THE METHODIST BOOK MUDDLE.

The Subject Matter Again Before the Supreme Court.

Additional Affidavit from Dr. Lanahan Embodying Additional Allegations as to the Origin and Progress of This Interesting Internecine Strife—Other Statements by Other Parties Giving an Interior Insight into the General Management of the Concern—An Armistice of Several Days, When the Fight Will Be Renewed.

Rev. Dr. Lanahan, the lately suspended agent of the Methodist Book Concern, continues with seeming earnest vigor the prosecution of his suit against Rev. Dr. Carlton, the chief agent—and the entire management, in fact, which he fights as well—which suit was begun on Monday last, before Judge Cardozo, of the Supreme Court. The present, it will be remembered, is a motion to show cause why a peremptory mandamus should not be granted compelling the Methodist Book Concern to allow Dr. Lanahan free and unconstrained examination of all its papers and books of accounts from the date of its organization up to the present time, he claiming upon such examination to substantiate his charges of corrupt mismanagement. The case was adjourned over till yesterday to allow further affidavits to be submitted on Mr. Lanahan's side. At the time appointed, Judge Ingraham, however, sitting on the bench instead of Judge Cardozo, the militant representatives of this long continued and bitter contest, which heretofore has been of a strictly internecine character and wholly confined within the walls of the establishment, were out in full force, and a formidable array of opposing counsel, evidently as eager for the fray—with a possible eagerness for the spoils as well—as the principals in the contest. One of Mr. Lanahan's counsel was ready with his additional affidavits, but the Boanerges of the legal fight on their side was absent at Albany, and he solicited an adjournment on this account. Counsel for the other side, unheeding the absence of the counsel referred to, claimed it as their right to have these additional affidavits first served on them, before any action should be taken on them in court, so that they might be able, if necessary, to put in rebutting affidavits. The opposing lawyers, with accustomed professional facility to talk at any length upon inconsiderate trifles, consumed considerable time in a counter wrangle on the matter, when it was finally decided by the Court that there had been a decided *laches* in not serving these affidavits on the other side, and, to give time to examine their contents and prepare rejoinders if deemed necessary, put the case over the term. Thus the matter stands at present. The case was ordered to be put on the June calendar, and will come up in regular order, with a probability of being reached within a few days. Meantime we give below all the essential points of interest embodied in these additional affidavits. First in order comes

ANOTHER AFFIDAVIT BY DR. LANAHAN.

The Doctor, after quoting from the "Book of Discipline," says that it does not, so far as he knows, make any distinction between the duties and responsibilities of the agent and assistant agents. In ordinary business transactions he as assistant agent yields deference to his associate's judgment and refers matters to his decision when necessary, but on all matters touching the moral integrity of its management he stands on the ground of equality as joint trustee. He denies that he has ever uttered injurious or untruthful charges against the Book Concern, though he has made charges against some of the employees. He next recites the facts of his two years' struggle, the investigation by the Book Committee and its exonerating report of November, 1869, and the meeting in January, 1870, and the new report relied on by Dr. Carlton, made in February; but he recalls the minority report of that date, which did not exonerate the management. He denies that Dr. Carlton has permitted any of his (Dr. Lanahan's) accountants to examine all the books and papers, but says that access has been granted to a portion of them, named in this application. He admits his suspension in October, 1870, on the charges of H. F. Pease, but says that he filed an answer to those charges and was ready and anxious for a trial, but was relieved from the suspension without an investigation and without any promises on his part. The act of the Legislature of 1868 incorporating himself and Dr. Carlton was passed at the request of the Book Concern, and bonds to the amount of $500,000 have been issued by the Book Concern under that act. In January, 1871, a resolution was passed providing for the appointment of a committee to investigate the business arrangement and method in the Book Concern and giving the committee authority to call in accountants; after two meetings they failed to appoint any accountants and adjourned *sine die*. After this Dr. Carlton selected three bookkeepers. He proposed to Dr. Carlton to let him select one in the place of one of Carlton's accountants or allow him to add a fourth, but this had been refused. The affidavit then continues:—Dr. Carlton, in his affidavit, herein admits that I have lately made efforts to have some accountant of my own choice act with those he has selected, and he charges that in so doing I have evinced a design "inimical and unfriendly to the interests of the Book Concern." I am unable to understand how or in what manner such "inimical and unfriendly design" is manifested by such desire or acts on my part. I repudiate and deny all such insinuations. I suppose it is my right and I consider it my duty to look at and examine said books. I decline to examine them in my own way; and the opposition manifested to my so doing and the means taken to prevent it have not weakened that desire. I have not desired to have private control of the bank books, nor do I ask or intend to remove any of the books or papers from the custody of said Book Concern. The books and papers I now make application specially to examine have long since been written up, and are not now in active use. No interference with the business of the Book Concern can arise from my inspection of said books. Dr. Carlton professes to be satisfied that there is no property whatever in the hands of any agents or former agents belonging to said Book Concern which is not in the full possession and control of said Book Concern. I am not satisfied that such is the fact. During the session of the Book Committee in November, 1870, a statement was rendered by the National Shoe and Leather Bank, or by A. V. Stout, Esq., its President, purporting to give the average monthly balances to the credit of said Book Concern in said bank during several years, including the years 1867 and 1868, and by said statement such average monthly balance for the said years were as follows:—

