THE DISPATCH.

BY COWARDIN & ELLYSON.

CASH—INVARIABLY IN ADVANCE.

DAILY DISPATCH is delivered to subscribers at FIFTEEN CENTS per week, payable to the carriers weekly. Mailed at $6 per annum; $3 for six months; $2.50 for one month for a shorter period.
The SEMI-WEEKLY DISPATCH at $3 per annum; $1.50 for six months.
The WEEKLY DISPATCH at $2 per annum.

DAILY DISPATCH.

VOL. XLIX. RICHMOND, VA., FRIDAY MORNING, JANUARY 28, 1876. NO. 24.

THE DISPATCH.

TERMS OF ADVERTISING;
CASH—INVARIABLY IN ADVANCE.

One square, one insertion	$0 75
One square, two insertions	1 25
One square, three insertions	1 75
One square, six insertions	3 00
One square, twelve insertions	5 50
One square, one month	10 00
One square, two months	18 00
One square, three months	25 00

SPECIAL NOTICES.

429 BROAD STREET. 429.

WE ARE COMING.

This is cheap, but figures count. Our motto is, Nimble sixpences and not slow shillings. Buyers, look to your interests! Having received our first invoice of SPRING GOODS, we are now prepared to offer goods so low as to astonish every buyer. Further talk is unnecessary. Now come the figures:
10 cases of CALICOES at 6¼ and 8½c., suitable for the present and coming season—these goods are the best manufactured;
ONE YARD-WIDE FRENCH CAMBRICS at one shilling, worth 25c.;
ONE YARD-WIDE FRENCH CAMBRICS at 10c. worth 20c.;
SHIRTING CAMBRICS (the largest assortment in the city) at 10c. worth 15c. per yard;
1 case SHIRTING PRINTS 1c. below cost price.
Remember well, this is the largest stock of prints ever seen in any dry-goods store before. Call early and get your supply.
ONE YARD WIDE BLEACHED COTTON at 8c. worth 10c. fully;
10 bales COTTON to sell at 10c., worth 12½c.
We have 500 pieces of the best known brands; among which are the LOCKWOOD MILLS at 11c.;
FRUIT-OF-THE-LOOM MILLS at 11c.;
WAMSUTTA MILLS at case prices;
DAVON SHIRTING CAMBRIC at 10c. per yard;
SOFT-FINISH CAMBRIC, one yard wide, at 12½c., actually as good as Lonsdale.
CASE COTTONS at 12½c.;
FINE BLEACHED and BROWN SHEETINGS at 25 and 30c.;
BED-TICKS at 10, 12½, 15, 20, and 25c.;
DOMESTIC PLAIDS and GINGHAMS at 8, 10 and 10c. per yard;
CHEVIOT SHIRTINGS—the largest stock in the city.
BLACK ALPACCAS and MOURNING GOODS at the lowest figure.
We have fifty pieces PLAID DRESS GOODS which we have been selling at 25 and 30c. now reduced to the low figure of one shilling;
CORSETS, all sizes, at 40c. worth 65c.;
A fine stock of better CORSETS at 50, 75c. and $1;
CASHMERE LACES! CACHEMERE LACES! We have the stock to select from;
LINEN LACES only 25c. a piece of twelve yards;
GERMAN LACES at 10 and 15c. worth 25c. a piece.
A few remnants of IRISH LINENS at about half their value;
LINEN SHEETINGS and PILLOW-CASE LINENS remarkably cheap;
LINEN and COTTON DIAPERS;
TOWELS, NAPKINS, DOYLIES;
BROWN and BLEACHED DAMASKS;
BATTING BATHS;
TABLE and PIANO-COVERS at very low prices.
Call soon as we have now the largest and best stock ever shown in this city.
SYCLE BROTHERS,
429 Broad street, between Fourth and Fifth.
Formerly
JULIUS SYCLE.
ja 27 SYCLE.

FRESH COD-LIVER OIL.

OUR OWN IMPORTATION.

We have just received a supply of our MEDICINAL COD-LIVER OIL, which is made only of healthy fresh livers, and has the endorsement of physicians and patients that it is MORE AGREEABLE TO THE STOMACH and more readily assimilated than any other.
MEADE & BAKER,
Importing Pharmacists,
919 Main street, Richmond, Va.

