NEW YORK CITY.

THE COURTS.

UNITED STATES DISTRICT COURT—IN ADMIRALTY.

Alleged Fraudulent Wrong Delivery of Cotton.

Before Judge Blatchford.

In the United States District Court in Admiralty the suit of Billopp Seaman vs. The Steamship Thames has been decided.

This was a suit brought by the libellant to recover from the owners of the steamship the value of a quantity of cotton shipped on the vessel at Savannah and wrongly delivered at this port to the firm of Bennett, Van Pelt & Co.

The Court holds that the proofs show that the cotton was wrongly delivered through the frauds of Gilbert S. and James C. Van Pelt, and the negligence of those having charge of the delivery of the cotton from the Thames in not discovering these frauds.

A decree is therefore ordered for the libellant, awarding him $8,300, with interest and costs.

UNITED STATES DISTRICT COURT—IN BANKRUPTCY.

An Involuntary Bankruptcy Case—Decision.

Before Judge Blatchford.

The involuntary bankruptcy case of Henry A. Garrett and other creditors vs. Henry E. Dibblee, debtor, came on for jury trial yesterday. The jury found that Dibblee had, knowing himself to be insolvent, suffered a portion of his assets to be seized by the Sheriff, to the detriment of many of his creditors, and in violation of the provisions of the Bankruptcy act. The Court, on rendition of the verdict, reserved judgment.

UNITED STATES COMMISSIONERS' COURT.

An Alleged Forgery Case.

Before Commissioner Betts.

The United States vs. Willet Ferguson.—The defendant in this case was a witness on the part of McHenry, convicted a few evenings ago of perjury, in falsely swearing against Commissioner Rollins and Deputy Commissioner Hartland. Mr. Samuel N. Pike, one of the principal witnesses in the case of the United States vs. Rollins, now charges by affidavit that the defendant, Ferguson, committed perjury in the McHenry case. The Commissioner held him for trial in $10,000.

SUPREME COURT—CHAMBERS.

Alleged Conspiracy and Defamation of Character—James Fisk, Jr., Malignes—Motion to Vacate an Order of Arrest.

Before Judge Cardozo.

James Fisk, Jr., vs. William M. White, C. S. Bushnell, Louis H. Bristol and Elihu Sperry.—The defendants are all non-residents of this State, and the defendant Bushnell was arrested a short time since and held to bail in this action in the sum of $20,000. He gave the required bail, and is now at liberty so far as his person is concerned, but yesterday he moved before this court to have the order of arrest issued against him vacated. No complaint has yet been served in the action, and the motion was made upon the affidavits upon which the order was granted, and was opposed merely on the same papers. Mr. Fisk wants relief of some sort; but, as the complaint has not been drawn, it does not appear what he wants in particular, but he assumes, at least, that the defendants have damaged his reputation. The defendant Elihu Sperry, it will be recollected, some time since figured, together with his wife, Anna, as plaintiffs in a suit brought against the Erie Railway Company in the United States Court as holders of sixty-four shares of the preferred and common stock of the company. They claimed that the road was improperly managed, &c., and that by such mismanagement they were deprived of dividends which would otherwise have accrued to them, &c.

The order of arrest was issued on the affidavits of George W. Rust and Mortimer Smith. The affidavit of Rust sets out that in April last he went to Connecticut, by direction of the plaintiff and Jay Gould, upon information received, to ascertain from said Sperry and his wife whether the action in which they were plaintiffs was brought by them in good faith and in their own interest; that Sperry and his wife are both persons of upwards of sixty years of age; that Sperry stated to deponent that he had no suit against the Erie Railway Company, but that C. S. Bushnell, W. M. White and Louis H. Bristol had called upon him (Sperry) and wife and had requested from them permission to use their stock in an action they desired to bring against the Erie Railway Company, stating that Bushnell had had a difficulty with James Fisk, Jr., in relation to the Union Pacific Railroad, and desired to bring a suit against the Erie Railway Company. They also desired the right to use the names of Mr. and Mrs. Sperry as plaintiffs in the action, and stated that they would guarantee them against all loss by the transaction; that White should have the privilege of using the stock for one year and the right to buy it at any time before that period had expired, at par; but that any profits accruing should be for the benefit of White. Sperry also furnished subsequently to deponent a copy of the agreement made in pursuance of such conversation between W. M. White, Anna Sperry and Elihu Sperry, by which the two Sperrys agreed that the said White should have the use of the stock for twelve months, with the option to take the said shares at any time within twelve months, paying therefor $—, and that for the period of one year from date (April 5) they would not sell or dispose of said stock except to said White, &c. Deponent further says that Sperry was greatly alarmed when informed that Mr. Gould was about to bring an action against them, and asked deponent if there was no way in which this thing could be fixed; that deponent recommended said Sperry to communicate with Jay Gould on the subject; that deponent subsequently telegraphed to said Sperry from New York, and received no answer from him in relation to the matter; that about the 3d day of May last deponent heard that Sperry was in New York, and upon calling on him with a view to obtain further information Sperry was somewhat defiant in his manner, said that he was secured against all loss or harm by the agreement made, and that Oakes Ames and Bushnell were his backers, and that they were good backers. Bushnell witnessed the agreement referred to, which was a power of attorney to Bristol in behalf of White.

