THE COURTS.

A Custom House Litigation—A Deadlock Case in the Circuit Court—A Protracted Patent Suit—The Mansfield-Fisk Suit—The Fowler-Wood Controversy—Law of Attachment—Important Decision—The Grand Jury in the General Sessions and Judge Bedford—Proposed Extension of the Term.

UNITED STATES DISTRICT COURT.

A Custom House Litigation—The Sugar Case Again.

Before Judge Blatchford.

The United States vs. Harvey Barnes.—This case was reported in the HERALD of yesterday. It is an action to recover about forty-eight thousand dollars, being the value of a quantity of sugar and molasses imported from Demerara into this port. The government allege that the articles were entered at the Custom House under fraudulent invoices, and, therefore, seek to recover from the defendant the amount of the value of the importation. The defence is that the invoices fairly represent the value of the goods, and that they were entered in the usual and regular course of business. Yesterday a considerable amount of testimony was given, including that of the Custom House officer who took a sample of the goods after they were landed at the wharf. The claimant, Mr. Barnes, was also examined, and he deposed that he also took a sample of the goods. But the Custom House officer characterized this as a fraudulent, mixed sample, and stated that no such sugar ever came from Demerara, so far as he knew. It transpired in the progress of the case that the claimant, though he was in the habit of receiving four or five importations from Demerara every year, kept no store, no books of account and no clerks; that he kept no account except a bank account, and that he was only in the habit of entering memoranda of his business transactions on small slips of paper. The testimony on both sides having closed counsel for claimant summed up, observing that this was one of those cases in which informers, who pretended to be watch dogs of the Treasury, were seeking to divide the spoils among themselves. The Court adjourned till this morning, when counsel will sum up the evidence on behalf of the government.

UNITED STATES CIRCUIT COURT.

The Telegraph Patent Suit—A Deadlock.

Before Judge Woodruff.

Hameston vs. The American Telegraph Company.—This case, which has been so often referred to in our law report, showed signs last evening of being nearly played out. Last evening, at five o'clock, the defendants closed their testimony, when the plaintiff called some witnesses in rebuttal. To-day counsel on both sides will sum up the evidence. It is expected that the case will be given to the jury this evening.

United Indictments and Speedy Trials.

For the past ten days this Court has been occupied with the above suit. All this time quite a number of persons are awaiting trial on indictments for various offences. It is, no doubt, the privilege of a suitor to bring his suit in a high Court competent to deal with the points and questions involved in the issue, but it may not be out of place to suggest that in causes which require the detailed and minute evidence of mechanical experts, such as those who are always sure to be examined in a patent cause, it would be well if the parties could agree upon an arbitration, the arbitrators to be selected fairly and impartially from among the ablest men connected with that branch of science or mechanics to which the patent is applied. If this course were adopted much valuable time would be placed at the disposal of the Court for the trial of prisoners, who, whether they are out on bail or not, cannot really be said to be at liberty so long as untried indictments are hanging over their heads. There is at present a heavy calendar of criminal cases in the United States Court, and the probability is that it would have been all, or nearly all, cleared now if this patent suit had not intervened to block the way and probably keep some prisoners inside stone walls during this cold weather awaiting the day of their deliverance. At all events, it is not the fault of Judge Woodruff. He has no option but to try such matters as are presented for his adjudication; but under the circumstances indicated there ought to be some effort made to discharge the criminal calendar, instead of leaving it, as at present, very little diminished from one end of the year to the other. There ought to be at least four or five criminal terms of the Court every twelve months, and if the judges who are entrusted with the administration of federal law in this district are overloaded with other business the government should, in all fairness, provide such a means as would afford offenders a speedy trial. This is the right of every citizen. The idea of leaving indictments untried for years is opposed to the spirit and policy of the law.

The District Attorney ought to look to this matter. He must know that the facts here stated are undeniable, and it is, therefore, his duty to make such representations at Washington as will lead to a prompt administration of justice in the direction herein pointed out.

The Business of the Court.

After the above trial has concluded Judge Woodruff is to leave for Connecticut on circuit, and on the 6th of December Judge Benedict will take up the criminal calendar. It is expected that the case of the United States vs. James Irving, for alleged assault upon Deputy Marshal Dowley, will be moved for trial on that day.

SUPREME COURT—CHAMBERS.

The Mansfield-Fisk Suit—The Question of Fisk's Bail.

In the suit brought by Mrs. Mansfield in the Supreme Court against Jim Fisk, Jr., for alleged conversion of certain papers and letters, Mr. Fisk, it will be remembered, was required to give bail in $35,000. He offered as sureties Mr. Benjamin W. Blanchard and Charles Robinson. To these gentlemen as bondsmen Mrs. Mansfield objected. An examination as to their fitness has accordingly had to be had. Mr. Blanchard was examined yesterday. He stated that he was worth over $100,000, but his real estate consisted only of a stable in Forty-ninth street. The bulk of his property consists of stocks. The further examination will be continued to-day.