For 1867, average monthly balance..... $93,400
For 1868, average monthly balance..... 51,100

During the same year the average monthly cash balances, as appears from the cash book of the Book Concern, were, as I am informed and believe, as follows:—

For 1867, average monthly balance..... $72,916
For 1868, average monthly balance..... 37,397

I am not aware that the Book Concern kept any account at any other bank during said years. And in this connection I would further state that after my appointment as assistant agent I discovered, among other things, that in the purchases of materials for the Book Concern a bonus, profit or percentage thereon, which in my opinion belonged to and should enure to the benefit of the Book Concern, went into private pockets. Samuel J. Goodenough, then the Superintendent of the Printing Department, and whose duty it was to make purchases for such department afterwards, sued me for slander, alleging, among other things, that I had said he had defrauded the Book Concern, and that such is still generally believed; in addition, therefore, to tracing and ascertaining what amounts have been withheld from the Book Concern in the manner aforesaid, and who was responsible to the Book Concern therefor, I desire to show what connection the said Goodenough had with such transactions, or any of them; and I regard an inspection of said books and vouchers as necessary to enable me properly to prepare and prove my defence in said suit.

AFFIDAVIT OF WILLIAM A. KISSAM.

William A. Kissam appearing pursuant to subpœna before me, Joseph L. Bosworth, Jr., a referee duly appointed by the Supreme Court for the purpose of taking and reporting the testimony of the said William Kissam, in the matter of the People ex rel. John Lanahan vs. Thomas Carlton, an agent and corporator of the Methodist Book Concern, and said Book Concern, pending in said Supreme Court, being first by me duly sworn, said:—I was cashier of the Shoe and Leather Bank from its organization in 1853 to 31st of January, 1868. I knew Thomas Carlton. During the most or all of this time Thomas Carlton was, as I understand, one of the agents of the Methodist Book Concern in the city of New York. At Mr. Phillips was his associate during a portion of this time, and Dr. Pease during the remainder. In or about 1853 or 1854 an account was opened with the Shoe and Leather Bank in the name of Carlton and Phillips; afterwards this account stood in the name of Carlton and Porter. I always understood that they were the representatives of the Methodist Book Concern, and that these accounts were in fact the accounts of the said Book Concern. There was also an account kept in the name of Thomas Carlton, Treasurer, but I do not recollect when that account was opened. The said account was still open when I left the bank. I do not know that Thomas Carlton was interested in any other account unless he had a private account there, of which I cannot speak positively. The bank allowed Thomas Carlton, Treasurer, interest on his average balances. These balances were at times considerable amounts. The rate of interest allowed was four per cent, and sometimes five. This interest was paid by giving a cashier check to the order of Mr. Carlton, Treasurer. These checks would be entered first to the credit of the cashier account, and when paid would be debited to the same account. They would then be credited by the bank on the account of Thomas Carlton, Treasurer. On the books would not show that any interest had ever been paid. The cashier account would show that those interest checks were given and paid, but would not show what they were given for, but the exchange and interest account I think, will show a debit of a corresponding amount. Mr. Stout, the president of the bank, authorized the payment of the interest in the first instance, and it continued to be paid by me under that authority. The Shoe and Leather Bank, during the period of my connection with it, were in the habit of paying interest at the rate of four per cent upon accounts where large balances were kept.

AFFIDAVIT OF RICHARD J. VANDERBURGH.

Richard J. Vanderburgh, being duly sworn, deposed and says:—I am accountant by profession and resident in the city of New York. In the early part of the autumn of 1867 I was requested by Mr. Langdon, one of the bookkeepers in the National Shoe and Leather Bank, to assist him in writing up his accounts. I went there and assisted Mr. Langdon in balancing the ledger and became familiar with the different accounts in it. I found an account there headed "T. Carlton, Treasurer." It was a large account, with large balances, apparently from time to time to its credit. From time to time there were certain sums transferred from that account to a special account in the back of the ledger, called "T. Carlton, special account." From the special account loans to a large amount appeared to have been made from time to time. I was informed that interest was allowed on that special account. I was employed at said bank in the afternoons for about one month. During that time one of these loans was refunded and interest paid, which interest was credited, as I understood at the time, to "T. Carlton, private account." I then remarked that for a man in Mr. Carlton's position it did not look honest for him to take that interest. I think the amount of interest which was paid on that account at that time was some where between $70 and $80. I knew at that time that Mr. Carlton was one of the agents of the Methodist Book Concern, and I had known it for many years. I do not know whether this account, "T. Carlton, Treasurer," was or moneys belonging to the Book Concern, or whether it was of other trust moneys.