The affidavit of Mortimer Smith set forth that he was an employé of the Erie Railway Company and was familiar with its business and management, and that the charge made in the Sperry complaint that the defendants in that action, Fisk, Gould and Lane, had "used the earnings of the company for speculations and adventures foreign to the purposes for which the company was formed, and not authorized by its charter," and that they were using said funds for their individual benefit and profit, had greatly injured the said Erie Railway Company and the said Fisk.

It was claimed, on behalf of the defendants, by ex-Judge Emott, that the allegations were, in any event, privileged, as being made in a regular judicial proceeding, and that until the determination of that suit this action could not be brought, and the rights and relations of all the parties must be continued by the instrument—the complaint in the United States Court—in which the charges were made. That action was brought for the enforcement and protection of a substantial right, by a stockholder. If this agreement were actually made, he presumed it would not be denied that the defendants must stand or fall by it.

It was claimed substantially by Messrs. Stoughton and Seward in opposition that this was not a matter of privilege. The charges made in that complaint that the directors of the Erie Railway Company were guilty of embezzlement or misappropriation were not a necessary part of that complaint in the plaintiff's effort to protect his rights in relation to the payment of the interest on his stock, and the case was one of conspiracy, the object being to injure this plaintiff's reputation by making these charges against him, under cover of legal proceedings and to secure the publication of the same in the newspapers. If such a course were recognized it would be easy to procure any man to bring an action for the enforcement of a remedy against a second party, with the understanding that this second party should be dealt with very leniently, while a third party more remotely connected, or not connected at all with the second party, might be charged with the commission of all manner of crimes, under the plea that it was in a judicial proceeding and therefore privileged.

Mr. Emott had not replied at the adjournment of court, but will be heard this morning.

SUPERIOR COURT—SPECIAL TERM.

The Bishop Divorce Case—Motion to Punish Mr. Bishop for Contempt.

Before Judge McCunn.

Eleanor F. Bishop vs. Nathaniel C. Bishop.—This celebrated old divorce case, which it will be remembered figured so extensively in the courts about two years since, was up again yesterday on a motion to punish the defendant, Mr. Bishop, for contempt of court, in neglecting and refusing to pay the alimony decreed for the support of the plaintiff. The amount of alimony was fixed at fifty dollars per month, and Mrs. Bishop, in her affidavit, alleges that he has not paid her anything during the past fifteen months, that she is in severe pecuniary straits, and depending almost wholly upon the kindness of friends for support of herself and child, and that he has expended large sums of money in hiring detectives to watch her. The defendant swears that he is not able to pay her the alimony decreed, as he is not worth anything pecuniarily; that the plaintiff is not reduced to a condition of poverty; that she had compelled him, by her extravagance, to go into bankruptcy, and that he has been sued for a board bill incurred by her amounting to upwards of $420. The Court took the papers, reserving decision.

The Ludington Habeas Corpus Case.

In re Moses E. Ludington.—This was a habeas corpus to have Moses E. Ludington, now imprisoned without bail on an indictment for obtaining goods by false pretences, admitted to bail. The charge in the indictment is that he represented himself to have a stock of goods worth $25,000 in Chicago, when he had not, and that his indebtedness was but a note of $6,300 due his former partner January 1, 1869, while in reality he owed $14,000 to him. In what are called "tight" notes. His counsel stated that in February, 1868, he had come to New York and purchased about $25,000 worth of goods, giving notes at one, two, three and four months; that the goods were delayed on their way to Chicago three or four weeks, until it was nearly time to meet the first notes. That the New York creditors then went on to Chicago and pressed Mr. Ludington into bankruptcy. That he was then arrested by the United States Marshal in Chicago and kidnapped from his custody to New York. In New York he was arrested on a criminal proceeding out of the State courts. He was discharged under this by Judge Russell, but meanwhile a civil suit was commenced, and Ludington arrested in the hands of the United States Marshal and taken to Ludlow street jail, where he was detained for many months. Ultimately he was discharged by Judge Jones on insolvent proceedings. Here again he was arrested on a new indictment and committed without bail.

Judge McCunn said he considered such a commitment in such a case contrary to the constitution.

Counsel proceeded to state that they had appealed to Judge Bedford to fix the amount of bail, and he had declined to do so.

Mr. Blunt claimed this made the case *res adjudicata*.

Judge McCunn said there could be no such thing in habeas corpus matters such as this.

After some further discussion the Court took the papers, reserving his decision.

SUPERIOR COURT.

Important Bank Suit—Opinion of Judge McCunn.

Before Judge McCunn.