Decisions.

By Judge Brady.

John V. Beam et al. vs. Mary Clark et al.—Order granted.

In the Matter of the Application of Victoria Thompson et al. for Leave to Sell.—Same.

John K. Wilson vs. American Tontine Life and Savings Insurance Company.—Same.

Cornelia D. Pfluger vs. John Jacob Frederick Pfluger.—Report of referee confirmed and judgment of divorce granted.

SUPREME COURT—TRIAL TERM—PART 1.

Verdict in the Fernando Wood Suit.

Before Judge Van Brunt.

N. Hill Fowler vs. Fernando Wood.—In this case, the full particulars of which have been published, the sealed verdict of the jury, as opened yesterday morning, was for the defendant. In other words, the jury decided that the $1,000 Mr. Wood got of Mr. Fowler was a political assessment, and not a personal loan.

SUPERIOR COURT—SPECIAL TERM.

Decisions.

By Judge Jones.

Townsend vs. Randolph.—Judgment for plaintiff, with costs. (See opinion.)

Brown vs. St. Nicholas Insurance Company.—Case settled, and ordered to be filed.

Ford vs. Belmont.—Judgment for defendant, with costs. (See opinion.)

Christopher vs. McCahill.—Judgment for plaintiff, with costs. (See opinion.)

Meeks vs. Kukier.—Judgment for defendant, without costs. (See opinion.)

Barr vs. Gregory.—Judgment for plaintiff, with costs. (See opinion.)

Stubben vs. Roos.—Case settled and ordered to be filed.

Special Notice.

The October Special Term will be continued till the close of December to enable the following cases to be finished:—Tredicker vs. The Guardian Life Insurance Company, Madison Avenue Baptist Church vs. The Baptist Church in Oliver street, Coleman et al vs. Grump and Donnell vs. Donnell.

MARINE COURT.

The Law of Attachment—Important Decision.

Before Judge Curtis.

Edward A. Phelps, Jr., vs. Daniel A. Morrison & James O. Watkins.—This was a motion to discharge an attachment issued against the defendants as non-residents, and upon the argument two points were submitted by the counsel for defendants as the basis of the motion:—

The first was that the defendants have their regular and ordinary place of business in the city of New York; that their bank account is kept here, and that the regular business hours of the business days of the week are passed here in attendance upon their said business, and they are not engaged in business elsewhere. These facts were conceded by the plaintiff's counsel, and the defendants contend that therefore the case is not one within the contemplation of the laws regulating the issuing of attachments.

The second point submitted was that the affidavit upon which the writ issued is insufficient, inasmuch as it does not affirmatively show that the debt was either contracted within this state, or that the plaintiff at the time such debt was contracted was resident herein—and that for these two reasons the writ of attachment should be discharged. One of the first elements of the construction of any law is the ascertainment of the probable intention of the Legislature in giving it existence as a law. On this point I cannot think that the Legislature in the passage of this statute intended that it should apply to a case like the present one. It was meant to protect the residents and citizens of New York, and to enable them where their debtors had absconded or were fraudulently disposing of their property with intent to defraud, or were in the various manners enumerated in the act otherwise acting from evident fraudulent and dishonest motives, or where they were non-residents of the State and beyond the reach of ordinary process, and some summary method of security was a necessity to protect such creditors from actual loss. In this case the defendants were within this jurisdiction daily; they were amenable to the process of the courts of this city and county; their business and property were permanently here, and in the usual and ordinary course of proceeding such property was subject to the lien of an execution issued upon any judgment that might be obtained against them. This was evidently the reasoning that governed the Supreme Court in the decision in Tonner vs. Church (4 Abb.), which was a case similar in every particular to this, and in which that Court distinctly said that persons so situated were not non-residents within the act. The defendant Watkins, in his affidavit in support of this motion, has adopted the very language of the Court in Tonner vs. Church, using all the essential terms of that decision; and the language of the Court is especially worthy of remark for the emphasis with which the opinion is given. There is another aspect of this question which still more strongly inclines my mind to the view I have suggested—that is the ground of public policy, where a resident of an adjacent State has brought his capital and his business into our community, and thereby has contributed to its general wealth and prosperity. It certainly could never have been the intention of the Legislature to subject such party to the peculiar hardships and severities of this law, and by regarding him in the light of a non-resident enable any two or three of his creditors, perhaps to an insignificant amount, by combination to paralyze his business and cripple his resources.

I am therefore of opinion that the present case is not one within the intention of the statute, and that the defendants are not non-residents within its contemplation. I am aware that to a great extent a different practice has obtained in this Court, but I doubt whether the point has ever been so fully discussed and presented as in this case; and while I would hesitate to disturb a practice acquiesced in at times by my colleagues and myself, yet if that practice, upon a careful review of the whole matter be, in my judgment, erroneous, it is my duty to correct it so far as lies in my power.

