THE COURTS.

A Libel Suit Ordinary and One Extraordinary.

CARE OVER CARGOES.

Curious Countercharges in a Suit for Divorce.

In the Superior Court a libel suit of special interest to insurance companies was begun yesterday by filing a complaint in the case of the Knickerbocker Casualty Insurance Company against the Metropolitan Plate Glass Insurance Company. Both companies belong to this city. The damages in the case are laid at $100,000. It is alleged by the plaintiffs that the defendants, in publishing their statement in July last of the condition of their company, had printed on the back of the circular an article from the New York *Trade Reporter* affecting the credit of plaintiffs and intimating their insolvency. The plaintiffs say further that this was a malicious libel, because it is a fact notorious to insurance people that in 1876, when the plaintiffs' company was organized, they deposited $100,000 with the State Department of Insurance, which is a larger sum than is placed as guarantee by any casualty insurance company in this country, and that it can be seen from the official report of the Superintendent that they have a larger sum to meet liabilities than any similar company and have a larger surplus over its capital than any company in America. The New York *Trade Reporter*, as is claimed, published similar attacks on a Philadelphia company. When the answer to the above complaint is put in, for which twenty days are allowed, a possibly different complexion may be given to the story.

Another libel suit of somewhat different character, and with the damages placed at a good deal lower figure, is one brought by Walter H. Ackerman through his counsel, Mr. George P. Andrews, against J. M. Bradstreet & Son, alleged proprietors and publishers of a circular news letter, entitled "Improved Mercantile Agency." It is charged in the complaint that the defendants caused to be printed in their issue of the 28th inst. the following, which to ordinary readers would appear to be a rather cabalistic announcement:—"Ackerman, Walter H.—62 on fixtures $100," but which it is stated is at once understood by all business men as announcing the fact that Mr. Ackerman has given a chattel mortgage for $100 on the fixtures in his place of business, he being a house and sign decorative painter. Upon the further allegation that this statement is false and damaging to his business the present suit is brought, and $2,000 asked as compensatory damages.

IMPORTANT ADMIRALTY DECISION.

A decision was received yesterday from Judge Blatchford in the case of Charles A. M. Dowell vs. The Ship Niagra. The decision states that the libellant in this case was Mr. Charles A. M. Dowell, who, in March, 1875, shipped on board the ship Niagra, at Liverpool, to be carried to New York, 1,950 sacks of fine table salt, called Ashton salt. The libel alleges that the ship carried on the same voyage about 100 kegs of powdered arsenic, which was stowed on the main deck, and immediately abaft the near or main hatch; that during the voyage the kegs of arsenic spread and were sifted over the bags and impregnated the salt with poison that rendered it utterly unfit and unfit for use and valueless, or nearly so. Judge Blatchford held that it was the duty of the ship, as it had the means to do so, to set apart the bags which appeared externally to have come in contact with the arsenic; that as it was the ship drove the libellants to the chemical analysis of each bag or to a reckless sale of all the bags; that they were not bound to take either course; that those in charge of the ship destroyed the commercial value of the salt as table salt by the course they pursued, and that the ship must respond for the damages, in the best way, of the difference between the value of the salt in the market of New York, as table salt, and what it brought on its sale. A decree was entered, with costs, for a reference to assess the damages. Mr. John E. Parsons appeared for the libellants and Henry Nicoll and James Emott for the claimants.

CURIOUS DIVORCE SUIT.

A divorce suit presenting some rather singular features is that brought by Mrs. Alice Rowe against her husband, Edward J. Rowe. The parties were married in Waterford, Ireland, in October, 1869, her husband at that time being attached to an English regiment. Two years later they came to this city, where they have remained ever since, three children having been born of the marriage. In her complaint she alleges that in 1875 he entered upon a course of cruel treatment of her, at times beating her, leaving her without food, and when she was sick refusing to give her proper medical treatment. In his answer he denies these charges and substantiates his denial by affidavits of three sisters of Mrs. Rowe. He alleges that she is a religious fanatic; further, that she was influenced to take the present proceeding by a clergyman. Judge Larremore referred the case to William J. Kelsey to take testimony. Mr. Benjamin Merrett appears for the plaintiff and Mr. William F. Howe for the defendant.

A PLEA OF INNOCENCE.

Writs of habeas corpus and certiorari were granted yesterday on application of Mr. William F. Howe by Judge Donohue in the case of Louisa Wetzel, committed to the City Prison by Coroner Flanagan on a charge of having caused the death of her paramour, Valentine Listerman, by cutting and horribly mutilating him with a razor, the facts of which have already been fully published. The petition was in the usual form, setting forth her innocence of the charge preferred against her and her commitment by a court of incompetent jurisdiction. The writs were made returnable to-morrow, when the alleged female butcher will be arraigned in court.

SUMMARY OF LAW CASES.

Frederick Quaroir, the colored man arrested on Friday for offering for sale 500 cigars in old boxes, was committed yesterday by United States Commissioner Deuel to await the examination of the Grand Jury. Hoser Commenway, who is supposed to be the manufacturer of the cigars, was also committed for a similar offence. Both men are Cubans.