VERY SUPERIOR PEACH AND APPLE BRANDY; SCOTCH WHISKEY, and JAMAICA RUM, for sale by
OSCAR CRANZ,
ja 26-1w No. 14 Governor street.

CLOTHING.

CLOTHING—SPECIAL.

The LARGEST CLOTHING HOUSE in the State of Virginia where MEN'S, YOUTHS', and BOYS' garments are sold exclusively at retail is 1109 MAIN STREET. WM. IRA SMITH, whose annual sales have amounted to over $100,000 a year, and $1,000 in one day. Josh Billings did not overlook the house on his last trip, as the following will testify:

DEDICASHUN.

My admirashun for a man who places himself at the head of the procession
IN HIZ LINE,
and always stays there, induces me to dedicate myself to
SMITH THE CLOTHIER.
Yours, Josh Billings.
1109 MAIN STREET.
ja 28-eod4t

THE DEAD ALIVE!

THE LOST FOUND!

BECHER IS HIMSELF AGAIN.

B. BECHER, "THE CLOTHIER,"

has reopened his elegant establishment, and is now ready to serve his numerous friends and the public generally with any and everything usually found in a first-class
CLOTHING AND MERCHANT-TAILORING ESTABLISHMENT,
at 1403 Main street, Richmond, Va.
[ja 19-2m]

WATCHES, JEWELRY, &c.

BARGAINS! BARGAINS! BARGAINS!
TO BE HAD AT
S. A. WINSTOCK'S.

The following-named articles are for sale at great sacrifices. Call early and secure some of them:
1 eighteen-karat PATEK PHILIPPE & Co. STEM-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat TIFFANY & Co. STEM-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat A. ALEXANDER STEM-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat U. S. HENRY RANDEL STEM-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat F. RICHARD (flat back) STEM-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat ULISSES LACROIX (flat back) STEM-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat ULISSES BREELING STEM-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat A. WADSWORTH STEM-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat ULISSE PERRET STEM-WINDING GENTLEMEN'S WATCH;
1 fourteen-karat FAYETTE STRATTON STEM-WINDING GENTLEMEN'S WATCH;
1 fourteen-karat ASA FULLER STEM-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat J. RICHARDSON KEY-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat MATHE KEY-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat JAMES DUROIS KEY-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat A. & W. BOURQUIN KEY-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat HILTON KEY-WINDING GENTLEMEN'S WATCH;
1 sixteen-karat TAYLOR & SONS KEY-WINDING GENTLEMEN'S WATCH;
1 sixteen-karat WILLIAM BARRETT KEY-WINDING GENTLEMEN'S WATCH;
1 sixteen-karat WILLIAM SANFORD KEY-WINDING GENTLEMEN'S WATCH;
1 fourteen-karat ROBERT TAYLOR KEY-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat WADSWORTH KEY-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat TIFFANY & Co. KEY-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat J. C. ROBERT (duplex) KEY-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat M. J. TOBIAS & CO. KEY-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat ROBERT BRANDT KEY-WINDING GENTLEMEN'S WATCH;
1 eighteen-karat PAUL MATHEY DOUBT STEM-WINDING LADIES' WATCH;
1 eighteen-karat UNITED STATES WATCH COMPANY (shell case) STEM-WINDING LADIES' WATCH;
1 eighteen-karat F. G. MASSEY (engraved) STEM-WINDING LADIES' WATCH;
1 eighteen-karat UNITED STATES WATCH COMPANY (engraved) KEY-WINDING LADIES' WATCH;
1 eighteen-karat J. SAVILLON (engraved) KEY-WINDING LADIES' WATCH;
1 eighteen-karat ROOT & SON KEY-WINDING LADIES' WATCH;
1 eighteen-karat A. ALEXANDER (engraved) KEY-WINDING LADIES' WATCH;
1 fourteen-karat P. S. BARTLETT (shell case) KEY-WINDING LADIES' WATCH;
1 fourteen-karat SWISS STEM-WINDING LADIES' WATCH;
and many other gold and silver Watches too numerous to mention; Opera, Chatelaine, and Vest Chains; Amethyst and Diamond, Cameo, Onyx, Bloodstone, and Diamond Rings; Sleeve- and Bosom-Buttons; Two sets JEWELRY; one SOLITAIRE DIAMOND STUD, &c., &c., &c.
In order to realize the cash advanced on the articles they will be offered at ASTONISHINGLY LOW PRICES.
Every article guaranteed as represented.
No charge for showing goods or telling the prices.
Remember the place
S. A. WINSTOCK'S LOAN OFFICE,
ja 26-3t No. 17 Fourteenth street, under Exchange Hotel.