I deem it right, therefore, to follow in the path lighted by the Supreme Court of the State and adopt its decisions as my guide. With relation to the second point suggested by the defence, I was at first inclined to the adoption of an opposite view from that taken by the counsel upon the argument. But upon reflection and a more careful examination of the matter, while my mind is scarcely so clear with regard to it as it is upon the first point, yet I am inclined to believe there is more force in it than its first consideration suggested. In the matter of Fitch in 2 Wend., 228, the Court decided that where it is shown that the debtor resides abroad there must be evidence of indebtedness within the State, by showing that the contract was made therein or that the creditor resided here. It will be observed that the language of the Court in referring to the debtor is that "the debtor resides abroad"—employing the present tense—that is at the time the attachment issues; but with respect to the creditor the language is that the contract was made within the State, or that the creditor "resides" here. If it were necessary in the one case to aver that the contract was made within the State, in the event of the plaintiff's inability so to aver, in consequence of the contract having been made elsewhere, is not the alternative clause open to the construction that it must appear that the creditor resided here when the contract was made, or if it were so made elsewhere? This view seems to be borne out by the analogies of the decisions; for example, the Supreme Court, in the matter of Fitzgerald, 2 Cai. 318, decided that a non-resident creditor cannot attach the estate of an absent debtor for a debt not contracted within the State, and the same doctrine was affirmed in Scofield vs. Lane, 8 Cow. 265. If he be actually a non-resident creditor his assuming a temporary residence for the purposes of his attachment cannot give him proper status. And if his debt be not averred to have been contracted within the State, in order to satisfy the Court granting the attachment, should it not appear that when his debt arose he was an actual bona fide resident of the State? This appears to be generally admitted in Robbins vs. Cooper, 6 Johns, chapter 186, the Court recognizing it fully, and deciding as an exception to its general effect that the creditor may so attach if his debtor residing here absconds. Again, the general proposition appears laid down in the case of Borden, 11 Wend. 316, where it is laid down that a creditor may proceed against a non-resident debtor for a debt on a contract made within the State. Thus it will be observed that in the authorities I have quoted one of these affirmative propositions must necessarily appear to warrant the issuing of the attachment. The only case I have been able to find in the books at variance with this general reasoning is one decided at Special Term of the Supreme Court, that of the matter of Marty, 2 Barbour, 476, in which the Court decided that a foreign creditor, though only temporarily sojourning here and not domiciled in the State, may proceed under the act, and for a debt incurred out of the State but this doctrine was entirely disapproved by the same Court in a subsequent case, to be found in 3 Barb., 229. In the present case the plaintiff, it is said, resides in Brooklyn, beyond the jurisdiction of the Court, and the averment of the defendants' affidavit is that their place of business is in this city, though it is not denied that they reside in New Jersey; and I do not see what damage can be done the plaintiff by putting him to his ordinary remedy. The act under which this writ issued is in derogation of the common law, and should not be enlarged by a too literal construction. (Case of Denny, 2 Hill, 220.)

I am therefore of opinion, upon a review of the whole case and the law applicable to it, that the present motion should be granted and the attachment discharged, and it is so ordered.

COURT OF GENERAL SESSIONS.

A Hotel Thief Sent to the State Prison—An Interview of the Grand Jury with Judge Bedford Respecting the Investigation Into the "Ring" Peculations.

There was not much business transacted in this Court yesterday owing to the absence of a number of witnesses for the prosecution.

Thomas S. Shea, who was indicted for burglariously entering an apartment in the Gilsey House on the 15th last. and stealing $763 in money from the proprietors, pleaded guilty to grand larceny.

Judge Bedford, in passing sentence, said:—You were indicted for burglary in the first degree, but the District Attorney has seen fit to accept a plea of grand larceny. I think that is all the leniency you deserve; for it is the duty of the authorities to protect hotels and their proprietors from thieves like you. I shall send you to the State Prison for a term of five years.

William H. Curley pleaded guilty to an attempt at grand larceny in stealing on the 25th of October $75 worth of leather, the property of McCallum & Co. As he was an ex-convict the Court sent him to the State Prison for two years and six months.

Frederick W. Deitz, a respectable leather dealer, was placed on trial, charged with purchasing the leather from Curley, knowing that it was stolen. There was no testimony to establish the charge, and the Court directed the jury to render a verdict of not guilty.

Mary Cooper, charged with stealing $50 worth of wearing apparel from Margaret McLean, pleaded guilty to an attempt at grand larceny, and was sent to the Penitentiary for one year.

THE GRAND JURY ON MUNICIPAL FRAUDS—PROPOSED EXTENSION OF THE TERM.