John Murphy, a seaman on board the ship Sir Robert Peel, was charged on Friday, on the ship arriving in port, with stealing on the high seas £7 10s. in English money, and two cents in American money, from John Hendy, one of the crew. The prisoner was held for examination till yesterday, but as the complainant did not appear he was discharged.

It was arranged yesterday that Frederick Buckingham, charged with the forgery of a check of $5,442 on the Bank of the State of New York, shall be tried at the October term of the Court of Oyer and Terminer. Buckingham, it will be remembered, was mistaken by an astute police detective force for the renowned Chauncey Johnson. Buckingham will be defended by ex-Judge George M. Curtis and the prosecution will probably be conducted by District Attorney Phelps.

A hearing was had yesterday before Judge Donohue in the habeas corpus proceedings taken out by the grandfather of Edgar Hunt, a boy about eleven years of age, to compel the New York Juvenile Asylum to give him up, he having, as already stated in the HERALD, been committed by a police magistrate to that institution at the instance of his grandfather, but with the understanding that he should be restored to him when wanted. After hearing the facts of the case Judge Donohue directed that the boy be consigned to the care of his grandfather. When Judge Donohue announced his decision it was stated that the institution refused to give up a suit of new clothes worn by the boy on his admission to the asylum. An order was at once given that such suit of clothes be delivered to the grandfather.

DECISIONS.

MARINE COURT—CHAMBERS.

By Judge Sinnott.

Kassebaum vs. Baschoff.—Motion for leave to discontinue as to alleged infant defendant denied, without costs, and with liberty to plaintiff to move additional proof tending to show that he supposed the alleged infant to have been of age.

Schleich vs. Glaser.—Motion for a new trial as to Caroline Glaser denied, without costs; new trial granted as to Charles Glaser, costs to abide event.

De Young vs. Hudson.—Motion denied, without costs.

Stutz vs. Youmans.—Order settled and filed.

Maxwell vs. Norris.—Bond on appeal approved.

Zeh vs. Booth; Berubo'z vs. McManus; Hopkins vs. Heim.—Proceedings dismissed.

Rosenthal vs. Conner.—Motion granted.

Schramm vs. Honenstein.—Granted.

Cassidy vs. Dougherty.—Motion denied, with $10 costs.

Downing vs. Lenain.—Attachment refused and proceedings dismissed. No costs.

Wolf vs. Cohen; Abbott Downing Co. vs. The New York District Express Company; Cournique vs. Cristel; Houghton vs. The Douglass Manufacturing Company; Market National Bank vs. Brown; Gerlach vs. Pillot.—Orders granted.

Cochet vs. Kaist.—Order amending summons.

LUCKY SHOPLIFTERS.

In the early part of May last Rose McLean and Augusta Hentze were arrested by Detectives Corwin and Falk, of the Brooklyn police, on two charges—one of petit larceny, in stealing calico wrappers, worth $4, from E. J. Swan's dry goods store, and one of grand larceny, in stealing two piano covers, valued at $27, from W. & H. Mumford, Fulton street, Brooklyn. They pleaded guilty to petit larceny in both cases, and Justice Bloom accepted the pleas and sentenced them to three months each on each charge on the 25th of May last. Counsellor Keady, who defended them, brought Rose McLean before Judge McCue, in the City Court, on the 6th of June and pointed out the irregularity of the commitment. The Judge himself found that the same was wrong in commitment No. 2 and discharged her on that, but remanded her on the first commitment. She was therefore discharged on Friday, the first three months having expired. Yesterday Mr. Keady had the other woman, Augusta Hentze, brought before Judge McCue on habeas corpus and asked for her discharge. Ex-Judge Troy, who argued the case, showed that the commitment was invalid and void. It stated that the value of the piano covers was $27, grand larceny. Over this the Justice had no jurisdiction, except to examine the case and commit for the action of the Grand Jury or discharge the prisoners, as the evidence might warrant. Assistant District Attorney Snell appeared in opposition, but admitted that the commitment was wrong, and Augusta Hentze was also discharged. She is a resident of Waterbury, Conn., and had never been arrested before. Rose McLean is a resident of New Jersey and the mother of eight children. The police claim to know all about her antecedents.

IMPORTANT MORTGAGE DECISION.

LIABILITY FOR DEFICIENCY THROUGH DEPRECIATION OF PROPERTY IN NOT FORECLOSING AT MATURITY.