AFFIDAVIT OF EDWARD H. GEORGE.

The concluding affidavit was that of Edward H. George. He simply corroborates the statement of Dr. Lanahan, that access to the books was denied him.

So much of the Methodist Book Concern muddle. It only remains to see what will come out of it.

THE INSURANCE CONGRESS.

The delegates to the Insurance Congress met later than usual yesterday morning, owing, doubtless, to the labor of digesting the *recherché* fare with which they were regaled at Delmonico's on Wednesday night. The Convention was called to order at half-past eleven o'clock by President George W. Miller.

Dr. ATKISON, of Tennessee, moved that discussion be limited to five minutes hereafter, which was adopted.

Mr. C. C. HINE, editor of the *Insurance Monitor*, by invitation addressed the Convention as follows:—

What is the proper basis for reinsurance reserves on fire risks, short term, annual and long term?

There is less intricacy in the calculation of fire reserves than in those of life. The amount charged for a fire insurance is the agreed cost of insuring the risk for the term named in the policy, plus expenses, of course. This is the vital distinction between fire and life insurance so far as the calculation of reserves go. It is worth just as much to make a reinsurance on a risk for its unexpired term as it is to make an original insurance for the same term. It is worth as much to insure a certain sort of risk one year as another. It is worth five times as much to insure it five years as to insure it one year. It is worth half as much to insure it half a year as a whole year. Nevertheless, short rates, as we call them, are charged for terms less than a year, and less than five times the annual rate is charged for a five year policy. This, however, is because it is as much trouble and expense to survey a risk and issue and audit a five day policy upon it as one for five years; and, moreover, no more for a five year than for a five day policy. Retail prices are higher on the same goods than wholesale the world over, and *vice versa*. These facts are accepted as fundamental by the fire insurance people, and, if they are borne in mind, will simplify the solution of the question of fire insurance reserves.

We must assume, for the purpose of calculating reserves, that the rates of premium charged by the companies are adequate rates. These rates vary in different localities, being influenced by the construction of buildings, the width of streets, the efficiency of fire departments, the supply of water, the state of trade, and too frequently the vigor of competition among those who seek the business. There have never been any mortality tables made up from the combined experience of fire companies. The materials there are have not been deemed congruous by those who have classified them. In point of fact one company may be charging rates that yield a handsome profit, and another may be doing the opposite; but there is no accepted standard, and we will be compelled to leave the question of the adequacy or inadequacy of rates charged by particular companies, for the logic of events to decide, and assume that they are correct for the purposes of calculating reserves.

What portion, then, of the premiums on unexpired risks should be reserved? The old New York rule has received the endorsement of many of the best minds in the profession and is undoubtedly as equitable as any that has been practiced. It is fifty per cent of the premiums on unexpired risks having one year or less to run, and a *pro rata* reserve on policies having more than one year to run. Absolute accuracy would be attainable only by a separate *pro rata* calculation upon all the policies; but this would be a very great labor, as many of the larger companies issue from sixty to eighty thousand policies per annum, and absolute accuracy has never been held to be essential, because the contracts for fire insurance, unlike those of life, are short. It is thought by some that they do not average a year, the short risks, on cotton, pork, merchandise, buildings on the wharves, &c., for five to ninety days, balancing the dwelling house contracts, which are for three and five years in many instances. Hence only approximate accuracy in the calculation of reserves has been held to be necessary.

The annual policies issued prior to July 1 would have, when the end of the year was reached where the reserves are calculated, less than six months to run; those issued after July 1 would have more than six months to run; but it is assumed that the average unexpired term of the pending annual policies is one-half the year, and hence that fifty per cent of the original premium is the proper liability for reserve on such policies. Short term policies pending December 31 are included in the same rule, their average in a current business being also one-half.

Exceptions to these rules are found in a new company, or one whose business is rapidly increasing month by month, and in a company that has ceased business and is letting its risks expire. In the first case the average unexpired time would be much more than half a year; in the latter case it would be much less; and the amount actually required to reinsure would be very different in the two cases.

Long term policies, if the business were a settled one and had been prosecuted by a company for five years or more with tolerable regularity, could be disposed of in the same way; but this business is one that has attracted more and more attention from the companies and has been steadily on the increase for a number of years, so that even in the older companies it would perhaps not be correct to put them upon the fifty per cent basis. They should be grouped according to the periods for which they were issued, and the dates of their expirations and *pro rata* calculations made upon them accordingly.

The result of calculations on the basis of fifty per cent has been found by observation to be about forty per cent of the premiums received in a given year, and that has been adopted in some cases as the measure of the reinsurance fund. When we remember, however, that it includes in its basis the premium on unexpired risks about midsummer of the year we conclude that the forty per cent is rather a coincidence than a mathematical basis for calculating reserves. Nevertheless it is a check of great value. If fifty per cent of premiums on unexpired risks be adopted as the general basis there should be a proviso that the sum reached by such calculation should not be less than forty per cent of the premiums received during the year. Some of the best men in the profession say forty-five per cent.

