was then delivered to Mr. Schade, addressed to General Ramsey, commander of the Arsenal, directing him to have delivered to Mr. Louis Schade the remains of Henry Wirz for the purpose of giving them Christian burial in consecrated ground.

Late yesterday afternoon Mr. Schade, with Mr. Berdorf, the undertaker, repaired to the Arsenal and presented the order, which was promptly complied with by General Ramsey. Several laborers were summoned and the coffin was dug up. Unlike the other coffins, this was in a good state of preservation; the wood seemed to be comparatively sound, but the lid was slightly depressed in the middle, as though a heavy weight had fallen upon it. The box was made of white pine boards, and on the lid was nailed a narrow board, painted white, containing the name "Wirz." On opening the coffin the remains were found to be almost entirely decomposed. The body had been buried without a shred of clothing upon it. In the bottom was a quantity of fine wood shavings. The bones were bare of flesh from the knees down, and from the waist to the neck. A little flesh, discolored and dried, still clung to the thighs and lower portion of the frame. The bone of the right arm below the elbow was gone. This was the arm in which Wirz was wounded in the early part of the war. The head looked much flattened and shrivelled, though traces of the features could be distinguished, and the hair and beard yet adhered to the dried skin. As a request had been made for a lock of the hair the undertaker sought to find a tuft to be cleaned and sent to the relatives. In searching for this it was discovered that the skull was missing. On closer inspection it appeared that the head had been skilfully dissected, the skull removed and the flesh sewed up.

It was then recalled to mind that in the early part of 1866 a soldier at the Old Capitol Prison exhibited a skull which he asserted was the skull of Wirz. Very few persons credited the story at the time, but the fact that the skull is now gone would seem to confirm the statement of the soldier. It is known that the arm of Wirz is at present in the Army Medical Museum, formerly Ford's theatre, where it is exhibited to inquiring students in the study of anatomy as a curious specimen of shell wound, as also is a part of the spine; and it is supposed that the skull is in the same collection.

Mr. Schade states that he will make an effort to recover these, inasmuch as the President gave him an order for the whole remains of Wirz, and not a dismembered trunk. The skeleton held so well together that the men placed boards under it and lifted it entire into the new coffin, which is walnut, covered with silver plated ornaments, and quite handsomely finished. No bottle was found in the old box, such as were enclosed with the bodies of the assassination conspirators, but a piece of white paper, resembling the printed blanks on which surgeons make their reports of dissections, was found, which, together with the fact that the skull and bone of the arm were gone, proved conclusively that instead of having been buried after the execution the body had been permitted to fall into the hands of some ambitious sawbones.

The remains were taken this afternoon to the vault at Mount Olivet Cemetery, where they will be kept until Sunday afternoon at three o'clock, which is the time fixed for the funeral. The reburial will be strictly private. None of the relatives of Wirz will attend, notice having been received that they are unable to get here in time. All that are expected to be present are Mr. Schade, Mr. Berdorf, and one or two friends of Wirz who reside in this city. The lot in which the remains will be interred was given by the Cemeterial Board, Wirz having been a Catholic, and the funeral service will be performed by the Rev. Father Boyle, of St. Peter's church, who was his confessor at the execution.

No ornamental stone will be erected over the grave. A simple slab will be placed at its head bearing the name and age of the deceased. This done and the world will have said farewell to Wirz, the Andersonville jailer, and whether he was guilty of the heinous crimes of which he was convicted or not let God be his judge.