An important decision has just been rendered by Judge Reynolds involving some new and interesting points as to liability for deficiency in not foreclosing at maturity, the mortgaged property in the meantime having depreciated in value. The decision was in the suit of Russell vs. Weinburg et al. The following is Judge Reynolds' opinion:—

The defendant, McCrum, after making the mortgage in suit, conveyed the mortgaged premises to defendant, Weinberg, she assuming the payment of the mortgage upon the maturity of the bond and mortgage. McCrum, having thus come into the possession of surety, requested the plaintiff (the mortgagee) to proceed immediately to foreclose and collect the debt on the ground that the premises which were then sufficient to satisfy the mortgage might depreciate so as to become an inadequate security. The plaintiff neglected for a year to commence his suit, and the proof now shows that although the premises were of sufficient value to pay the mortgage debt and costs of foreclosure at the time the request was made they have since so far deprecated as to make it altogether probable that there will be a deficiency after applying the proceeds of the sale. The question is whether the defendant McCrum should be made liable for such deficiency. The rule seems to be that if the creditor omits to do an act, on the requirement of the surety which equity and his duty to the surety enjoins on him to do, and the surety is injured by the omission, the latter ought not to be held. That duty enjoins upon the creditor to enforce payment from the party primarily liable, and if being requested by the party to collect the debt when it is collectible from such party by measures of active diligence the creditor refuses or neglects to do it until it becomes uncollectible from the principal, such conduct ought to be a defence in equity to any suit brought against the surety to charge him with the payment of the debt. But failure on the part of the creditor to comply with the request of the surety to enforce payment of the debt will not exonerate the party unless it results in actual injury to him, and then only to the extent of such injury. The solvency of the debtor, or the sufficiency of the fund at the time when the request to collect was made and subsequent insolvency or insufficiency are essential parts of the defence of the party and must be alleged and proven by him. Thomas on mortgages 70, 71; Romsen vs. Beekman (35 N. Y., 552). Plaintiff claims, however, that defendant McCrum has not brought himself within the rule releasing sureties, he not having shown that the defendant Weinberg is insolvent, and that as it does not appear but that plaintiff may be able to collect any deficiency out of her, defendant McCrum is not shown to have sustained any injury from the plaintiff's delay.

The answer to this is that if it turns out that the deficiency can be collected from Weinberg it will be the duty of the plaintiff to so collect it, and in that case there is no occasion for a decree holding the defendant McCrum; but if cannot be collected from Weinberg and the defendant McCrum should be made liable he would be thereby damnified through the plaintiff's neglect to the precise extent of the payment which he would thus be compelled to make. The mortgage having been collectible out of the property when the surety requested its collection he ought not now to be called upon to make up for the subsequent depreciation of the property, and therefore there should not be any such direction against him in the judgment. Such direction, if effectual, would compel him to meet a deficiency which would not have existed if the creditor (the plaintiff) had complied with his reasonable request.

There must be judgment for a sale of the premises and making the defendant Weinberg liable for any deficiency.

Mr. Rufus L. Scott appeared for the plaintiff and Mr. Roger H. Lyon for defendant, McCrum.

KINGS COUNTY SURROGATE'S COURT.

During the past week the wills of the following named persons, deceased, were proved in the Kings County Surrogate's Court, before A. H. Dailey:—James P. Kirkwood and William Johnson, both of the city of Brooklyn.

Letters of administration were granted in the estates of the following named deceased persons, viz.:—Lucy A. McLaughlin, of Jersey City, N. J.; Daniel Barnes, James Illingworth, Louisa Heidenreich, Joseph Johnson, Catharine Costigan, Patrick Lee, Jonathan R. Peck, Winifred Becker, Eliza Mulcahy, George Irwin, Solomon W. Spratt, all of the city of Brooklyn.

Letters of guardianship of the persons and estates of Achille Jean Constantin, Gustave Henry Constantin and Julie Corinne Constantin to Jean B. A. Constantin; of Catharine Beiswanger, John Beiswanger, Lena Beiswanger and Frederick Beiswanger to John Beiswanger; of George Horn to Appolonea Fetzer; of Henrietta Smith to Aletta A. Hartough; of James Mulcahy and Thomas Mulcahy to Elizabeth Kelly, all of the county of Kings.

THE FIRSCHLAND DIVORCE SUIT.

Motion was granted in the Brooklyn City Court substituting Baldwin F. Strauss as counsel for Mrs. John Firschland, in the place of Colonel Henry Weyenborg, her former legal adviser, in the suit brought against her for adultery by her husband, Dr. Firschland. The case was tried last spring, and the verdict then was in favor of the defendant. Mrs. Firschland has a suit pending against her husband.

UNITED STATES SUPREME COURT.

DECISIONS.

WASHINGTON, August 25, 1877.

The United States Supreme Court has rendered decisions as follows:—

APPEAL FROM THE COURT OF CLAIMS CERTIORARI—NEW TRIAL.