The FOREMAN of the Grand Jury addressed the City Judge as follows:—I desire to say to the Court that, in compliance with the last charge of Your Honor, the Grand Jury immediately took up the cases referred to, and that they commenced upon the branch of the case recommended by Mr. O'Conor, agreeable to Your Honor's suggestions; that they are now in the midst of that investigation; and they are already aware that the usual term for the Grand Jury of the month is now drawing to a close, and they feel it would be inadvisable for them to go into long investigations unless their term of service is to be extended, because they could not within the limits of this month complete the investigations they are now on.

JUDGE BEDFORD'S REPLY.

Mr. Foreman—I will look into the law, and if the statute will give me power, with your approval, to extend the term, so that you can act in every way you approve of, I shall certainly give that power to you gentlemen.

The Grand Jury then retired to resume the discharge of their important functions.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Brady.—Nos. 67, 77, 85, 90, 96, 97, 114, 127, 129, 144, 146, 156, 160, 163, 164, 166, 174.

SUPREME COURT—CIRCUIT—Held by Judge Van Brunt.—Nos. 191, 169, 579, 581, 583, 583¼, 585¼, 589, 591, 593½, 595, 597, 599, 601, 603, 605, 607, 609, 611, 611¾.

SUPERIOR COURT—Parts 1 and 2—Adjourned for the term.

COMMON PLEAS—TRIAL TERM.—Part 1—Case on. Part 2—Held by Judge Larremore.—Nos. 1042, 1044, 787, 108½.

MARINE COURT—TRIAL TERM—Part 1—Adjourned to December 4.—Part 3—Adjourned to December 1.

COURT OF APPEALS.

Decisions.

ALBANY, NOV. 28, 1871.

The following decisions were rendered in the Court of Appeals to-day:—

Judgments affirmed, with costs—Sherman vs. The Niagara Fire Insurance Company, King vs. Brock, Brock vs. Pierson, Swansey vs. Deforest, The Buffalo City Cemetery vs. The City of Buffalo, Same vs. Same, Bole vs. Cook, Hadley vs. Avers, Balch vs. The New York and Oswego Midland Railroad Company, Emerson vs. Pierson, Peters vs. Brisbane.

Judgments reversed and new trials granted, costs to abide event—Sands vs. Lilienthal; Clinton vs. Myers; judgment modified and motion granted as to the proceeds of the sale of all the real estate, except the homestead, and denied as to the proceeds of that sale, without costs to either party; order and judgment to be settled by the Chief Justice. Horton et al., Executors, &c., vs. McCoy et al., order granting new trial affirmed and judgment absolute for the defendants; Cobb vs. Fenton and another.

Order affirmed, with costs—In re The New York and Harlem Railroad Company vs. Kipp et al.

Appeals dismissed, with costs—Mehl vs. Vonderwalbke, Murphy and Spaulding; Sands vs. Crooke.

Motion denied, with $10 costs—Childs vs. Smith.

Court of Appeals Calendar.

The following is the Court of Appeal day calendar for November 29:—Nos. 429, 432, 435, 437, 438, 378, 415, 558.

ROLLICSOME MARY RAYMOND.

Mary Raymond, a comfortably dressed, dark-eyed and pleasant faced female, was brought before Judge Ledwith yesterday on a charge of intoxication. She had been reclining in the station house long enough to regain a sort of sobriety. As soon as her name was called she said:—

"Judge, you'll please let me go this time, as I want to go back to my work."

JUDGE—Where do you work?

MARY—I'm employed by General Sandford and Professor Doremus.

JUDGE—In what capacity?

MARY—I'm a dressmaker, Yer Honor.

JUDGE—Do they tolerate such conduct as this?

MARY—Well, Yer Honor, I am a Freemason's widow.

JUDGE—Well, we will hold you temporarily till we hear from your friends.

THE BELDEN WILL CASE.

The Contest Over the Possession of Deceased's Riches Continued by His Family—The Father of the Proponent—Mrs. Leichardt on the Stand—An Affecting Scene in Court.

Surrogate Hutchings was at his office as usual yesterday morning, but did not, however, preside in court, confining himself to hearing motions in his private office. Pro-Surrogate Schack presided in his stead.

The battle for the possession of the riches of Samuel P. Belden, the wealthy old bachelor of Brownsville, Texas, was resumed.

CONTINUATION OF THE TESTIMONY.

Henry S. Belden, brother of deceased, and father of Mrs. Leichardt, the proponent, testified that about seven years ago he wrote to his brother (the deceased) to come to Pennsylvania to see witness. Witness received another letter from deceased about six weeks after that, and he also received a letter from deceased about one year previous to his death.

Counsel said that the object was to show that the witness was on intimate and friendly relations with deceased for a long time previous to his death, and that notwithstanding the witness was not mentioned in the will, owing to the influence of Mrs. Leichardt, the proponent, over the deceased.