William W. Lowry and Robert J. Lowry vs. William H. Inman.—This is an action in which a stockholder in the Northwestern Bank of Georgia was sued in the Superior Court of this city on a section of the act incorporating the bank which provided that without any action against the stockholder his private property should be bound by a judgement against the bank, and that the Sheriff should levy the execution against the bank on that private property in satisfaction of judgement against the bank.

It was held—First, that this section imposes no personal liability on the stockholder which may be made the ground of an action against him.

Secondly, that this section is a mere regulation of the remedy, and has no force or effect beyond the territory of Georgia.

And thirdly, that even though the section imposes a personal liability on the stockholder it at the same time provides a remedy for enforcing that liability, that the remedy so provided is exclusive, and the stockholder cannot be pursued here in a form and by an action different from that provided in the section.

OPINION.

After hearing argument in the case Judge McCunn has rendered the following opinion:—

Notwithstanding the doubt suggested in Whitford vs. Panama Railroad Company, 23 New York, 465, and in Patterson vs. Baker, 50 Barbour, 432, and the positive dictum in Bullard vs. Bell, 1 Mason, 243; Bank of the United States vs. Dallam, 4 Dauna, 574; Lane vs. Morris, 10 Georgia, 164, and Thornton vs. Lane, 11 Georgia, 497—notwithstanding the adverse opinions of these very respectable authorities, I shall assume, on the precedent of *ex parte*, Van Riper, 20 Wendell, 616, that a statutory liability created by the positive law of a State is not necessarily restricted in its operations to the territory of that State, but, partaking of the nature of a contract, is efficacious everywhere if valid, according to the *lex loci contractus*, and may be asserted and enforced in any tribunal to the jurisdiction of which the defendant may be amenable. But, laying this difficulty out of the case, I am unable to understand, after the most attentive examination, that the above recited section imposes any personal liability whatever on the defendant. On the contrary, it is manifest, as well from the express provisions as from the general scope of the section, that its effect is merely to bind the property of the defendant, so as to subject it to execution on a judgment against the bank. And this construction, which would obviously result from the phraseology of the section, even in the absence of any negative clause, is confirmed by the provision that the property of the stockholder may be taken under execution against the bank, without the necessity of an action against him. We are not to assume that these words are a needless and nugatory pleonasm; we are to accept them in some sense, and if they mean anything they are intended to preclude the inference of a liability on the part of the stockholder to a personal action at suit of a creditor of the Corporation. No doubt the qualification was inserted for the benefit of the creditor, that he might be secured a more expeditious remedy than by action against the individual stockholder; but with its object we have no concern, while its effect is to obviate an action against the defendant. The section, so far as it subjects the stockholder to any responsibility for the corporate debts, as well as in other important particulars, is manifestly in derogation of the common law, and by all authorities must be restrained in its operation by a strict construction (1 Parsons on Contracts, 145). Hence, whatever may be our speculative opinion as to the policy of the Legislature in enacting the section, we are not at liberty to extend its effect beyond its literal terms, by enlarging and aggravating the liability of the stockholder; and if besides the lien imposed upon the property of the stockholder by the provisions of the section, we should so interpret it as to charge him with a personal liability, we should subject him to a burden from which, under the words of the charter, he is clearly exempt. Nor because under certain imperceivable circumstances the remedy of the creditor would be illusory in the absence of a right of action against the stockholder, is it incumbent upon the courts of this State to supplement and reinforce the defective legislation of a foreign government. The argument of inconvenience should be addressed to the Legislature of Georgia, to induce an amendment of the statute, and is of no relevancy or weight with a court whose duty is simply to declare its legitimate construction. (Broom's Comm., p. 5.) In my view, the legal construction of the section in controversy is, that it does not impose on the defendant a liability which may be made the ground of an action *in personam* against him; but that it only charges and binds his property so as to subject it to execution in satisfaction of a judgment against the bank. The only effect of the statute is to bind the property of the individual corporator, and to bind it *sub modo* only, *i. e.*, by subjecting it to levy on on execution against the corporation. Surely, it is beyond the competency of this court to expand so narrow and restricted a liability into an absolute personal responsibility for the debts of the bank, which may be enforced any and every where by action *in personam* against the defendant. If it had been the design of the Legislature of Georgia to charge the person as well as the property of the stockholder they would have so provided, whereas, on the contrary, they have carefully restricted his liability to the hazard of an execution against his property, and have in terms negatived a right to redress against him by personal action. It is evident that no action against the defendant could be founded on this statute in the courts of Georgia, and *a fortiori* he cannot be pursued personally in the tribunals of this State. The distinction between a personal liability capable of enforcement by action *in personam* and a mere right of recourse against property which can be realized only by a proceeding *in rem* is too obvious and familiar to require illustration. If any authority were needed to establish that the latter liability is insufficient to support an action it might be found in Melan vs. Duke of Fitz James, 1 Bos. & Pul., 138. Contemplating the section under review, in all its parts and provisions, I see very plainly that it is nothing else than a mode of execution prescribed by the Legislature of Georgia, in its terms the section imports no other or larger operation. Assuming a judgment already rendered against the bank at suit of a corporate creditor, it proceeds to designate