No. 119. The United States vs. John Young, assignee and trustee in bankruptcy of Alexander Collins.—Appeal from the Court of Claims.—During the pendency of this suit in this court the Court of Claims, assuming to act under the authority of section 1,088, Revised Statutes, has granted a new trial, and the United States now ask to dismiss their appeal. This we have often decided we have the right to do. (Latham's and Deming's Appeals, 9 Wall., 145.) In United States vs. Ayres, 9 Wall., 610, the motion to dismiss was made by the appellee and resisted by the United States, but it was held "that the order granting the new trial has the effect of vacating the former judgment and to render it null and void," and the appeal was consequently dismissed. The same principle was recognized in United States vs. Crussell, 12 Wall., 175; ex parte Russell, 13 Wall., 664, and ex parte United States, 16 Wall., 699. The appellee asks, however, that the cause may be retained and that the proceedings under which the new trial was granted may be brought here by writ of certiorari for re-examination. Unless this can be done he admits that the United States should be permitted to dismiss their appeal. We have only such appellate jurisdiction as has been conferred by Congress, and in the exercise of such as has been conferred we can proceed only in the manner which the law prescribes. (Barry vs. Mercein, 5 How., 119; Durosseau vs. United States, 6 Cranch, 314; United States vs. Curry, 6 How., 113; ex parte Vallandigham, 1 Wall., 251.) From the judgments of the Court of Claims appeals are allowed to this Court (section 707 Rev. Stat.), but no provision has been made for writs of error. Consequently we cannot proceed by writ of error to review the decisions of that Court.

At common law the writ of certiorari is used for two purposes—First, as an appellate proceeding for the re-examination of some action of an inferior tribunal; and second, as an auxiliary process to enable a court to obtain further information in respect to some matter already before it for adjudication. It is for the last purpose only that the writ is employed in this Court.

In the present case the writ is asked, not to bring here any part of the record of the Court of Claims as it existed when the appeal was taken, but to obtain a new record of a new proceeding which has been had since, and by which the judgment appealed from has been vacated and a new trial granted in the Court below. The object is to inform us not of what was done before the appeal, but of what has been done since. One action under the appeal, however, is confined to what was done before, and if we act at all upon what has been done since, it must be in consequence of some new jurisdiction to be acquired. From what has already been said it is clear that for such a purpose we have no power to issue the writ. The Court of Claims, by granting a new trial, has resumed control of the cause and the parties. This it had the right to do. Such a power may be somewhat anomalous, but it is expressly given, and every person, when he submits himself to the jurisdiction of that Court for the prosecution of his claim, subjects himself to its operation. The proceedings under which the new trial was obtained are now a part of the record below, and after judgment is finally rendered may be brought here by appeal for review. Let an order be entered dismissing the appeal upon the motion of the United States. The motion for a writ of certiorari is denied.

The Chief Justice delivered the opinion.

THE NATIONAL BANKING ACT—STATE BANKS MAY BECOME NATIONAL BANKS WITHOUT STATE AUTHORITY.

No 15 (original)—Nicholas W. Casey, as receiver of the New Orleans National Banking Association, plaintiff, vs. Count Coffredo Gatti.—The declaration avers as follows:—On and before the 3d day of June, 1864, the Bank of New Orleans was a banking corporation organized under the laws of the State of Louisiana, and as such carried on the business of banking until about the 1st day of July, 1871, when the bank, by due proceedings under the act of Congress entitled "An act to provide a national currency, secured by a pledge of United States bonds, and to provide for the circulation and redemption thereof," approved June 3, 1864, became a national banking association under said act of Congress, and as such took the name and style of the New Orleans National Banking Association, and carried on the business of banking until the 4th day of October, 1873, when it failed and suspended payment. Thereupon the Comptroller of the Currency, after due proceedings, appointed a receiver for the association, and it was put in liquidation under the act of Congress before mentioned and the acts amending it, and the plaintiff is such receiver, being lawfully appointed under the said act. By the conversion of the Bank of New Orleans into such banking association every holder of the shares of the capital stock of said Bank of New Orleans became a shareholder of the capital stock of said New Orleans Banking Association to the amount of his shares, and as such subject to the liabilities imposed by said act of Congress on such shareholders. There is owing by the association to its creditors large sums of money. Its assets are insufficient to pay its debts. It has become necessary, in order to pay the debts, to enforce the liability of the shareholders. The Comptroller has decided that this shall be done.

On the 7th day of June, 1875, by his order in writing, he required the plaintiff, as such receiver, to enforce such liability against each stockholder to the amount of the par value of his stock held at the time of the failure of the association. The capital stock of the association was $600,000, divided into 20,000 shares of the par value of $30 each.

The defendant is an alien, a subject of the Kingdom of Italy, and vice consul, &c. At the date of the failure of the association he was the owner of fifty shares of the capital stock, of the par value of $30 for each share. By reason thereof he is liable to pay the sum of $1,500. He has been specially requested to pay that sum, and has refused to do so. The plaintiff is, therefore, entitled by force of the statute to recover the said sum of $1,500, with interest at the rate of five per cent per annum.

It was agreed by the parties that demurrers, pleas, replications and other pleadings might be filed without reference to the order in which they were properly pleadable.

The defendant demurred to the declaration and assigned the following causes:—

First—That the defendant is bound to contribute ratably, and that the proper amount can be ascertained only in equity.

Second—That the defendant is bound to contribute ratably to pay a large sum; that this sum is not stated in the declaration, and hence what would be ratably and proper does not appear.