The witness was asked to state the contents of the first letter, but the question was objected to.

The witness continued to say that the character of the letters was friendly. In one of the letters the deceased made to witness an offer of assistance.

In the letter written a year before his death deceased stated he was coming North in the following June, and he would then come to Pennsylvania to see witness. One of the bequests in the will is that a house and lot in Hudson City, N. J., should go to Mrs. Leichardt. The witnesses' sister was in possession of it at the time.

The first communication the witness had with deceased subsequently to 1838 was a letter which he received from deceased in 1851; he considered that during that time deceased was friendly to him.

COUNSEL.—What occurred in 1838 that caused a separation between you and your family? (Objected to.)

COUNSEL said he proposed to show that at that time the witness had abandoned his family, leaving his wife and daughters, the latter being very young, and went to live with another woman. He thought in justice to his client (Mrs. Leichardt) that the question should be allowed.

Q. Did you and your wife separate at that time? A. I left my home at that time, sir, never to return.

Q. Of whom did your family then consist? A. Of my wife, two daughters and two sons; I have never seen them since;

I WOULD NOT KNOW MY DAUGHTER

if I saw her; my daughter Harriet (Mrs. Leichardt) was eight years old when I left; my daughter Mrs. Dean was six years.

To Mr. Graves—I cannot say that I ever entertained unfriendly feelings towards my children.

This concluded Mr. Belden's testimony, after which the case was adjourned until Friday next.

AN AFFECTING SCENE.

At the conclusion of the proceedings Mr. Belden was introduced to his daughter Mrs. Dean, whom he had not seen for thirty-three years. The scene was an affecting one. Mrs. Dean, throwing aside her veil,

KISSED HER FATHER,

who embraced her tenderly.

Mr. Belden, at the time he separated from his family, was residing at Rising Sun, a little village three miles from Philadelphia.

CAPTURE OF RAILROAD THIEVES.

How the Hudson River Railroad Trains Are Robbed—Two of the Thieves and Their Booty Captured.

For several years past the Hudson River Railroad Company have lost yearly a vast deal of money by the systematic operations of a gang of thieves, who rob the freight trains while on the road between this city and Albany. Previous to the last six or eight months these gangs have defied every effort of the officials which looked towards either their detection or suppression; but during this time several of them have been captured, together with their plunder, and are now doing the State some service at Sing Sing or Auburn. The mode of operations was to put one of their number on a train bound up the river, whose business it was to "tap" a car and throw out whatever he could while passing a given point on the road, which had been previously agreed upon. Of course others of the gang are in waiting ready to hustle the packages into a boat and pull off to a point of safety, while their "pal" who had unloaded the goods avails himself of the first opportunity to jump off and rejoin them to share in a division of the spoils.

Last Monday night this gang threw from a train, when

OPPOSITE WASHINGTON HEIGHTS,

eight barrels and one large case of merchandise, all of which they succeeded in getting safely away with, although they were detected by one of the road's employés, who, however, was afraid to disturb them, as they are known to be a shooting party. Thinking that perhaps they would return to their old stamping ground again last night (as Monday nights seemed to be their lucky time), Officers John Scanlan and Owen Gillespie, private detectives in the employ of the railroad company, got aboard a freight train which was just leaving the depot, for the purpose of seeing how the ancient article is manipulated, or, in other words, how the old thing works. Riding up to 152d street they disembarked and proceeded on up the road on foot. When they reached Washington Heights they found two large cases—one containing toys, the other dry goods—and a box of raisins lying beside the track. Each of the three packages bore unmistakable signs of having been thrown from a passing train, as did also a rough-looking customer, who gave his name as John Dougherty, and who was, in company with another individual of the same ilk, within a few yards of the boxes. Dougherty had evidently thrown the packages from the train and then jumped off, as his face was considerably scratched, his hair full of fresh dirt, and his pants badly torn near the knees and soiled with gravel. The two interesting individuals were taken in by the officers, who yesterday afternoon conveyed them to the Tombs, where they are detained, awaiting more evidence against them.

MUSEUM OF NATURAL HISTORY.

The Museum of Natural History gave their third annual reception yesterday at the Arsenal, in Central Park.

It is well known that this Museum owes its existence to certain patriotic citizens, who have labored hard to bring it to its present state of efficiency. The Museum is entirely independent of the menagerie, immediately adjoining, which belongs to the Park Commissioners.