in what manner and by what means that judgment shall be satisfied. And it is extremely material to observe that in prescribing the mode of satisfaction, the phraseology of the section is couched, not as a concession of right to the creditor, but in the style of mandate to the Sheriff, "it shall be the duty," &c. In a word, by the statute the Legislature of Georgia provided a remedy only, and imposed on its own ministerial officer the duty of enforcing the remedy. Now, such a statute is of no recognition or effect beyond the territory of the State enacting it, and any right or obligation it may seem to imply cannot be made the basis of action in a foreign tribunal. As a lien upon property it is inoperative beyond the jurisdiction of the court. Story on Conf. of Laws, sections 539, 546, 547; De Witt vs. Barrett, 3 Barb., 84. It relates exclusively *ad litis ordinationem*, and outside the territory of Georgia is a mere nullity. Wheaton, Inter. Law, 139; Story on the Confl. of Laws, section 556; 2 Kent's Comm., 539 (edition 1866); Brown's Comm., 45, 46; Westlake, Private Inter. Law, art. 468; also art. 169, Watriss vs. Pierce, 32 N. H., 582; Titus vs. Hobart, 5 Mason, 379; Pickering vs. Fisk, 6 Verm., 102; Donn vs. Lippman, 5 Cl. & Fin. 11. But apart from all this, and even though it be conceded to the plaintiffs that the section in dispute does impose a liability on the defendant, which, under circumstances, might found an action *in personam* against him, there still remains an insuperable bar to their recovery in this action and in this tribunal. It is an ancient and incontrovertible principle of the common law that when a statute creates a right, and at the same time provides a remedy for the vindication of that right, the party seeking to enforce the right is restricted to the statutory remedy, and has no other redress. Chancellor Walworth thus propounds the rule in Renwick vs. Morris, 7 Hill, 575:—"When a new right is given by the statute, and a remedy given for the violation of it, the party is confined to this remedy." So Mr. Justice Bronson, in Stanford vs. Ingersoll, 3 Hill, 40, says:—"If a statute create a right which did not exist before, and prescribes a remedy for the violation of it, that remedy must be pursued." And Chief Justice Savage, in McKeon vs. Caferty, 3 Wend., 495:—"Without the aid of the statute no action at all would lie; the statute remedy must therefore be pursued." Lord Tenterden in Rochester vs Bridges, 1, B. & A., 847:—"When an act creates an obligation and enforces the performance in a particular manner, we take it to be a general rule that performance cannot be enforced in any other manner." Lord Campbell, C. J., in Couch vs. Steel, 3 El. and Bl. 44:—"In the present case, if the statute had prescribed a particular mode of recovery, undoubtedly that mode of recovery only could be adopted." To the same effect are the following cases:—Dudley vs. Mahew, 3 N. Y. 9; Hardman vs. Brown, 39 N. Y., 196; Smith vs. Lockwood, 13 Barb., 209; The Eastern Arch. Company vs. The Queen, 2 El., 4 Bl.; The People vs. Hazard, 4 Hill, 209; Alvey vs. Harris, 5 John., 175; Calkins vs. Baldwin, 4 Johns., 667; Comyn Digest, action on statute, C. Smith, on Stat. and Cons.; Construction, sections 661, 666, 667, Dwarris on Stat. 697. The application of the rule thus expounded and illustrated is decisive against the present action. It appears in the complaint that the Northwestern Bank of Georgia is a corporation. At common law, and independently of any statute provision, the defendant, as a stockholder, is not liable, in his private capacity, for the debts of the corporation. "Incorporated companies," says Chancellor Kent, "though constituted expressly for the purposes of trade, are not partnerships within the presumption of the law of partnership, and the stockholders are not personally responsible for the company's debts or engagements, and their property is affected only to the extent of their interest in the company. To render them personally liable requires an express provision in the act of incorporation (3 Comm., 26, An. and Am. on Corporations, 38 and n. 597, 602, and n. 613; 1 Parsons on Cont., 143, Gray vs. Coffin, 9 Cush., 199; Whitman vs. Cox, 13 Shepley, 338; Guskill vs. Dudley, Metc., 551; Ericksen vs. Nesmith, 4 Allen, 223 L. C., 15 Gray; Patterson vs. Baker, 50 Bart. Whatever right of recourse may exist against the defendant personally for the debts of the bank is created by the section of the charter recited in the complaint; but the same section, at the same time, prescribes a particular remedy for asserting the right. The statute that imposes the liability provides a specific method of enforcing it. The right and the remedy are created together and are inseparable, and the creditor can realize his right in no other way than as prescribed by the statute. But the present action is not the form of remedy provided by the statute; and indeed from its nature that remedy is incapable of enforcement or execution beyond the territory of the State of Georgia. And this evidently was the intention of the Legislature of Georgia, since they provided in the charter that none but citizens of Georgia should subscribe for or own stock in the bank. Ericksen vs. Nesmith, 15 Gray, 221; S. C., 4 Allen, 233, and Summer vs. Marcy, 3 W. and M., 106, are explicitly in point. Halsey vs. McLean, 12 Allen, 438; Drinkwater vs. Portland Marine Company, 18 Maine, 35, and Winter vs. Baker, 50 Bab., 432, if not direct authorities, yet establish and illustrate the principle on which this decision hinges. The alternative and subordinate ground on which, in argument, the plaintiff's counsel attempted to substantiate the action, *i. e.*, that the notice on the bank bill to the effect "that the property of the stockholders was liable to the holders of said bills" is clearly untenable. In the first place the notice on the back of the bills purports, in terms, to bind only the property of stockholders, and conveys no intimation of a personal responsibility. Indeed, the notice strongly corroborates that construction of the charter which excludes the inference of a right of action against the defendant. In the second place the notice emanates from the corporation, and the defendant, as cashier, is not chargeable with the acts and declarations of his principal. And finally the endorsement on the bills has reference to the liability created and defined by the charter of the bank, of which the billholder was presumed cognizant, and cannot be construed as involving any greater liability than is imposed by the charter or assumed by the terms of the endorsement. On these grounds the demurrer is sustained and judgment must be entered for the defendant with costs.