Third—That the obligation of the defendant is to pay into the hands of the Comptroller of the Currency a ratable portion of the debts of the association proved before him, and the declaration does not show that any debts had been so proved.

Fourth—That the declaration demands a larger sum than the defendant is required by the statute to pay, and also an additional sum by way of interest.

In regard to the first three of these objections it is sufficient to say that Kennedy vs. Gibson (8 Wall., 498) is conclusive against them.

On certain pleas in abatement it is held that no authority from the State was necessary to enable the bank to change its organization from a State to a national banking association. The option to do that was given by the Banking act, and the power conferred was ample. The act is silent as to any assent or permission by the State. It was as competent for Congress to authorize the change as to create such institutions originally. It is also held that the decision of the Comptroller of the Currency as to the completeness of the corporation is conclusive of the point. Demurrer sustained.

Mr. Justice Swayne delivered the opinion.

CHESAPEAKE AND OHIO CANAL COMPANY'S CONSTRUCTION BONDS—INTEREST ON COUPON BONDS—THE RULE.

No. 193. W. W. Corcoran, appellant, vs. the Chesapeake and Ohio Canal Company.—Appeal from the Supreme Court of the District of Columbia.—The Chesapeake and Ohio Canal Company, from the date of its organization, in 1824-5, issued several series of bonds, secured by as many mortgages on its property. The largest of these mortgages was the earliest, and was given to the State of Maryland for several millions of dollars. Another was made to the State of Virginia, both of which States contributed largely by the use of their credit to the construction of this important work. In the last stages of the struggle to extend the canal to Cumberland, where it reached the coal beds, which alone have made it of any value, the company issued another series of bonds, to the amount of $1,700,000, for the payment of which it pledged, by way of mortgage, the revenues and tolls of the canal after deducting the necessary cost of running the canal and its repairs, and perhaps some other defined outlays. In this mortgage Mr. Corcoran, the complainant and appellant in the present suit, was one of several trustees for the benefit of the bondholders, and Mr. Corcoran himself became, and according to the statement of the present bill is now, a large holder of these bonds or of the coupons for interest on them. The purpose of the bill filed in this case by Mr. Corcoran, in the Supreme Court of the District of Columbia, on behalf of himself and all others in like condition as holders of this class of bonds, is to enforce the payment of the coupons of interest due and unpaid for many years past. The defendants to the bill are the Chesapeake and Ohio Canal Company, the State of Maryland and the remaining trustees of the mortgage bonds on which the suit is founded. They have all answered except the State of Maryland. The answer of the trustees is unimportant. The canal company admit the indebtedness and the failure to pay, but deny that under the reservation of the mortgage of the tolls and revenues in plaintiff's mortgage there is now, or has been in their hands any part of said revenues, which they could lawfully appropriate to the payment of said coupons, except so far as they have already done so. After several amendments of the pleadings and stipulations as to facts the issue was finally narrowed to two questions, namely, the jurisdiction of the Supreme Court of the district and the right of the holders of the interest coupons to exact out of the net revenues of the company payment of interest on those coupons from the respective dates when they fell due.

The first of these questions is raised by the proposition of the defendants, the canal company, that the State of Maryland is a necessary party to the suit, and as she has not voluntarily appeared, she cannot be made amenable to any process to compel an appearance, the bill must be dismissed on that ground. In the view which this Court takes of the other question, and as the court has jurisdiction as to the canal company, it is unnecessary to consider or decide this one. In reference to the question of interest upon the interest coupons, the canal company, in its answer to complainant's bill, alleges that in a suit brought by the State of Virginia, in the Circuit Court of Baltimore city, to which suit the present complainant and his co-trustees, the State of Maryland, the canal company and others, representing all the various classes of bondholders, were parties, "the issue raised in this case, that the coupons upon said preferred bonds are entitled to bear interest from their maturity, which is to be allowed payment out of the revenue of the respondent in preference to the claims of the State of Maryland, was distinctly presented, was argued among others by the solicitor of the complainant in this case, and was decided by the Court in opposition to the claims of said complainant, as then asserted and as reiterated in the bill in this case." The record of that suit, including the opinion of the Court of Appeals and the brief of the counsel of the present appellant, are made exhibits. The bill of the State of Virginia distinctly claims interest upon the coupons which she held, standing in the same relation as those of the appellant here. The right to that interest as a preference to the debt of the State of Maryland is denied by the answers of the canal company and the State of Maryland. Mr. Corcoran and his co-trustees submit all those matters to the decision of the Court. It was, therefore, properly in issue. Indeed, the whole subject of priority of lien as to the revenues and tolls of the canal was before the Court, and was the very matter to be decided, and necessarily included the question whether the State of Maryland, in the statute by which she waived her prior lien, so far as the revenues of the company were concerned, in favor of the class of bonds and coupons held by the State of Virginia and those represented by Corcoran, as trustee, included interest upon interest or only principal and current interest.