Many of the better companies keep general expiration books, in which all their business, local and agency, is written up day by day. From these they can tell what their expirations are for each day in the current year, and, on long business, for each day in the years beyond. Something nearer absolute accuracy in the calculation of reserves could be reached by a requirement that all companies should keep such expiration books, showing among other things the amount of premiums on the expirations of each day. By a *pro rata* calculation on these daily footings a result could be reached much nearer mathematical accuracy than by any system now in vogue.

Dr. LAMBERT, President of one of the life companies, also addressed the Convention on insurance matters, covering the subject of stocks, mortality and valuations. In the insuring of lives and fixing the basis of valuation he maintained that the science of life and the science of mathematics should work together to determine how long the applicant for insurance is likely to live and what would be a fair valuation.

Dr. ATKISON, of Tennessee, offered the following, prefaced by complimentary remarks:—

Resolved, That the Convention most cordially return their thanks to the fire and marine and the life insurance companies of the city of New York for the courtesy and hospitality which they have extended to this body, and we recognize the generous confidence which has been extended by them concerning our deliberations, and we trust that all restraints has been so far removed that mutual confidence and respect has become fully established, and we trust will be continued in the future.

Mr. CALDWELL submitted a minority report from the Committee on Taxation Fees and Deposits. They report—

That any fire, inland or marine insurance company doing business in any other State than that in which it may be organized should be taxed only upon the amount of premiums received after deducting commissions and losses actually paid in such States, and your committee are of the opinion that a tax of three per centum upon such net receipts, in addition to the departmental fees recommended by the majority—and which the minority also recommend—would be ample, just and equitable.

That life and accident insurance companies should be subjected only to such taxation as the States wherein they are organized may deem proper to impose and such additional departmental fees as may be necessary to secure the most thorough and complete investigations and valuations by the several State departments.

That the manner of taxing companies by the States wherein they are organized, or whether they shall be taxed at all, is a matter purely for the several States to determine according to their varied interests, and upon which subject it is inexpedient for this Convention to make any recommendation. Your committee are of the opinion that the question of deposit should be left entirely to the States in which companies are organized, without recommendation from the Convention further than this, that when a deposit of a guarantee capital of not less than $100,000 may be required by the laws of a State for the benefit of all policy holders it is unwise and unnecessary to require further or additional deposits in any other State.

Your committee would further report back and recommend the adoption of the following resolution offered by Mr. Harvey on the third day of the session, to wit:—

Resolved, That in the practice of dividing among its policy holders an annual life insurance company should take into consideration the taxes levied upon premiums by the State in which the policy holder resides, and that no deduction for tax expenses should be made from a dividend to a policy holder residing in a State which does not charge the company with a tax upon its premium receipts; or, in other words, that no portion of the taxes levied upon premiums in one state should be charged to or imposed upon the policy holders residing in another State.

On motion, the question of taxation was laid upon the table. Mr. Skeels opposed all deposits, either by fire or life companies. Mr. Miller advocated deposits by life companies, and moved that that portion of the report of the majority committee relating to deposits be adopted. A motion to table Mr. Miller's motion was lost on a division. Mr. Caldwell declared that the matter of deposits by companies in States was one that should be left to each State, and moved to substitute the minority for the majority report so far as relates to deposits, which was lost. Mr. Skeels moved that the sum of $200,000 be inserted in the majority report instead of $100,000. Mr. Noyes thought the increase would tend to cripple new companies wishing to organize in young States, and produce a retaliatory policy. The amendment of Mr. Skeels was lost, Mr. Skeels alone voting aye, and the Convention unanimously adopted the report of the majority on the subject of deposits. This report recommends that no deposits be exacted from companies outside the State in which incorporated, the deposit of $100,000 by life companies in the State in which they are chartered, the requirement of no deposit from American fire and marine companies, but at least $200,000 by foreign companies in the State where its principal office is located.

That portion of the majority report relating to fees was laid on the table for the present. Mr. Harvey's resolution attached to the minority report given above was unanimously adopted. Resolutions offered by Mr. Caldwell, as follows, were tabled:—

Resolved, That while the administration of State insurance laws is amendable to the just criticism of the public press, the officer of each State Insurance Department owes it to himself no less than to the public, whose interests he is appointed to protect, to discharge his duties in a spirit of independence of all control or dictation by those who represent so-called special interests or individual companies, and that any effort to malign or misrepresent the course of any officer merely because that officer has spurned such dictation of special interests, should receive the detestation of all who are charged with the conduct of State insurance departments.

Resolved, That it is the sense of this Convention that insurance companies generally should unite together in giving adequate force to the sentiment of the foregoing resolution by withdrawing and withholding their patronage from all publications which are conducted in a spirit of base and malicious hostility to a determined and impartial administration of the insurance laws.

Resolved, That this Convention approve the policy of personal examinations of companies as a necessary and efficient method of carrying out the theory of State supervision.