COURT OF COMMON PLEAS—EQUITY BRANCH.

Important Lease Suit.

Before Judge Daly.

Roberts vs. Geis and Others.—This action was brought by William R. Roberts, of Fenian notoriety, against Francis J. Geis and three others (a committee appointed by the proposed incorporators of the Germania Bank) to recover $10,000, the purchase price of a lease.

It seems that about the beginning of January last the defendants, in pursuit of a place of business for their bank, called upon Mr. Roberts, who offered to lease his premises, No. 252 Bowery, or to sell his lease for the unexpired term of three years and two months (including in the sale a quantity of store fixtures, &c.), for the sum of $10,000. The defendants on a second interview on the same day agreed to purchase the lease for the consideration of $10,000, and a contract in writing, dated January 9, 1869, which is now sought to be enforced, was executed and delivered, the defendants paying $5,000 earnest and agreeing to take title and pay balance, $9,500, on the 1st of March ensuing. Before the execution of the contract the lease in question was handed to the defendant Geis, who read some of its provisions to his associates, which was the only knowledge either of the defendants had of its contents. The lease contained restrictions as to the nature of the business to be carried on in the premises, embracing the usual occupations included in such covenants. Also a covenant that in case an assignment or transfer should be made without the consent in writing of the landlord or his legal representatives or assigns, he or they should have the right of re-entry and forfeiture at their option. By the terms of the contract the defendants were to take the lease subject to all restrictions therein contained; but the plaintiff in express terms guaranteed the possession of the premises and the lease for the unexpired term. Evidence was introduced by the defendants that the plaintiff expressly asserted his right to sell the lease, and also that the defendants could make desired alterations to fit the premises for the business of a bank, and that no objection would be made to their occupation for any legitimate business. On behalf of the defendants it was shown that the present landlord notified the defendant Geis that he would not consent to the transfer of the lease to them; that he would eject them if they entered, and would not consent to their making alterations of any kind. The question in the case is whether by the terms of the contract the defendants are compelled to take the paper which they have inspected, subject to all its conditions, paying $10,000 therefor, or whether by by the terms of the contract the plaintiff must first obtain the landlord's consent and do every other act necessary to vest in the defendants a valid lease and the actual and beneficial possession of the premises for the unexpired term. The case is an exceedingly nice one. In case the plaintiff succeeds the defendants will be compelled to pay $10,000 for no equivalent, while, on the other hand, should he fail he will lose the value of the premises for the interval.

Decision reserved. For the plaintiff, E. S. Van Winkle and Frederick Smyth; for the defendants, A. F. & W. H. Kirchels and Jacob A. Gross.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS.—Nos. 135, 175, 184, 220, 237, 242, 259, 263, 272, 273, 278, 309.

MARINE COURT—TRIAL TERM.—Nos. 3053, 2902, 3055, 356.

CITY INTELLIGENCE.

THE WEATHER.—The following record will show the changes in the temperature for the past twenty-four hours, in comparison with the corresponding day last year, as indicated by the thermometer at Hudnut's pharmacy, HERALD building, Broadway, corner of Ann street:—

	1868.	1869.		1868.	1869.
3 A. M.	59	76	3 P. M.	76	75
6 A. M.	61	76	6 P. M.	72	72
9 A. M.	65	77	9 P. M.	69	70
12 M.	70	78	12 P. M.	60	69

Average temperature yesterday.....73

Average temperature for corresponding day last year.....66½

SUDDEN DEATH.—Theodore Clarke, a colored man, who has been ill for some time past, died suddenly yesterday at No. 38 Baxter street. Coroner Keenan was notified to hold an inquest on the body.