The opinion of the Court of Appeals of Maryland, found in the record as an exhibit, and reported in 32 Maryland R., 501, while conceding the general rule that where the annual or semi-annual interest on a bond is represented by a distinct coupon, capable of separation and removal from the main instrument, it bears interest from its maturity if unpaid, holds that under the special statute of Maryland, authorizing the pledge by the canal company of its revenues for the payment of those preferred bonds and interest, and waiving her own existing priority of claim on those revenues, simple interest only was meant, and that, as to the lien on those revenues and tolls, the interest on the coupons were not included in the lien.

The opinion undoubtedly decides the very point in controversy here. It is said, however, that this is only an opinion, and that unless a judgment or decree is produced there can be no estoppel, and the principle asserted is undoubtedly correct. But in a stipulation signed by the parties to the present suit it is agreed "that a decree has been passed by the Circuit Court of Baltimore city making distribution of the net revenue of said canal company, and ordering their payment from time to time as the same accrue in conformity with the said opinion."

The conclusion is that, under these circumstances, the opinion of the Court in the case cited became the law of the whole case as to the parties bound by that decree. Affirmed.

Mr. Justice Miller delivered the opinion.

NELLIE RICE'S AMBITION.

Mrs. Sarah E. Hunter, of No. 2,031 Third avenue, last June discharged from her employ Nelly Rice, a pretty seventeen year old chambermaid, for being pert and forward. When Nelly got out of sight Mrs. Hunter found she had carried off the following articles:—One silk dress, $50; one silk gown, $25, with underclothing, trimmings, bugles, &c., $15—making $90 in all. The loser notified Detective Clark, who at once spread his net. On Friday night Nelly walked into it. Yesterday, in the Harlem Police Court, Justice Kasmire committed her. Detective Clark, with Nelly's aid, recovered all the stolen garments and returned them to the owner, a little the worse for wear. Nelly was led to the act by a love for finery and a desire to appear like richer folks. She wrote her name Miss Nelly Rice, in a bold, handsome hand, in the Court register, and was then conducted to a cell.

SCOTT'S CONFESSION.

John C. Scott was yesterday committed in the Harlem Police Court, by Judge Kasmire, for stealing a fifteen dollar overcoat from the store of Philip Kelly, No. 2,124 Third avenue. Mr. Kelly has within a year past missed many articles from his store, and Scott admitted in court having taken them.

A SHOVEL ARGUMENT.

James Hogan and John Crawford, of West Sixty-eighth street and Tenth avenue, discussed the political outlook on Friday night. At the close Hogan lay on his back, with his skull fractured, caused by Crawford's shovel coming in contact with his head. Justice Kasmire committed Crawford yesterday in the Harlem Police Court.

THE GATEWAY OF MISERY.

One of the Most Remarkable Places in New York.

DARK PHASES OF HUMAN LIFE.

The Startling Experience of the Keeper of the Morgue.

There are few places in the world where in the course of one brief day so much of the nether side of humanity, so much of the grim and pathetic, the grotesque and ghastly, may be seen as under the high open porch of the building at the foot of Twenty-sixth street, East River, belonging to the Department of Charities and Correction. Through the wide portal of this unpretending structure pass daily to the city's institutions on the islands in the river quite a host of wrecked and disordered lives—abandoned drunkards, dissolute women, thieves, tramps, vagabonds and paupers, raving maniacs, hopeless epileptics and a countless number of other members of the dark and gloomy fraternity of crime and wretchedness. Through the same portals, and jostling the others, pass all sorts of people as visitors to the islands. Some are decent, poorly clad women, with baskets or bundles on their arms in which they are taking to a relative in the prison, workhouse, hospital or asylum some necessary article of clothing or luxury of food. Others more showily dressed, and evidently of a less respectable type, are bound on the same errand to some of their unfortunate male companions.

THE VARIETY OF VISITORS.

Then there are ladies dressed with all the refinement of Fifth avenue, whose purpose is evidently one of mercy and benevolence. There are Sisters of Charity and female missionaries of various denominations. There are Catholic and Protestant clergymen and large parties of people who have come from abroad and are desirous of seeing the famous institutions of which New York is so proud. These parties are of every degree of consequence and no consequence. One may be composed of distinguished foreigners chaperoned by Commissioner Tom Brennan; another, of city politicians and their friends; another, of a troop of militia soldiers on a visit to the city; another, of a gang of medical students, headed by a professor who is about to hold a clinic in one of the hospitals or asylums; another, a bevy of female pupils from some seminary in the country, and so on in endless variety.

THE BUSINESS OF THE ISLANDS.