PLENTY OF STRAWBERRIES.—A Wilmington (Del.) paper says:—Monday was a big day for strawberry shipments, the quantity received of the Delaware Railroad for shipment northward being the largest ever shipped in a single day. There came over that road eighteen cars for New York and eight to Philadelphia, twenty-six in all, and as each car averages 8,000 quarts the shipments from the Peninsula yesterday amounted to the enormous aggregate of 208,000 quarts. Besides these there were six car loads from Baltimore for New York, making 48,000 quarts more, making a total aggregate of 256,000 quarts and weighing 250 tons; and we do not believe we have yet reached the height of the season.

THE MULCTED MESSENGER.

The Mechanics' Bank Collector Robbed in Broadway Yesterday.

Watched by Three Rowdies on His Round, Jostled and Eased of the Bank Wallet Containing $3,300—The Money All Lost—Accidental Arrest of One of the Thieves by Two Richmond County Officers.

One of the most daring and successful street robberies ever perpetrated in this city was accomplished on Broadway yesterday afternoon.

Bartholomew Leeds, a messenger attached to the Mechanics' Bank, was despatched shortly after noon yesterday on a tour of collection, having in his wallet checks to the amount of $3,300 43, for which he was to collect the cash from the various banks in the city on which they were drawn. He placed the wallet in an inside coat pocket, and was proceeding with his collection, when an incident occurred to render further travel unnecessary. It appears that from the time he left the Mechanics' Bank in Wall street three very respectable looking rowdies followed him.

WATCHING HIM FROM HOUSE TO HOUSE,

dogging him at every turn and keeping track of his every movement. Their manifest object was to rob him should the least opportunity occur. By two o'clock he had collected cash to the amount of $2,866. The last call he made was at the Chatham Bank, corner of Cedar street and Broadway. He was so intent on his business that, though these ruffians who had followed him now almost confronted him, he did not observe them until they made a regular, well-planned onslaught on him. Just as he was about turning away from Cedar street the robbers, concluding that by this time he must have collected

SUFFICIENT TO PAY THEM FOR AN ATTACK,

placed themselves in his way and hustled him in such a manner that he was taken altogether by surprise; and when they were walking away, each in different directions, he was amazed, and wondered why they should have met to jostle him just at that particular time and place and just at that point to diverge at three opposite points. He was not long in being informed, for at that instant a thought as to his wallet crossed his mind, and on putting his hand in his pocket, presto! it had flown. Scarcely had he made this discovery when he was

TAPPED ON THE SHOULDER FROM BEHIND,

and on turning round observed one of the parties who had so unceremoniously jostled him in the custody of two officers. Here was another surprise for him. The fact was, two officers belonging to the Richmond county force were in the city from Staten Island, and happened to be crossing Broadway, near Cedar, just at the time these men jostled the messenger. Suspecting by the systematic manner in which it was done that the rowdies had some special object in view they immediately started after one of them, named John W. Howard. The latter saw them making for him and

AT ONCE TOOK "SHANKS' PONY"

to double quick time. This seemed to corroborate the suspicions of the officers and they ran after him, chasing him round several blocks before they could overtake him. They arrested him eventually and brought him back to the victim, who was in as great a dilemma as could be conceived, for he had not only lost his wallet but he had not the least idea where to look for it. When the officers brought their prisoner to the old man—he is probably nearly fifty years of age—he recognized him in an instant as one of those who had jostled him. The prisoner was then handed over to an officer of the municipal force and a search instantly instituted for the other two, who, it was discovered, had gone

CLEAR OFF WITH THE POCKETBOOK,

containing $2,866 in cash and a check on the Nassau Bank for $470; also one on the Marine Bank for $170. These latter could not be found. Hence the total amount, $3,300, may be given up for lost, unless the thieves are generous enough to return the checks. The prisoner, who denied all knowledge of the affair, was taken before Judge Hogan at the Tombs, and held for examination to-morrow (Saturday) morning. There was very little difficulty attending the robbery; for the messenger was both too old and too weak to resist them had he been inclined so to do or aware of the intended attack, and there was no chain attached to the wallet to insure its safety. All the thieves had to do was to watch their opportunity and quietly relieve the old man of the money.

OUR MERCHANT MARINE.

The Hamilton Fish—An Old Name Discarded and a New One Adopted.

Yesterday the packet ships James Foster, Jr., Great Western and the William F. Storer were decorated in their brightest colored bunting in honor of an event which will long be signalized in the Black Ball line of Liverpool and New York packet ships as an epoch of happy memory. The occasion was the rechristening of the William F. Storer—the changing of the appellation of that vessel to the Hamilton Fish. At about half-past two o'clock a large party of invited guests assembled on board the Fish, where they were received by Captain James Bryant, who has sailed under the colors of said line since 1839, and, being the senior captain, is designated as the Commodore. Among those present were Charles H. Marshall, Jr., George W. Blunt, Charles M. Lamson, Jarvis Kilpatrick, Mr. Morris, William Allen Butler, G. Cunard Allen, Captain Cunningham, of the ship James Foster, Jr.; Captains Hardy and Lewis and Mr. Luther S. Wyman, the latter gentleman being a well known merchant of forty years' standing in New York. The vessel lay at pier No. 23, and a piece of ordnance on the wharf discharged 100 shots in honor of the event. An elegant luncheon was prepared for the entertainment of the guests on board the packet.