AWARDS FOR THE CHURCH STREET EXTENSION.—The Comptroller has made arrangements to commence immediately the adjustment of the claims for the awards of damages on the Church street extension.

DROWNED.—A man named Jeremiah Conrell fell overboard at the foot of Twenty-fourth street, North river, on Tuesday evening, and was drowned. Search being made, the body was subsequently recovered and Coroner Rollins notified to hold an inquest.

THE PUBLIC MONEYS.—The City Chamberlain yesterday paid to the Comptroller the sum of $8,416 81, being the interest accruing on the public moneys in his hands during the month of May. This makes the amount paid into the fund since the Chamberlain commenced paying over the interest almost $140,000.

A NEW HOSTELRIE.—"Dennis," a well known and favorite former attaché of Delmonico's, has opened the house No. 5 East Twelfth street and furnished it in first class style as a restaurant and private hotel, with rooms, *en suite* or singly. Dennis has a host of friends among the patrons of his former employers and will be *au fait* in the management of his new establishment.

AID FOR THE PATRIOT CUBANS.—"Cuba, Her Past, Present and Future," will be the subject of a lecture to be delivered this evening by William Parsons, at the Brooklyn Athenæum, in aid of the sick and wounded of the Cuban patriot army. The entertainment will be under the auspices of the Cuban Ladies' Relief Association and a number of *tableaux vivants* will be among the attractions.

EXHIBITION AT GRAMMAR SCHOOL NO. 38.—There was a large attendance yesterday afternoon at the above school on the occasion of diplomas being awarded to sixteen young lady graduates, who quit it to-day. The exercises were well gone through, and consisted of vocal exhibitions, recitations and compositions. Addresses were made by Messrs. Girard and Russel, and a valedictory given by one of the class.

FIRE MARSHAL'S REPORT.—The Fire Marshal's monthly report to the Board of Police shows that during the month of May there were fifty-eight fires and fifteen false alarms in this city, and thirty-two fires in Brooklyn. Of the fires in this city there were three in which the loss was over $5,000, one in which the loss exceeded $10,000, one in which the loss exceeded $50,000 and one in which the loss was over $100,000. The total losses in stock and buildings were $229,000.

THE POLICE BOARD.—This Board held a session yesterday, when numerous judgments were given in cases of offences committed by officers. Thomas W. Joyce, Fourteenth precinct, Ferdinand Kelly, Sixth precinct, and William Hawkins, Forty-third precinct, were dismissed from the force. The latter, it will be remembered, was tried on Monday for endeavoring to force his way into a citizen's house with an empty coffin, insulting the occupants and denouncing one of the ladies, whom he arrested, as a buck-toothed dog. Officer Corrougher, of the Fifteenth precinct, who was tried on the charge of attempting to kidnap a little girl, was honorably acquitted. The other business of the session was of a routine and unimportant character.

EXCISE TRIALS.—A session of the Board of Excise was held yesterday, President Bosworth in the chair. Mr. Manierre reported in favor of granting 621 new licenses in New York, 139 in Brooklyn and three in Richmond county. Louis Wesseman, No. 79 Canal street, was charged with not being effectually closed on the 23d May. Sergeant Sandford, of the Tenth precinct, being the complainant. License not revoked. Frederick Haushalter, No. 219 Centre street, selling liquor on the 23d of May. A female, whose husband is in the habit of frequenting the place, was the complaining witness. She saw her husband drink and pay for a glass of lager a little before nine o'clock in the morning. License revoked. The case of Robert Harrison, No. 57 Macdougal street, was adjourned for two weeks.

POLICE INTELLIGENCE.

RECEIVING STOLEN GOODS.—Edward F. Keen, a junk dealer doing business at No. 87 Jackson street, was arraigned before Justice Mansfield yesterday, at Essex Market Police Court, on a charge of receiving goods, knowing them to be stolen. Mr. J. H. Andrews, of 414 Water street, was the complainant, and he stated that on the 22d of May three sails were stolen from the steamship Florida, as she lay in the Erie basin, Brooklyn. After searching for the sails they were finally found in the prisoner's store. Keen gave bail to appear for examination.

ASSAULTED WITH A HATCHET.—Ernest Stalman, of 119 Forsyth street, appeared before Justice Ledwith, at the Jefferson Market Police Court yesterday, and accused Henry Schultz, a fellow workman, of striking him on Monday in the face with a hatchet. It was hardly necessary to make many inquiries in reference to the felonious assault being committed, as complainant's face was terribly battered, one eye being nearly closed and his forehead, face and cheeks of many bruises and lacerations. The outrage was proven against Henry and he was committed to answer the charge at the Court of General Sessions in default of $500 bail.