The average number of visitors throughout the year is 300 a day. The average number of prisoners sent up from the various police courts is 150. There are three steamboats employed between the pier and the islands—the Bellevue, Captain Bird; the Minnahannock, Captain Steele, and the Fidelity, Captain Sykes. The pier and its approaches are under command of Captain Willis. The business transacted on the pier is brisk and constant. Everything furnished to the institutions is brought down here, and a force of men, nearly all good conduct prisoners from Blackwell's Island, is kept constantly employed hauling and rolling on board the various supplies of one kind or another, or dragging ashore empty boxes and barrels. In the morning, when the supplies of meat in great red sides are brought down for shipment, along with a hundred other kinds of provisions, the scene is a lively one. It is in the morning, too, that the prisoners from the police courts are driven up in tidy, lemon colored vans, drawn each by two horses. The little steamers hug the dock closely and appear to be almost a portion of it. There is a constant passing and repassing on board of men in penitentiary uniform, some wheeling trucks laden with boxes of wine and dainties for the sick, others carrying on their shoulders huge loads of beef or mutton, or bundles of clothing, &c. Finally, when the little steamer bound for Blackwell's Island is loaded down forward and is nearly ready to start, the rooms where the male and female are temporarily confined are opened, and a motley brigade of bummers, slipshod and shivering, some with symptoms of mania-a-potu come shuffling over the rough wooden planking and go on board.

MANY TYPES OF WRETCHEDNESS.

Among these are always seen a few men of respectable dress and appearance, and from the way they hang their heads it is evident they feel the situation keenly. Most of the bummers, however, are a hardened looking set who have long been strangers to shame, and they take the occasion as coolly as if they had been to the manner born. Coming from the cold cells of the station houses and not yet emancipated from the effects of a recent debauch, the misery of these poor wretches, more especially in the winter, as they leave on their voyage for the bleak and cheerless workhouse on the island is absolute. On the steamers they huddle together near the boiler, and if there are among them many who have been accustomed to the experience of Blackwell's Island they manage to become quite merry in spite of their wretchedness; but those who are going there for the first time prefer to commune with their own sad, reproachful thoughts. All classes of petty offenders are sent to the Island, the sneak thief being a conspicuous element in the lot. The women act differently from the men. The latter go on board without a word, but the former fill the air with wild laughter and indecent language the moment they get out upon the pier. They are placed in a different part of the boat from the men, and those who are old offenders among them treat the trip as lightly as if bound for Coney Island or Rockaway.

THE SAD SIGHT AT THE GATEWAY.

To sit on the bench underneath the high archway and watch the crowds as they come and go gives curious and abundant food for study. A policeman stands in the middle of the passageway to keep order, and an official of the Department of Charities and Correction stands near him, close to a narrow wooden walk, along which visitors pass one by one and show him their tickets, or, having none, pay thirty cents apiece and get admitted. What a varied crowd this is that presses forward through the entrance! Here is a woman, bent with the weight of years and clothed in faded and threadbare black, who wants to see a loved but erring daughter before she dies. The light of gladness has long since left her eye, but with the maternal instinct strong upon her, albeit hope and joy are fled, she will once more, and perhaps for the last time, embrace her who, perhaps, was the pride and solace of her heart, though now degraded to a prison cell. Here are two frail young girls, between the ages of eleven and thirteen, in cheap black calico dresses, with pinched faces, speaking of poverty and sorrow. They want to see their father, who has now been on the Island nine months. He was their chief support, but their mother struggled still to keep body and soul together, but she was unequal to the burden, and a bed of sickness and of death received her. Her little daughters go as bearers of the mournful news to the father in prison, and what thoughts may be his it is needless to imagine. Here is a woman in a tattered bonnet, with deep traces of suffering on her face. Two boys, her only support, have been on the Island over six months, and she has sold all that she possessed to keep herself from starving. She has a little, faded reticule in her hand, and in that, no doubt, she carries some small token of a mother's love. Here is an old man with thin white hair, and leaning on a stick. He wants to see his boy and let him know that his mother died the previous week, a broken hearted woman. The father's eyes are dim with tears as he says this, and he shakes his head sorrowfully as he thinks of what might have been had that boy escaped the paths of crime and dissipation. Now there comes a poor paralytic to illustrate in another way the thousand miseries to which frail humanity is subject. He is followed by an epileptic, and, glancing across the way to another and separate pier, a boat is seen about to leave with a cargo of human beings in all forms of loathsome disease. Surely this is a place to take a lesson, as well in the weaknesses of human nature as in the strength of benevolence and charity.

THE KEEPER'S STORY OF THE MORGUE.

As we sit on the bench observing the sad and suggestive sights which have been hinted at, but cannot be adequately described, White, the keeper of the Morgue close by, furnishes the gratifying intelligence that there has been only one fatal case of sunstroke this summer. "In 1872," said he, "I coffined one hundred and odd in a single day; that year there were 1,380 all told, fatal and otherwise."

"Did you coffin all the dead bodies yourself?"

"All myself. It would be hard work for a fresh hand, but I have been a long time at it."

"Do you never receive a shock at the sight of some of those bodies, bloated and mutilated as many of them must be?"