Mr. Charles H. Marshall opened the proceedings with a few introductory remarks, stating that the line had been started in 1817, and was, therefore, the first between New York and Liverpool, and was the regular line between the Old and the New Worlds until superseded by steamships, within the last fifteen years.

The following letter from Secretary Fish was then read by Mr. Marshall:—

DEPARTMENT OF STATE, WASHINGTON, May 30, 1871.

MESSRS. C. H. MARSHALL & CO., New York:—

GENTLEMEN—I have to acknowledge your very kind letter of 27th inst. I would give me great pleasure to be present on the occasion of the giving of my name to the fine vessel which you propose to honor me by calling after me, but my official duties will detain me here for a few days longer. I trust that the ship may for long years prove a successful messenger in the paths of peaceful commerce; and that as often as she bears the proud flag of our country to distant shores she may bring back fleet returns to her enterprising and generous owners. Accept, I pray you, my thanks for the honor you have done me, and believe me, very respectfully, yours,

HAMILTON FISH.

Mr. BLUNT being called upon to respond said that he did not come prepared to make a speech on this occasion; yet he was proud to say that he had been a friend of Mr. Fish for the last forty years. He was the only man who had been able to bring about a reconciliation between this country and Great Britain. After telling a story in regard to the war of 1812 he said:—"I cheerfully respond to the toast of 'Hamilton Fish;' may he live long enough to send another set of colors to the ship Hamilton Fish."

Three hearty cheers were then given by the guests for Mr. Fish.

Mr. Pence then proposed the health of Captain Bryant, of the Hamilton Fish, and remarked that when other shipowners were flying the flags of other countries and claiming their protection the owners of this line kept the American flag floating, saying that they would sooner see their vessels sink at the docks than hoist the flags of other countries.

Captain Bryant responded to the toast in a few appropriate remarks, saying that he was glad to meet them. He then made a short statement of the misfortunes of the vessel. After purchasing her and spending $75,000 on her the owners sent her to Liverpool and found that she had been condemned there. She brought over a cargo, and $100,000 more was expended to put her in repair. In eighteen or twenty months after $75,000 more had to be expended on her. Now she was in good repair, and he had no doubt would make many successful trips between this country and Europe.

Captain Bryant called upon Captain Cunningham, of the ship James Foster, Jr., to testify as to her being seaworthy.

Captain Cunningham stated that he had sailed one voyage in the vessel, and had found her seaworthy. In fact, he considered her one of the best vessels of the line, and was greatly pleased when he heard that she was to be called the Hamilton Fish.

With a few further remarks the ceremonies terminated.

THE NEW STATE CAPITOL AND MASONRY.

TO THE EDITOR OF THE HERALD:—

SIR—I was very much surprised to read in your paper an announcement that the Commissioners of the New State Capitol have invited Mr. Anthon, Grand Master of the Masons of the State, to lay the corner stone according to Masonic ceremonies. This is remarkable, certainly. What right have the Commissioners to make an affair of State an affair of Masonry? There are thousands of our people who do not believe in Masonry; nay, more, they consider it entirely wrong in principle and practice. The feelings of such should be respected.

IMPARTIAL.

THE COLLEGE REGATTA.—Amherst will probably send no university crew to the regatta at Ingleside, and it is doubtful if any crew from that place participates, as the Agricultural College men say they will not pull alone against Harvard. The Brown University men are actively training, however, and the Harvard crew have begun taking their meals together.

THE COURTS.

UNITED STATES DISTRICT COURT.

Judgments of United States Courts for Moneys Payable—Important Decision.

In the Matter of the Petition of C. F. Bowning & Co., Mortgagees, vs. The Surplus and Remnants of the Ship Edith. In the Matter of the Same vs. The Surplus and Remnants of the Ship Polar Star.—In the above suit Judge Blatchford has rendered a decision, as subjoined, which affects an important question regarding the relative value of gold coin in this country and in England.

THE DECISION.