WATCHES of best quality for ladies and gentlemen; also, OPERA, VEST and CHATELAINE CHAINS; quantities of all kinds of RINGS and BUTTONS to be sold at about half the original cost. Come and see for yourselves. Open until 8 P. M.
S. A. WINSTOCK, Loan office,
de 16 No. 17 Fourteenth street, under Exchange Hotel.

LETTER-HEADS, $4 to $6.75 per ream, at the DISPATCH PRINTING-HOUSE.

SPECIAL NOTICES.

NOTTINGHAM LACES
FOR CURTAINS—
THE CHEAPEST EVER OFFERED:
NOTTINGHAM LACE at 15c. worth 25c.;
NOTTINGHAM LACE at 20c. worth 30c.;
NOTTINGHAM LACE at 25c. worth 40c.;
NOTTINGHAM LACE at 30c. worth 45c.;
NOTTINGHAM LACE at 35c. worth 50c.;
NOTTINGHAM LACE at 40c. worth 60c.;
NOTTINGHAM LACE at 50c. worth 75c.;
NOTTINGHAM LACE at 60c. worth 85c.;
NOTTINGHAM LACE at 75c. worth $1;
NOTTINGHAM LACE at $1 worth $1.50;
NOTTINGHAM LACE CURTAINS at $3 per set (for two windows) worth $5;
NOTTINGHAM LACE CURTAINS at $5 per set worth $7;
NOTTINGHAM LACE CURTAINS at $6 per set worth $8.50;
NOTTINGHAM LACE CURTAINS at $7.50 per set worth $10;
NOTTINGHAM LACE CURTAINS at $8.50 per set worth $12;
NOTTINGHAM LACE CURTAINS at $9 per set worth $13;
NOTTINGHAM LACE CURTAINS at $10 per set worth $15;
NOTTINGHAM LACE CURTAINS at $12 per set worth $18;
NOTTINGHAM LACE CURTAINS at $15 per set worth $20;
NOTTINGHAM LACE CURTAINS at $18 per set worth $25;
NOTTINGHAM LACE CURTAINS at $20 a set worth $30;
NOTTINGHAM LACE CURTAINS at $25 a set worth $35;
NOTTINGHAM VESTIBULE LACE at 20 and 25c. per yard;
NOTTINGHAM LACE, for lambrequins, at 40c. per yard;
NOTTINGHAM LACE LAMBREQUINS at $2.50, $8, $3.50, $4, and $5 a pair;
EMBROIDERED CURTAIN MUSLIN, 1½ yards wide, at 25, 30, and 35c. per yard worth 35, 40, and 50c.
All of the above goods are much below regular prices, and embrace the largest assortment ever offered in this city. LEVY BROTHERS.
A large assortment of WINDOW-SHADES.
ja 27

ELEGANT LACE CURTAINS.

TWO SETS OF ELEGANT LACE CURTAINS at $40 a set for two windows, well worth $60—the best bargain ever offered in this city.
LEVY BROTHERS.
A large assortment of WINDOW-SHADES.
ja 27

CARPETS! CARPETS! CARPETS!
GREAT CLOSING SALE.
Best TAPESTRY BRUSSELS CARPET at $1.10 per yard; rich styles at $1.20 per yard;
THREE-PLY CARPET at $1.25 and $1.35 per yard worth $1.50;
Extra super INGRAIN CARPET at $1 per yard worth $1.25;
INGRAIN CARPET (all-wool) at 75c. per yard worth $1;
PRINTED HEMP CARPET at 35c. per yard;
STRIPED HEMP CARPET at 25c. per yard;
STAIR-CARPETS from 30 to 75c. per yard;
Best ENGLISH DRUGGET, 1½ yards wide, at $1.25 per yard;
ENGLISH DRUGGET FLOOR-COVERS in all sizes;
TAPESTRY and VELVET RUGS in all qualities and sizes;
RED CHECK and WHITE MATTING;
COCOA MATS at LEVY BROTHERS'.
WINDOW-SHADES in great variety. ja 27