"Not now. You see, my business, like any other, breeds a habit of doing things mechanically, without the smallest bit of poetry or sentiment or, in fact, feeling entering into it. I must say though, candidly, I did receive a shock, one night in July of '72, that I'll never get over to my dying day. You see, a sunstruck body, unlike any other, will swell so in a short time after death as to be too large for any of our coffins. They must be encased at once and buried as soon as possible. Two bodies of large men that I had placed in coffins and nailed down in a corner of the dead house swelled so as to burst off or rather lift up the lids, so that the nails were loosened. This suggested an idea to me which I soon after put in execution. One very warm July day the body of a large man was brought to the morgue and I proceeded to coffin it at once. When I had nailed down the lid I took the coffins in which were the bodies of five others and piled them one on top of the other over the large man. All these were to be sent for interment in the morning. I slept that night within about ten feet of this pile of coffins and slept well; but just at midnight or thereabouts the most infernal racket filled the place, and at the same moment a coffin, with the lid off and the body out, struck where I was sleeping, and all the other four were tumbled promiscuously over the floor. The body of the large man at the bottom, surcharged, I suppose, with gases, actually lifted and tumbled over the entire weight on top of him. I thought the day of judgment had come. The cold, clammy face that struck mine sent a chill through me I never felt before and hope never will again. After I recovered from the shock I lit my lamp and saw a sight that would unnerve any stomach but such a one as I have got to keep. Two of the bodies were out of the coffins, which, you know, are mere shells, and the others were coming through, or appeared to be so, and the smell was overpowering. I don't want any such night as that again," said White, closing his curious narrative.

PROCEEDINGS IN CASES OF LUNACY.

The manner in which a man who becomes insane, and being a pauper is made a charge to the county, is transferred from the keeping of his family to that of the public asylums on the islands occurs in this way:—His friends or relatives take him before a police justice, who orders his examination by two physicians at Bellevue or the Ninety-ninth street reception hospital. Each of these signs a certificate of the man's insanity, giving in the middle of the blank form a brief synopsis of the nature of the case. He is then taken before the judge of any high court—Marine, Superior or Supreme—and the certificates of the doctors are countersigned. Finally he comes before one of the Commissioners of Charities and Correction, who sees there is no imposition practised upon the county by the man or his friends securing free maintenance for him by representing his inability to pay. The Commissioner, who is usually President Brennan, having satisfied himself that everything is all right, adds his autograph to the original certificates, and then the patient is transferred to the Lunatic Asylum. Thus it will be seen there are sufficient safeguards thrown around the commitment of people as lunatics to the public institutions. Insane people are admitted to all the city prisons when from violence or other causes they are unsafe to be allowed at large.

THIRTY MILLIONS IN LAW.

A WIDOW'S CLAIM FOR TWO HUNDRED SQUARE MILES IN WEST VIRGINIA AND KENTUCKY—SITE OF THE CITY OF LEXINGTON INVOLVED—VALUABLE COAL AND IRON PROPERTY—THE PLAINTIFFS RELATIVES OF MARTHA WASHINGTON.

A HERALD reporter called yesterday at No. 237 Broadway, the office of Mr. Thomas Cary, ex Assemblyman from Hudson county, N. J., who occupies Tweed's old rooms, and was informed that he had undertaken the conduct of an important suit for the recovery of 119,000 acres of land situated in West Virginia and Kentucky, 82,000 of which are in Fayette county, and on part of which the city of Lexington now stands. There are eight claimants, but the one who has the immediate conduct of the case is Mrs. Miller, present lessee of the Willow Haven Hotel, at Pamrapo, on the New Jersey Central Railroad. She recently figured extensively in a contested will suit against the bankrupt firm of Messrs. Cottrell & Babcock, printing press manufacturers.

At Mr. Carey's suggestion the reporter visited Pamrapo, and found Mrs. Miller, who gave, in brief, the following history of her claim. She produced a ponderous, richly bound family Bible, printed in 1763, at Cambridge, which, adjoining the title page, contained a list of subscribers, among which was a goodly array of the nobility and gentry of England. In the family register of the Old Dominion memento was recorded the fact that John Young, who was born in the city of Philadelphia, had emigrated to Alexandria, Va., in 1787, where he married and established himself as a cracker and pilot bread manufacturer, in a large stone house, which is still standing. His wife, whose maiden name was Marstella, was a connection of the Custis family, and consequently related to Martha Washington. His business flourished, and after accumulating considerable wealth he invested in 114,891 acres in the patent lands of the Commonwealth of Virginia, situated as follows:—82,000 acres in Fayette county, 19,000 in Harrison and the remainder in Monongalia, Ohio, Washington, Kanawha, Lincoln and Montgomery counties. These government lands were purchased or conveyed to him by others between the years 1784 and 1806, the deeds of which were registered in the court houses of the different counties and were signed by Governors Patrick Henry, B. Randolph, Edmund Randolph, James Monroe, B. Harrison and Henry Lee, all historical names. The amount paid varied from three to five cents an acre, and in a few minor instances was as low as half a cent. He probably invested from $3,000 to $4,000, which, however, at compound interest would reach to-day the snug sum of about $300,000.

A SPECIMEN GRANT.

One contains 56,000 acres, on which part of Lexington now stands. "Patrick Henry, Esquire, Governor of the Commonwealth of