The claim of the mortgagees in each of these cases is evidenced by a mortgage of the vessel to secure the payment of a promissory note dated New York, June 18, 1869, whereby Charles Carow, the mortgagor, promises twelve months after date to pay to his own order "one thousand pounds sterling, lawful money of Great Britain, at the Merchants' National Bank, in the city of New York, with interest at seven per cent, payable semi-annually." It is agreed by the parties that the sum of £1,000 sterling, lawful money of Great Britain, is now worth in New York $4,850 in the gold coin of the United States, being at the rate of $4 85 in the gold coin of the United States to the pound sterling of such lawful money of Great Britain. I have no doubt that it was the intention of the parties to the notes and mortgages that the sums of money thereby agreed and secured to be paid should solvable only in gold coin; that such were their contracts, and that such contracts are adequately expressed to that end in such instruments executed at the time. Such contracts are as lawful when made since the passage of the Legal Tender act by Congress as they were when made before, and must be carried out according to their purport and intent. As a decree by a court of the United States for the payment of money can be made only for the payment of so many dollars of some species of money that is made lawful money by a statute of the United States, it follows that the recovery in these matters must be for so many dollars in gold and silver coin, lawful money of the United States, as an equivalent to the number of pounds sterling lawful money of Great Britain, expressed in the notes and mortgages, with the agreed interest added at the rate of conversion before stated. If the surplus and moneys in court consist of money that is less in value than gold or silver coin of the United States of an equal denomination, so much of such money must be applied to the satisfaction of the recovery as will purchase the amount of gold and silver coin of the United States for which the recovery is had. These conclusions necessarily follow from the decision in the case of Bronson vs. Rodes (7 Wallace, 229), Butler vs. Horwitz (Id., 258) and Forbes vs. Murray, in this court, November, 1870.

F. F. Marbury for the petitioners; John Sedgwick for the mortgagor.

The Erie Railway War.

The reference relating to the Heath and Raphael Erie Railway stock, which had been fixed for yesterday at one o'clock, before Mr. Kenneth G. White, the Master, was again adjourned for a week. It would seem as if the fury of this great railway battle is nearly all spent, and that an armistice and a treaty of peace for the future will soon be agreed upon. Who pays the piper remains to be seen.

UNITED STATES COMMISSIONERS' COURT.

Charge of Smuggling.

Before Commissioner Shields.

The United States vs. George Beaman.—The defendant, who is quartermaster of the steamer Saratoga, was held yesterday in $1,000 bail to await the action of the Grand Jury, on a charge of having smuggled into this city a quantity of unstamped plug tobacco.

COURT OF OYER AND TERMINER.

A Confidence Operator Sent to State Prison.

Before Judge Cardozo.

The case of John Thomas and George English, the full particulars of which have already been published, was let on the calendar. It will be remembered that they were charged with perpetrating an old confidence game on James Stevens, victimizing him out of fifty pounds, as he was on the point—about a week ago—of leaving for Europe. Thomas met Stevens on pier 45 North river, and learning the latter was about to go to Europe said he was also going there, and invited him to join him in a friendly drink. Having taken this drink they returned to the dock, where they met English, as is alleged, who, in the usual off-hand, business way, asked if the horses were on board. Thomas replied that they were. English then presented a bill to Thomas and demanded immediate payment. Thomas had nothing less than an $1,800 check, which was bogus, of course, and purporting to be drawn on the First National Bank of Buffalo by Minton, Muir & Co., of Liverpool. English could not change the check and Thomas asked Stevens if he would not accommodate him with the amount, and thereupon Stevens handed over fifty English sovereigns and directly he and English left. Suddenly the idea flashed upon Stevens that this might be a little game of swindling, and he at once procured their arrest. Such was the complainant's story. Thomas pleaded guilty and the Court promptly sentenced him five years to State Prison. On behalf of English was submitted an affidavit stating that he could prove an alibi by two witnesses now in Ohio, and asking a postponement of his trial till their testimony could be procured. The postponement was granted and the case ordered for trial at the Court of General Sessions.

The Broadway Widening.

Judge Cardozo yesterday appointed Mr. William E. Dodge Commissioner for widening upper Broadway, to fill the vacancy occasioned by the resignation of Mr. A. T. Stewart.

SUPREME COURT—CHAMBERS.

Decisions.

By Judge Ingraham.

Atkins vs. Howland.—Motion granted.

Van Allen vs. Van Allen.—Report confirmed.

King et al. vs. Farrell et al.—Order granted.

By Judge Cardozo.

In re Broadway.—Mr. A. T. Stewart having resigned as commissioner in this matter, William E. Dodge of the Board of Commerce is hereby appointed in his place.

SUPERIOR COURT—SPECIAL TERM.

Decisions.

By Judge McCunn.

Bertine vs. Jackson.—Order granted.

Ryan vs. The Hudson River Railroad Company.—Same.

Clark vs. Brinington.—Same.

Charles Schneider vs. A. A. Foelke et al.—Same.

Blake vs. The Western Union Telegraph Company.—Same.

James W. Smith vs. Jacob Ducharde.—Same.

Fitz Neil vs. Stephen Whitehouse.—Same.

William R. Chambers vs. John W. Durand.—Motion denied, with ten dollars costs.

Albert Mackay et al. vs. Stephen Sherlock.—Same.

Marsland vs. Byron.—Order granted.

By Judge Jones.

James F. Morgan et al. vs. Peter Hart.—Motion granted and order signed.

John M. Fischer vs. Edward Bishop.—Motion denied.

COMMON PLEAS—SPECIAL TERM.

Decisions.

By Judge Joseph F. Daly.