FURS, FURS, FURS.—A few sets left of LADIES' and CHILDREN'S FURS to be sold cheap at LEVY BROTHERS'.
CASHMERE LACES. ja 27

CHEAP PAPER.—FOOLSCAP PAPER at 10, 15, and 20c. per quire; NOTE PAPER in boxes at 15, 20, 25, 30, 35, and 50c. per box; PLAID PAPER at 25 and 30c. per box; good RUBBER-HEAD LEAD PENCILS at 25c. per dozen at LEVY BROTHERS'.
ENVELOPES very cheap. ja 27

REMNANTS OF NOTTINGHAM CURTAIN LACES, very cheap;
REMNANTS OF DRESS GOODS at great bargains;
CORSETS (slightly soiled) at astonishingly low prices.
All kinds of DRY GOODS very cheap at
LEVY BROTHERS'.
KID GLOVES in great variety. ja 27

MOTTOES AND BOOK-MARKS on perforated paper;
Shaded EMBROIDERY SILK and WORSTED MOTTO- and PICTURE-FRAMES;
Handsome CHROMO-LITHOGRAPHS, at
LEVY BROTHERS'.
One-, two-, three-, four-, and six-button KID GLOVES. ja 27

HIGH BACK-COMBS—twenty new patterns just received;
PLAID and PLAIN NECK-SCARFS,
LACE TIES and SCARFS,
CASHMERE LACES, at
ja 27 LEVY BROTHERS'.

BLACK SILKS, BLACK SILKS, COLORED SILKS, COLORED SILKS, STRIPED SILKS, STRIPED SILKS, COLORED VELVETS, COLORED VELVETS, BLACK VELVETS, BLACK VELVETS, at
ja 27 LEVY BROTHERS'.

GREAT REDUCTION
AT
COHEN BROTHERS'.
All goods reduced in order to close stock for this season. Their stock is the fullest ever offered this season of the year.
NOW IS THE TIME TO SAVE MONEY.
They will commence January the 1st and continue until their stock is reduced.
DRESS GOODS, DRESS GOODS, DRESS GOODS reduced at least 25 per cent.
Great reduction in all SILKS:
COLORED SILKS at astonishingly low marks to close for this season—their stock of SILKS is almost complete in every variety of shade;
PLAID and STRIPED SILKS at an extra reduction;
Also, great bargains in BLACK SILKS, both TAFFETA and GROS-GRAIN;
CASHMERES, BOMBAZINES, TAMISE, AUSTRALIAN CREPES, and other
MOURNING GOODS
at less price than ever known;
KID and BUCK GAUNTLETS reduced to 65c. worth fully $1.25—other GLOVES reduced;
Good ALL-WOOL FLANNEL reduced to 20c. a yard;
A large stock of HAMBURGH EMBROIDERY purchased at various auction sales during the past season is reduced to an astonishingly low rate;
Two cases good CALICOES reduced to 5½c., selling generally at 6½c.;
Best make of CALICOES reduced to 6½c.;
Three cases of YARD-WIDE BLEACHED COTTON, equal in quality to Androscoggin, at 9c.
Four bales of UNBLEACHED COTTON at 8c., cheap at 10c.;
CARPETS, OIL-CLOTHS, and all other goods greatly reduced to close for this season.
COHEN BROTHERS,
305 Broad street,
ja 3 between Third and Fourth streets.

DRY GOODS.

SPECIAL ANNOUNCEMENT.—Intending to make a change in my business on the 1st of February, I will, until that time, sell my entire stock of DRY GOODS AT AND BELOW COST. Do not fail to call and convince yourself of this fact. L. ROSE,
206 Broad street,
ja 25-5t between Second and Third streets.

AT COST! AT COST!

A CHANCE TO SECURE BARGAINS.

Having determined to discontinue the
DRY GOODS BUSINESS
I will from this date sell out my entire stock of well-assorted and desirable GOODS at COST for CASH.
All parties indebted to me are requested to come forward and settle at once.
CHARLES HUTZLER,
ja 24-1m 611 Broad street.

SEINE-THREAD, &c.