CHARGE OF FORGERY.—Thomas J. Radcliffe was yesterday arrested and committed by Judge Hogan, at the Tombs, to answer a charge of forgery. The complainant, George C. Soren, broker at No. 2 Rector street, states that on the 10th of October, 1868, he cashed for the accused a draft for $138 66, purporting to be drawn by McClune & Holden, of the Home Bank of Bloomington, Ill., on the National Park Bank of this city to the order of Samuel Strauss, and to have been certified by the Park Bank. Ascertaining the draft to be a forgery, a warrant was issued on the 16th of last January for the arrest of the accused, but his arrest was not accomplished until yesterday. The accused says that he obtained this draft from a man named Allen, who has since been arrested and sentenced four years to State Prison for passing fraudulent checks.

OBTAINING MONEY BY TRICK AND DEVICE.—Mr. William Ward, doing business as a wholesale meat dealer at stand No. 412 West Washington Market, appeared yesterday before Justice Mansfield at Essex Market Police Court, and preferred a charge of obtaining money by trick and device against a butcher named Elias Levy. From the statement of the complainant it appears that on the 2d of April Levy went to him and asked for a loan of $300. Mr. Ward refused to advance the money, but Levy proposed that he should give him (Levy) a check on his bankers for the amount, dated fifteen days ahead, promising before the expiration of this time to send Ward sufficient meat to amount to $300. Mr. Ward agreed to this, and gave Levy a check for $300 on the National Exchange Bank, dated according to agreement. Mr. Ward states that since he gave Levy the check he has never received the meat, and that he believes that it was his intention to defraud him. Levy denies any such intention, but gave bail to answer.

THE "FRIENDSHIP" OF THE PERIOD.—Peter Murphy appeared before Justice Ledwith at the Jefferson Market Police Court yesterday and made a complaint against an "old friend," John Pentony, who had robbed him of $140. Murphy told his story in this wise:—He was the superintendent of the Sing Sing gas works and had visited the city on Tuesday to transact important business. This he did with an eye single to the importance of the duty, but after his mind was disembarrassed with the object of his journey hitherward memory revived recollections of a pleasant nature—of the days when he resided in "old New York"—and, in the best of all possible spirits, he determined to seek the friends of days long gone. He found them, and it proved unfortunate that he did, inasmuch as he journeyed back to the gas works of Sing Sing, "broke" and in exceedingly bad humor. The first place visited by him in quest of those to gratify his laudable desire was an ale house on Sixth avenue, thence to others of like character, in one of which he met the accused, Pentony. "Just the man I have been looking for," exclaimed complainant, and then the old story was told. The meeting proved, apparently, of mutual pleasure; they talked over the times they lived together, the "good old days," and then started to see other boys of their younger years. On this mission they passed a barber shop in West Fortieth street, and Peter thought it best to get "shaved." The process was conducted by two artists; first by the person that lathered him and made smooth his hardy cheek, and secondly by his old friend. Getting up from his chair, Peter went to his pocket, took out the well filled wallet and, after obtaining the sum of ten cents to pay expenses incurred, laid it upon the counter for a second, and in that second John "nipped" it and made the quickest time on record up the street. He was immediately followed by an excited crowd, as the alarm was quickly given, and soon the fugitive was caught; but the pocketbook and $140 had taken wings and flown to parts unknown. This was the substance of complainant's touching story, and he concluded by "thinking it was too bad a friend should rob him." The accused, in his informal examination, said that he was twenty-two years of age, born in New York, lived at No. 259 West Twenty-ninth street, was a worker in iron railings and not guilty of the charge. He was committed to answer, in default of $1,000 bail, at the Court of General Sessions.

BOARD OF HEALTH.

Stirring Up Contractor Whiting—Slaughter of Calves—Bergh to the Rescue—An Essay on Fashion.

The regular weekly session of the Board of Health was held yesterday, President George B. Lincoln in the chair, and a full Board present, with the exception of Commissioner Stone.

It was ordered that the street cleaning contractor be instructed to remove all filth and garbage on Thompson street that may have collected there in consequence of the Seventh Avenue Railway track, and that the company be ordered to remove all obstructions they may have left upon the street.

On motion of Mr. Manierre, it was decided to hold a meeting of the Board of Estimates on the 9th of June, and the Secretary was instructed to notify the Mayors of New York and Brooklyn of such decision.

Mr. Manierre reported that the towns of Rye, Ossiflee, Cortland and Greenburg had not collected the assessments of the Board of Estimates.

The Sanitary Superintendent reported in favor of the granting of a permit to Messrs. Allerton Brother to construct a first class abattoir on the North river, foot of Forty-first street, for the slaughter of hogs over the water, provided he complies with all the rules of the Board in point of sewerage, &c. Mr. Allerton stated that he proposed to have the work constructed within a year. The Board took no action in the matter, leaving it open for the former to proceed with the work.

The following letter was read from Mr. Henry Bergh:—

NEW YORK, June 1, 1869.