The following is from the third annual report of the trustees of the Museum:—

The attendance on many days may be safely estimated at over ten thousand. The exhibition cases first completed proving insufficient for the proper display of the extensive collections of birds and mammals, the department built similar cases around the octagons at the corners of the building, increasing the exhibition space for such specimens in the second story nearly two-thirds and in the upper story one-third, and giving both halls a pleasing effect of completeness. This work was finished on the 1st of August, and since that time the large collections of birds and mammals have been entirely rearranged, and specimens not previously exhibited have been placed in their proper families. The birds are divided into four principal groups, according to their geographical distribution. On the second floor are the birds of South America and of Africa, on the third floor those of North America and of Europe, and arranged according to the system of Professor Lidjeborg, each family having a large label containing its scientific and common name. The North American birds have each a label with its scientific name, sex and habitat and its common name in large type, and this system of labelling, alike acceptable to the scientific and cursory observer, will be extended as rapidly as possible throughout the collections on exhibition. The curators have been greatly assisted in their work by the kindness of the Superintendent, the superintending architect and other executive officers of the department at the Arsenal.

The various departments of the Museum were yesterday visited by crowds of ladies and gentlemen. Each case being labelled, showing the precise curiosity it contained, enabled all to go the rounds of the Museum without much question. Of course the more exact details of the several interesting groups and families of animals could not be gained by a cursory glance at the cases or cages. But it is evident that those who have charge of the Museum are rapidly bringing it to a high degree of perfection. The two floors containing the specimens of curiosities are filled with handsome cases of the choicest selections, and everything points to such a future of the institution as will make it a national pride.

The attendance yesterday numbered some of the *creme de la creme* of our upper tendom. No gala day could have called out more elaborate toilets on the part of our belles or more fastidious fashionable make-ups by our beaux, the result being that the halls of the Museum were crowded with a brilliantly costumed crowd, evidently bent on displaying itself. But it must not be forgotten that the wires had been pulled for the presence of the Grand Duke, and that the president of the Museum spent the later part of the day in trying to manipulate the presence of the handsome royal Russian. It was in vain, however; for the handsome hero of the hour was rather invalided after his look at the firemen, and could not be present. The reception, however, showed no signs of disinterestedness up to the last moment, and there could have been no one present who had not enjoyed a pleasant hour up to the last moment of closing.

AN ASTRAL OIL FACTORY ON FIRE.

The extensive astral oil factory of Mr. Pratt, Williamsburg, took fire at an early hour yesterday morning, and the utmost consternation pervaded the vast population in the neighborhood of the factory; but, fortunately, the flames were subdued at a loss of a few hundred dollars. The fire originated in a neglected tank.

FINANCIAL AND COMMERCIAL.

WALL STREET,
TUESDAY, Nov. 28—6 P. M.

On 'Change to-day wheat was heavy but steady. The cotton market was unchanged.

THE EXPORTS OF THE WEEK.

The aggregate amount of exports, exclusive of specie, from the port of New York for the week ending November 28, 1871, was $5,042,547.

MONEY EASIER.

The money market was easier, and the rate on call loans, which had been seven per cent in the earlier hours of business, declined to 5 a 6 per cent before the close of banking hours, many borrowers on stocks being able to get accommodation at the lower of the last mentioned figures.

Prime paper was steady at previous quotations.

Foreign exchange was nominally unchanged, but late in the day large sales of prime sterling occurred at 108¾. It was rumored that these bills had been made against the negotiation of a loan of £1,000,000 in London by the Pennsylvania Railroad.

THE NEW LOAN AND THE CALLED BONDS.

Telegrams from Washington received this afternoon state that Treasury checks for six millions of gold, payable December, have been mailed to parties in New York in payment of an equivalent amount of the five-twenties of 1862 sent in for redemption. Subsequent despatches state that, so far, Treasury checks for eight millions of coin have been sent to various parts of the country, inclusive of New York. This is the first development of the progress made by the Treasury Department in cancellation of the $100,000,000 of five-twenties named for redemption on the 1st prox. The bonds are thought to be largely in the possession of the Syndicate, but numerous bankers and private parties have seen fit to send their bonds to Washington direct, and the eight millions above specified is doubtless the amount so far examined, found correct and redeemed. The exact result of the complicated movement into and out of the Treasury of coin and bonds is apparently beyond the ken of the shrewdest in Wall street. Whether the whole thing will eventuate in a simple exchange of old six per cents for the new fives or in a large transfer of Treasury gold to the street in exchange for an excess of bonds cancelled over those subscribed for remains to be told in the future. No one is able to predict anything now. The Wall street markets are keeping step by step with such developments as transpire with reference to this important movement, and hence we find, as a first result,

GOLD WEAK—111 A 110⅞.