SEINE-THREAD, all Nos. and qualities, now on hand at less prices than it can be imported for.
PATENT and SOFT SEINE-TWINES, all sizes
LINEN and COTTON ROPES, all sorts;
SEINE-CORKS and CORKWOOD;
SEINE-LINES, YAWKING, and COTTON-YARNS, all Nos., at greatly reduced prices.
HAUL- and DRIFT-SEINES, FYKE- and STAKE-NETS, of any size, made to order at short notice. L. LICHTENSTEIN,
Importer of Seine-Thread,
ja 12 1705 and 1707 Franklin street.

Richmond Dispatch.

THE CIRCULATION OF THE DISPATCH IS LARGER THAN THE COMBINED CIRCULATION OF ALL THE OTHER DAILY NEWSPAPERS OF THE CITY.

FRIDAY.....JANUARY 28, 1876.

WEATHER REPORT.

OBSERVATIONS TAKEN AT 7:35 A. M. JANUARY 27, 1876, AT HUNTINGTON, HINTON, AND WHITE SULPHUR SPRINGS.

Station.	Ther.	Wind.	Weather.	Rain-fall.	River. Ft.	In.
Huntington	58	S. W.	Cloudy.	.....	34	0
Hinton.....	41	S.	Cloudy.	.....		
W. Sulphur	39	N. E.	Cloudy.	.....		

THE WEATHER YESTERDAY was mild and windy.

Range of Thermometer at the Dispatch office January 27, 1876.

6 A. M.	39	3 P. M.	65
9 A. M.	48	6 P. M.	61
Noon	61	Midnight	59

Mean temperature: 55½.

January 27, 1875.

6 A. M.	30	3 P. M.	56
9 A. M.	33	6 P. M.	50
Noon	49	Midnight	47

Mean temperature: 44 1-6.

THE WEATHER TO-DAY.—*The probabilities are that it will be partly cloudy.*

LOCAL MATTERS.

Capitol Notes.

Yesterday the Senate resolved to recall the resolution sent to the House asking for the return of the two Senate bills repealing the charters of the Montpelier Association. The effect of this action is to let these bills remain with the House, where the whole subject can be considered. It is due to Senator Smith, of Nelson, to state that in the debate about the Montpelier Association he favored and invited "all legal and proper investigations," but insisted that the General Assembly had no authority to look into the affairs of any incorporated company in which the State was not concerned pecuniarily. The courts alone, he held, had such power. He also argued that the repeal of the bills in question did not in any degree preclude any action against the Association, whether civil or criminal.

The House yesterday, on motion of Mr. Massie, adopted a resolution authorizing the appointment of a special committee to investigate the alleged fleecing of Delegate Fowle by George Stevens. It is expected that numerous witnesses will be summoned, and that the truth will be placed before the public.

Mr. Clark announced in the Senate yesterday that General Stuart's brother was in the city, and had said that he felt gratified at the action of the Senate in making an appropriation to place a headstone at his brother's grave, but he was in Richmond at this time to attend to that very business. The bill will be amended in the House so as to strike out General Stuart's name. The Council of Richmond no doubt feels somewhat ashamed of the way in which they have behaved to Mrs. Stuart about this matter, as by solemn agreement they undertook to erect a monument over General Stuart's grave.

Mr. Johnson, of Richmond, introduced a bill in the Senate yesterday to incorporate the Aged Women's Home Association, of this city. Rev. W. B. Derrick, Rev. J. H. Holmes, Rev. W. Troy, J. Anderson Taylor, Landon Boyd, and other colored persons are the corporators. The object of the corporation is to provide a home and support for aged women where circumstances render such necessary and proper.

The report of the Senate Committee on Bonds of Public Officers state that Mr. Lewis D. Crenshaw, one of the treasurer's bondsmen, has died since the bond was given; and on Mr. Greever's motion the subject was committed to the Committee for Courts of Justice.

Dawson, one of the young men who was executed by lynchers in West Virginia a few days ago, many years ago lived in Richmond, and was for a considerable time a member of a Sunday-school class which was at that time taught by a gentleman who is now a prominent officer of the House of Delegates.

A communication from Mr. George L. Christian, clerk of the Supreme Court, to a member of the House, states that the Special Court of Appeals, which was in session about two years and disposed of sixty-five cases, cost only about $4,000.

The Legislative Committees on Schools and Colleges will visit some of the public schools to-day.

The special election in Caroline for a member of the House of Delegates in place of Captain Hudgin will take place on the 16th of February.