MR. GEO. B. LINCOLN:—

DEAR SIR.—One of the most atrocious forms of deliberate cruelty to dumb, defenceless creatures is that of bleeding calves simply to gratify the sight of the gourmand while eating the flesh of these animals. It is not pretended that this hideous process is necessary to the safety of the consumer, or even that the flavor of the viand is improved thereby; it has its origin in a vitiated fancy and a semi-idiotic caprice of fashion. Shall we longer turn a deaf ear to the prolonged agony of these unoffending beings merely to indulge this depraved taste? Were life and sensibility given to these creatures by the Omnipotent to be tortured day after day by the knife of the butcher, who in obedience to this senseless and cruel mandate of fashion, opens the veins and sets the crimson life current slowly flowing solely to furnish an additional zest to the appetite? Is it prudent to endanger the health of the community by a system of slaughter—I had almost said murder—which science has long ago asserted corrupts the flesh and renders it dangerous as an article of food? Humane and honorable butchers have called on me and expressed their willingness to aid this society in putting an end to this abominable practice, and I would respectfully ask for the adoption of an order on the part of the honorable Health Board for its suppression.

I have the honor to be your obedient servant,

HENRY BERGH.

The communication of the President of the Society for the Prevention of Cruelty to Animals was referred to the Sanitary Committee, and the Board adjourned until next Wednesday.

POST OFFICE APPOINTMENTS.

General P. H. Jones, Postmaster, has made the following appointments of superintendents of stations, to go into effect immediately:—Station A, Edward Hallock, reappointed; station B, E. Wetherell, vice Henry L. Dexter; station C, Sewell A. Dodge, vice William A. Syms; station D, William A. Reed, reappointed; station E, Eugene Soulleyet, vice C. T. Williamson; station F, Thomas J. Kelly, vice John W. Brady; station G, B. T. Morgan, vice W. E. McDonough; station H, Jacob T. Van Winkle, vice Michael Halloran; station L, William E. Palsor, reappointed; station O, Theodore Karner, vice D L Robbins. A number of carriers have received their commissions, and are awaiting confirmation by the medical board before whom they are to be examined.

THE TWENTY-THIRD STREET RAILROAD.

Sale of the Franchise—Mayor Hall as an Auctioneer—Fisk, Jr., Does Not Become a Purchaser.

In the Governor's room, in the City Hall, yesterday at noon, there was assembled an unusual crowd of moneyed men, party leaders, railroad people, small politicians, "repeaters" and others to "assist" at the sale of the franchise for the Twenty-third Street Railroad. The moneyed men, that is men who are engaged in purely commercial pursuits, were far in the minority; the party leaders were few, of course, as there are but a few; the railroad men were also few, the small politicians were many, the "repeaters" were well represented and the others comprised gentlemen of the press and a few other gentlemen who came through curiosity to look on. Conspicuous among those present were the Commissioners of the Sinking Fund, under whose directions the sale was held, comprising the Mayor, A. Oakey Hall; the Comptroller, R. B. Connolly; the Recorder, John K. Hackett, Chairman of the Finance Committee of the Board of Aldermen, John Moore, and the Chairman of the Finance Committee of the Board of Assistant Aldermen, Peter Cullen. The irrepressible impressario, Fisk, Jr., was on hand, among other "solid" men, who, in accordance with Assemblyman Campbell's suggestion, always "go to the front." The invincible Tweed was also present, looking, no doubt, to find the men who would be successful in obtaining permission to place obstructions in a street and whom the Street Department could not worry. Deputy Chamberlain Hugh Smith had an eye open for the man or many men who should pour a drop or two into the city treasury. George Roome was around seeing that nobody stood on more than one chair at a time and that the furniture was as well cared for as such a congregation could be expected to care for it.

Noon had passed. A large number of the small politicians and their friends were examining with interest the painting of the "Return of the Sixty ninth Regiment," others were viewing the historical relics and paintings in the room; Fisk, Jr., was quietly admiring his patent leather shoes; Mr. Dikeman, Secretary of the Sinking Fund Commissioners, was standing in most ministerial style, with benignity beaming through his golden cased spectacles, and everybody was wondering why the sale did not begin, when Mayor Hall mounted one of the chairs in which some member of the first United Congress sat. The elevation of the Mayor was the signal for a rush for places (not the first time, by the way; but in the present instance the places sought were not offices). Mayor Hall adjusted his eye glasses a little more firmly, brushed a shining lock up from his forehead, put out both arms so that his nobby sleeve buttons came well in sight, then worked his mustache once or twice and said:—

"Gentlemen, the Commissioners have waited a little over the time to allow the pilgrims to the City Hall Mecca an opportunity to bid on this railroad franchise. The Commissioners of the Sinking Fund had held an adjourned meeting and determined to have the sale here in the Governor's room, and in pursuance of the notice published we are here. You have all read the notice, I presume, or else you would not be here. The Governor's room, by the way, is a most appropriate place in which to have this sale, inasmuch as it was owing to the peculiar, and, I may add, the legal and constitutional, views of the Governor of this State that the franchise is to be disposed of in this way."

The Mayor then read the call published by the Commissioners and a copy of the terms and agreement upon which the sale was made, as follows:—

TERMS OF THE SALE.

First—The person or pers