The early feeling in the Gold Room had been steady, but became firm when the government, by refusing to buy bonds, implied a possibility that there would be no sale of gold to-morrow, the price advancing from 110¾ to 111. But the market here became weak on sales by parties who had the Washington news in advance of others, and eventually went off to 110 9-16, especially as it was also pressed with sales of gold against the reported negotiation of a foreign loan by the Pennsylvania Railroad and with still other sales in view of vague rumors that a number of subscribers to the new fives would forfeit their two per cent deposit and default on the balance of the payment, the effect being to compel the government to disburse coin for the redeemed bonds without receiving any return from the new five per cents. We give the rumors for what they are worth. Doubtless they are greatly exaggerated; but should here and there a stray subscriber fail to make his remaining payment, the Treasury would be so much less rich in coin, necessitated as it would be to keep its promise to redeem the full amount of "called" 6'2s. The course of the market is shown in the table:—

10 A. M.	110¾	2:15 P. M.	110⅝
10:18 A. M.	110¾	3 P. M.	110¾
10:53 A. M.	111	3:45 P. M.	110⅝
11 A. M.	110⅞	4 P. M.	110¾
12 M.	111	5 P. M.	110⅝
1 P. M.	110¾	5:30 P. M.	110½ a 110⅝
2 P. M.	110¾		

In the gold loan market the rates ranged from five per cent for carrying to flat for borrowing. The operations of the Gold Exchange Bank were as follows:—

Gold cleared	$16,780,000
Gold balances	1,671,106
Currency balances	2,236,079

GOVERNMENTS LOWER.

The Assistant Treasurer opened proposals at noon for the sale to the government of one million of five-twenties and found tenders of $2,252,500, at prices ranging from 110.77 to 111.05. Gold, at twelve o'clock, was 111, yet Mr. Boutwell saw fit to take the later quotation of 110¾ as a basis of calculation, and accordingly rejected the whole amount. The government list, which had been firm on the noon price of gold, gave way on the announcement of

NO TREASURY PURCHASE OF BONDS,

and with the subsequent lower ruling of the gold market prices settled ¼ a ⅜ per cent, the closing street quotations being as follows:—United States currency sixes, 113 a 113½; do. do., 1881, registered, 116¼ a 116¾; do. do., coupon, 117¼ a 117½; do. five-twenties, registered, May and November, 110⅞ a 111⅛; do. do., 1862, coupon, do., 111¼ a 111½; do. do., 1864, do. do., 111 a 111¼; do. do., 1865, do. do., 111⅜ a 111⅝; do. do., registered, January and July, 112¾ a 114½; do. do., 1865, coupon, do., 113¼ a 113¾; do. do., 1867, do. do., 114⅜ a 114½; do. do., 1868, do. do., 114¼ a 114⅝; do., ten-forties, registered, 109¼ a 109⅝; do. do., coupon, 109½ a 109¾.

THE RAILROAD BONDS.

The following were the bids for the railroad bonds:—

New York Cen 6's, 1883	90	Tol & Wab cons con	86½
New York Cen 6's, 1887	91	Gt West 2d m. 1893	82
New York Cen 6's, r e	86	Quincy & Tol 1st, 1891	86
New York Cen 6's, sub	86	Ill & South Iowa 1st m	87½
Erie 1st m. sterling	97½	Gal & Chic extended	102½
Erie 7's, 2d m. '79	92½	Gal & Chic 2d m	96½
Erie 7's, 3d m. '83	96	Chic, R I & Pacific	102½
Erie 7's, 4th m. '89	96½	Morris & Essex 1st m	102
Erie 7's, 5th m. '88	85½	Morris & Essex 2d m	99½
Buf, N Y & E 1st m, '77	93	Olev & Tol s f	102
Long Dock bonds	91½	New Jersey Cen 1st, n	105
Hud R 7's, 2d m, '85	105½	New Jer Cen 2d m	100
Hud R 7's, 3d m, '75	100½	Pitts, F W & Chi 1st	106
Harlem con mtge s f 6's	90	Pitts, F W & Chic 2d m	101
Alb & Sus 1st bonds	101	Pitts, F W & Chic 3d m	97
Alb & Sus 2d bds	93	Clev & Pitts con s f	92½
Mich Cen 1st m 8's, '82	116	Clev & Pitts 2d m	97
Mich Cen 6's s f 1st m	109½	Clev & Pitts 3d m	95
Mich S & N I 1st 7 p c	96½	Clev & Pitts 4th m	85
Mich S & N I 2d 7 p c	100½	Chic & Alton s f	98
Pac RR 7's, guar by Mo	102	Chic & Alton income	93
Central Pac gold bonds	103½	Ohio & Miss 1st m	101
Union Pacific 1st m bds	97½	Ohio & Miss con	93½
Union Pac 1st grant 7's	79	Ohio & Miss 2d m, con	83
Union Pac income 10's	82½	St L & Iron Mt 1st m	92
Ill Cen 7 p c 1875	105	Mil & St Paul 1st m 6's	106½
Alton & T H 1st m	95	Mil & St P 1st m, 7 3-10	95
Alton & T H 2d m pref	55½	Mil & St Paul 1st m	94
Alt & T H 2d m inc	77	Mil & St Paul, I & M D	88
Chic & N W s f	100½	Mil & St Paul 3d m	81
Ch & N W 1st m	99	Chic & Mil 1st m	95
Chic & N W con bds	92½	Ill & Chic 1st m	107
Chic & N W 1st m	99	Col, Chi & Ind Cen 1 m	89
Han & S Jos 1 grant	101	Col, Chic & Ind Cen 2 m	71
Han & St Jo con	94½	Tol, Peo & W, S D	92
Del, Lack & W 1st m	101	Tol, Peo & W, W D	88
Tol & Wab 1st m, s f	94½	Tol, Peo & War 2d m	79½
Tol & W 1st m, St L div	86	Ros, Har & Erie gtd	20
Tol & Wab 2d m	90½	Cedar F & Minn 1st m	84½
Tol & Wab equip bds	89		