Judge Nicol, of Prince William, against whom charges have been preferred, is in the city, and expresses his willingness to meet his accuser, and is confident.

The visit of the Immigration Committees to Washington has been postponed until next Thursday on account of a letter received from General Fitz. Lee, stating that he would not be able to go with the committee sooner.

THE TOBACCO-INSPECTION QUESTION—THE COMMITTEE REACH A CONCLUSION.—A meeting of the Special Joint Committee of the two houses of the General Assembly to whom was referred all questions connected with tobacco inspection was held yesterday afternoon at the Capitol. The committee had a lengthy session, and finally amended the fifty-sixth section to read as follows:

"Section 56. It shall be unlawful for any person to offer unmanufactured tobacco in hogsheads, casks, tierces, boxes, or other close packages, for sale by sample, unless such sample be drawn and certified by an inspector, or by the owner of such tobacco, or by his authorized agent; and it shall be unlawful for any person to follow the business of an inspector of tobacco unless he shall have been commissioned by the Governor and qualified according to law: *Provided*, that nothing herein contained shall be construed to interfere with the sale of loose tobacco, or tobacco uncased from the hogshead, cask, or other package, when sold over the bulk, or with any private sale not in open market. Tobacco put up for shipment out of the State to other States of the Union, or to foreign countries, may be so shipped without inspection. The owners of warehouses other than those established by law shall not be privileged to keep such houses open for receiving, weighing, or storing tobacco at any rate of compensation therefor higher than the rates for like services fixed by law for the regulation of warehouses established by law: *Provided*, that in the town of Danville the rates of charges shall not exceed those prevailing in said town on the first day of January, 1876. Any person violating the provisions of this section shall for each offence forfeit fifty dollars."

The committee also decided to amend the law so as to provide that the warehouse charges on tobacco shall be eight cents on each 100 pounds to be paid by the planter, and seven cents to be paid by the purchaser. Of this amount a fee of nine cents is to be paid to the inspector and six cents to the warehouse-owner. Tobacco put up to be sent out of the State may be inspected, but the law, if passed, will not be compulsory. The owner of a warehouse, or his agent, may draw samples from tobacco to be inspected instead of the inspector.

Western tobacco, by the bill as amended, is put on the same footing as to the manner of inspection with Virginia tobacco, but if sold in Virginia shall be branded "Western Tobacco," and so marked if sent beyond the State. The law, however, is not intended to apply to tobacco in transitu.

A sub-committee of three, consisting of Messrs. Smith and Critcher of the Senate, and Hubard of the House, was appointed to draft the bill, and the committee arose to meet again on Monday evening at 7 o'clock.

THE SUPREME COURT.

Decisions Rendered by It Yesterday.

THE RIGHT OF SUPPORT—IMPORTANT TO CITY LOT-OWNERS AND BUILDERS—INTERESTING POINTS AND CONCLUSIONS IN A WILL CASE—MOTIONS AND PETITIONS ACTED ON BY THE JUDGES.

In the Supreme Court of Appeals yesterday Judge Anderson delivered an able opinion in the case of Stevenson *vs.* Wallace, which involves law points of interest to builders and the public generally, and is the first of the kind that ever reached that court. The case is stated as follows by the learned Judge:

This is an action by the owner of a tenement in the city of Richmond against the owner of the adjoining tenement to recover damages of the defendant for digging in his lot so near the foundation of the plaintiff's house, and to such a depth, as to cause it to fall. The defendant's lot, together with the brick dwelling-house thereon, was conveyed to him by Joseph Marx and wife by deed bearing date on the 1st day of May, 1817, the grantor reserving therein the right to join the two end walls of said tenement; and the plaintiff's lot was conveyed to Mary Stevenson, from whom the plaintiff derives title, by the same grantor, by deed bearing date the 8th of July in the same year—described as adjoining the said tenement previously conveyed to defendant, beginning at the northeast corner thereof, and thence running along the wall of said tenement north fifty-four degrees, west sixty-eight feet eight inches, to Edward Hallam's line, &c.; also the privilege of joining the end walls of the brick tenement conveyed to Thomas Richardson, as aforesaid, free of any cost, together with all and singular the buildings, ways, easements, hereditaments, appurtenances, &c. There seems to have been no building on the parcel of land reserved by the grantor, and which he soon after conveyed to Mary Stevenson. But the language of his deed to the defendant clearly implies the reservation of a right to build on it, and to join the end walls of the building which he conveyed to the defendant. And the right so by him reserved he conveyed by his deed to Mary Stevenson; and it is implied that the land was sold and conveyed to her for the purpose of building thereon. A building was erected thereon, when or by whom it does not appear from the evidence certified, which, together with the defendant's building, was destroyed by the memorable fire which occurred on the 3d of April, 1865. The plaintiff afterwards, in 1866, caused another building to be erected upon the the site of her building which had been destroyed, as aforesaid, laying the foundation of the wall of her main building jam against the old foundation wall of the defendant's building, and building one of the walls of her kitchen, in the rear of her main building, on the old foundation wall of the defendant's building. In the latter part of the year 1871 the defendant, intending to rebuild, caused soil contiguous to the old foundation wall of his building, against which the foundation of the plaintiff's main building was laid, to be removed, and the excavation of his cellar to a depth of three feet below his old foundation, which was lower than the foundation of the plaintiff's building, which the plaintiff alleges caused her main building to fall, and for which she seeks to recover damages of him.

THE COURT HELD

that the defendant's grantor, Joseph Marx, when he conveyed a part and parcel of his land to the defendant, with the brick building thereon, reserved the right to build on the part which he retained, and the reservation of his right to support to such building, when erected, by the land and building which he conveyed to the defendant, must be implied as an easement; and that said right of support or easement passed from him by his deed of conveyance to Mary Stevenson, and from her with the title to the tenement to its present owner in fee.

The Court also held that the original grantor, by his reservation in the deed to the defendant of the right to join the end walls of the building he conveyed to him, retained the right, which passed with the land to those who derived title from him, to join his building to the defendant's by an independent wall alongside the defendant's building, or to make it a part of his building by joining only his end walls, and that the privilege of joining his building in the mode indicated by the reservation did not extinguish or impair his implied reservation of support.

The Court also held that if it was shown that the plaintiff had a building on her lot which had been supported by the land and the building of the defendant for twenty years or more, with the knowledge of the defendant, prior to the fire of April 3, 1865, which destroyed both buildings, a grant of the easement of support will be presumed, and that said easement was not lost or extinguished by the destruction of her building, but adhered to the building which she caused to be erected on its ruins; and that any right of support which she may have derived from the reservation of the deed of conveyance of her grantor to the defendant, express or implied, was not extinguished by the destruction of the old building, but survived and adhered to the new.

The Court further held that if the plaintiff was entitled to the support of her building by the foundation wall and land of the defendant, the defendant could not withdraw the support without being liable in damages for the injury that occurred thereby to the plaintiff.

With regard to the proposition that the defective construction of the plaintiff's building with defective material, or upon a defective foundation, which would increase its liability to fall, should affect the plaintiff's *right* of recovery, or relieve the defendant from liability in damages, the Judge said: It is argued on the one hand, that the plaintiff's building, although defective in its construction, would not have fallen or been impaired, and might have stood a great while but for the act of the defendant in removing its supports. On the other hand, it is contended that it would be unreasonable and unjust to allow the dominant tenant to deprive the servient tenant of the privilege of improving his own property and enjoying the benefit of it by erecting a building on her lot so defective that the servient tenant cannot, with all due care and proper precaution, improve his own property without incurring the liability of paying for his neighbor's. Upon this question respectable courts and able judges are divided in opinion; neither, perhaps, have placed it upon the true ground. The Court is of opinion that whilst the facts supposed should not constitute a bar to the plaintiff's right of recovery, so as to defeat her action, they would be proper to be considered by the jury upon the question of damages.

The Court further held that if the plaintiff was entitled to the easement of support for her building, the defendant could not absolve himself from liability in damages for removing the supports to the building, which caused it to fall, by showing that the injury was caused by negligence of a skilful and experienced excavator, with whom he had contracted to make the excavation.

The case was argued before the Supreme Court by Mr. James N. Dunlop for plaintiff, and by Mr. John Howard for defendant.

A Will Case Decided.