Caynas vs. The Fall River Iron Works.—Commission may issue to Mrs. Tillinghast, of Providence, R. I.

Angevine vs. Sanford, ex.—Motion granted.

Clark et al. vs. Green.—Motion denied in the matter of the assignment of Robert L. Taylor; motion for attachment denied without costs.

MARINE COURT—PART 2.

Decisions.

By Judge Curtis.

Greenfield vs. Fargo, President of the Merchants' Union Express Company.—Judgment for defendant.

Kaufman vs. Simon.—Judgment for defendant.

Morganline vs. Otto.—Judgment for defendant.

George et al. vs. Conway et al.—Judgment for plaintiff.

MARINE COURT—PART 3.

Decisions.

By Judge Gross.

Peyser et al. vs. Pollock.—Motion to vacate attachment denied, with five dollars costs to plaintiff.

Leopold vs. Strauss.—The motion to set aside default is granted upon certain conditions. See memorandum with clerk.

Tuney vs. Patterson.—Judgment for plaintiff for $602 20 and costs, with twenty-five dollars allowance.

McDonald vs. Chickhaus.—Trial by Court. Decision reserved.

Charles McKay vs. Daniel Griselle.—Trial by Court, and complaint dismissed, with ten dollars costs to defendant.

SURROGATE'S COURT.

The Bonard Will Case

Before Surrogate Hutchings.

The examination in the Bonard will case was set down for yesterday before Surrogate Hutchings. At the appointed hour Professor Bergh and several of his friends were in court. The counsel for the French heirs of Louis Bonard and the executors of his last will were also present. When the case was called

Mr. John G. Boyd, counsel for the executors, said he was ready to proceed; but, in the absence of Mr. Elbridge T. Gerry, he should like to have the examination postponed till the 15th inst.

The other counsel consenting the case was adjourned till the 15th.

COURT OF SPECIAL SESSIONS.

Bowery Bummers Boxed—The Latest "Device" Unmasked—The East Side Gang of Watch Swindlers Broken Up—Trial and Sentence in the Special Sessions To-Day—Another Unfortunate Kelly.

Before Judge Dowling.

A calendar containing forty cases was handed to the Judge for disposition yesterday, and, despite the short time he now has before him for preparing for his journey, and the number of visitors who daily crowd his residence, he gave his attention to his official duties with the same *savoir faire* and deliberation as usual, rendering unto the criminal Cæsars their merited rewards. It was somewhat painful to observe the numbers of youths who were arraigned for petit larceny—the principal number for stealing small sums of money. The majority of these were the offspring of Catholic parents, and, by reason of their tender years, sent to the Catholic Reformatory, while the remainder were committed to that excellent institution, the House of Refuge, until they are twenty-one years of age.

THE COIN AND WATCH SWINDLERS.

The first case of importance was that of Thomas J. Kelly, of 413 Third avenue, against Adam Winter, a man who has made himself notorious in the Bowery from one end to the other, as a "trick and device man." His general method of carrying on business was to obtain the assistance of three or four other rogues and go into a store or saloon, having a few pieces of old silver coin and a watch, which was alleged to be gold. One of the party would then ask for some trifling article, as though he were quite a stranger and had nothing to do with the gang, but before the article could be purchased a discussion, previously arranged, would be entered into, and the watch be brought to light. A high value was generally placed upon this false timepiece by the man who produced it, but as he was "quite a stranger in the city and very hard up," he appealed to Winter—who had previously loaned it to him—to purchase it for thirty or thirty-five dollars. Winter would examine it with all the acumen of a dealer in second-hand jewelry, and usually conclude to purchase it at some few dollars less than the amount demanded. To give the matter an air of business, a contest

OF THE WORST ISRAELITISH CHARACTER,

would be undertaken by the man possessing the watch before he could consent to the reduction, and an assurance given that were it not for his extreme poverty and scarcity of friends he would not dispose of it for double the amount asked. Finally Winter would produce about one-fourth of the amount asked in counterfeit greenbacks and a few pieces of silver, but as he had not enough, he sought a loan of twenty dollars from the keeper of the saloon, or wherever they might be, and promise to leave the watch—worth about a dollar—and the pieces of silver, of no practical value, as a security for the money. Usually they succeeded in gulling their "man," and would depart without any intention of returning, leaving the "man" with his worthless watch and useless coin to rave over the manner in which he had been duped.

In the present instance Winter entered Kelly's saloon and introduced a man who purported to be a Frenchman, as the owner of the watch, having taken due care to pave the way by ordering drinks previously. Kelly was gulled into the belief that when they

ASKED HIM TO LOAN THEM FIFTEEN DOLLARS

to complete the purchase it was a genuine transaction, and he gave them all he had in his cash box. As soon as they received the money three of the four departed. Winter in this case remaining behind for a few minutes until one of the others should return with the money to repay the loan and take up the watch, which was considered a great bargain. Kelly waited, and Winter sauntered up and down in front of the bar watching an opportunity to "git," but somehow, after wa