SOUTHERN SECURITIES DULL.

The Southern list was dull and generally steady. The South Carolinas were exceptionally active, and alternately strong and weak, the July bonds opening at 38 and closing at 35¾. The following were the final street prices:—Tennessee, ex coupon, 66 a 66¼; do. new, 65¼ a 66; Virginia, ex coupon, 63 a 64; do. registered stock, old, 52 a 54; do. sixes, consolidated bonds, 64 a 64¼; do. sixes, deferred scrip, 28¼ a 28¾; Georgia sixes, 75 a 80; do. sevens, 85 a 92; do. sevens, gold, 92; North Carolina, ex coupon, 35 a 36; do. funding, 1866, 25 a 29; do. do., 1868, 21 a 23; do. new, 18 a 20; do. special tax, 14 a 15; Missouri sixes, 97½ a 98; do. Hannibal and St. Joseph, 93 a 95; Louisiana sixes, 65 a 69; do. new, 58 a 62; do. levee sixes, 62 a 65; do. do. eights, 70 a 78; do. do. eights, 1875, 75 a 80; do. Penitentiary sevens, 60 a 70; do. railroad eights, 70 a 78; Alabama fives, 65 a 69; do. eights, 100 a 102; do. eights, Montgomery and Eufala Railroad, 90 a 95; South Carolina sixes, 60 a 70; do., new, January and July, 35½ a 36; do. do., April and October, 32 a 35; Arkansas sixes, funded, 55 a 58.

STOCKS UNSETTLED AND STRONG.

The course of stocks was in direct and very close sympathy with the several influences above set forth. That is, the market was weak early in the day on the still fairly urgent inquiry for money, the decline being further helped by the bolder operations of the speculators for a decline, to whom the depression of the past few days had been a convincing argument that the majority of the street had been converted from the "bull" to the "bear" side. Hence a steady pressure of sales from both "bears" and despondent "bulls" led to a gradual decline, which reached its extreme about the end of the second board, and ranged from ½ to 2 per cent, although some effort had been made at reaction when midway of the last call money was discovered to be growing easier. Whatever influence was thus exerted was entirely overcome a little later, when it was announced that Mr. Boutwell had refused to buy any bonds—a proceeding depriving the street of so much anticipated money. But all these minor considerations were soon lost sight of in presence of the important news that six millions of Treasury checks were on their way to the city to pay for redeemed bonds. These checks are, of course, so much gold. Six millions of gold thrown suddenly into the banks was a startling development for the "bears," who, to rectify their course, began covering their contracts, and induced a sharp upward movement late in the afternoon, which took prices nearly if not quite back to the morning figures, and in the case of Ohio and Mississippi, Pacific Mail and Rock Island to the highest quotations of the day's business. The rumor about a new issue of Union Pacific, which was so freely current on the street Monday evening, is stated by the officials of the road to have no foundation, so far as their intentions are concerned.

HIGHEST AND LOWEST PRICES.

The following table shows the highest and lowest prices of the principal stocks during the day:—

	Highest.	Lowest.
New York Central consolidated	92	91⅝
New York Central scrip	87⅞	86⅝
Erie	30⅝	30¼
Reading	113½	113¼
Lake Shore	88⅞	87¾
Lake Shore scrip	82⅛	81⅝
Wabash	63¾	62¾
Pittsburg	126	124
Northwestern	61⅝	60¼
Northwestern preferred	90⅞	89⅛
Rock Island	103½	102⅝
St. Paul	54½	54
St. Paul preferred	78¼	77¾
Ohio and Mississippi	42	41
Union Pacific	27⅝	26¼
Hannibal and St. Joseph	51½	51
Western Union Telegraph	67½	66¾
Pacific Mail	47	46¼

SALES AT THE NEW YORK STOCK EXCHANGE.

Tuesday, Nov. 28—10:15 A. M.

$11500 US 5-20, c, '62	111⅜	$1000 W U Tel 7's bds	92⅝
1000 do	111⅜	2000 Detroit, M & T cl bds	96