The case of Young *vs.* Barner was an appeal from the judgment of the Circuit Court of Dinwiddie. The controversy in this case was in regard to the probate of the will of Mrs. M. H. Young. The will was contested upon the ground of a want of capacity in the testatrix, and upon the further ground of a defect in the execution of the will according to the laws of Virginia. A jury was empanelled in the County Court whose verdict was in favor of the will, and that verdict was approved by the judge of that court. Upon appeal to the Circuit Court, the circuit judge was of opinion that the will was not executed in accordance with the requirements of the statute. Upon appeal to this court, the court held, Judge Staples delivering the opinion: First, that upon questions of testamentary capacity the question always is, Had the testator disposing mind and memory? Although he may have been incompetent to make a valid contract, yet if he had capacity to know his estate, the object of his bounty, and the mode of distribution, his will must be established. Second. That in considering testamentary capacity the mere opinion of witnesses, unless they are experts, ought to have but little weight with courts and juries. A person signing his name as witness to a will, by his act of attestation solemnly testifies the sanity of the testator. If he afterwards attempts to impeach the validity of the will his evidence is not to be positively rejected, but to be received with the most scrupulous jealousy. Third. That in considering questions of testamentary incapacity it is always important to look at the dispositions contained in the will. If these be consistent with the situation of the testator, and in conformity with his affections and previous declarations,—if they be such as might be expected from one in his situation—this of itself is regarded as persuasive evidence of testamentary capacity. Fourth. That the juries are justly regarded as proper judges of the proper weight and credit due the testimony of witnesses, and their verdict, when sanctioned by the judge who heard the evidence, ought never to be disturbed in an appellate court, unless in case of a plain deviation from the proofs. Tested by these principles, there is no doubt upon the question of testamentary capacity.

Here the judge entered into a review of the evidence bearing upon the capacity of the testatrix to make a valid will and testament.

THE NEXT QUESTION

considered by the Judge was whether the will was subscribed by the witnesses in the presence of the testatrix. Upon this point the authorities were reviewed and discussed at considerable length, and the following principles deduced: That it is not necessary that the will shall be subscribed by the witnesses in the same room, or even in the same house, with the testator. The question always is whether the act of subscription took place in his presence. It is not necessary that he saw the witnesses sign. All that is essential is that he might have seen them if he desired so to do. When the witnesses sign in the same room with the testator it is always presumed that it is done in his presence, unless the contrary appears. In the event of the death of the witnesses, or their failure of recollection, the court will presume that the will was executed in conformity to the requirements of the statute. In the present case the attending witness gives it as his decided impression that he subscribed the will in the same room with the testatrix. Another witness thinks that his attestation was not in that room. The judge of the Circuit Court was of opinion that the attestation was not in the presence of the testatrix. The jury and the judge of the County Court were of opinion that the attestation was in her presence. In such case the Appellate Court ought to make every fair and reasonable presumption in favor of a will just and fair in its provisions, and as to which there is no imputation of fraud, unfair dealing, or undue influence. The decree of the Circuit Court is therefore reversed, and that of the County Court affirmed, and the will admitted to probate.

Summary.

The following is a summary of the proceedings yesterday:

Mutual Assurance Society of Virginia *vs.* Holt and *als.* Petition to set the cause down as privileged. Refused.

Ellett *vs.* Robinson and *als.* Petition to set the cause down as privileged. Refused.

Norfolk City *vs.* Cooke. Petition to set the cause down as privileged. Granted.

Swank *vs.* Blow, Judge, &c. Affidavit for a rule to show cause why a writ of prohibition should not be awarded. Rule refused.

Morrison *vs.* Morrison. Submitted.

Cole *vs.* Bright, &c. Submitted.

Stevenson *vs.* Wallace. From the Circuit Court of the city of Richmond. Reversed, Judge Anderson delivering the opinion of the court.

Young, by, &c., *vs.* Barner, &c. From the Circuit Court of Dinwiddie county. Reversed, Judge Staples delivering the opinion of the court.

Omohundro's executor *vs.* Omohundro, &c. Partly argued by Colonel Guy for the appellees, and continued until to-morrow.

There is one more argument to be made in this case, when that of Mann *vs.* Haskins will be taken up.

UNITED STATES COURTS.—In the United States Court yesterday Mr. Daniel H. London, of New York, instituted a suit against the Washington City and Virginia Midland Railroad Company, laying damages at $10,000. It is stated that he is claiming interest on a bond.

Judge Hughes yesterday sent an order from Norfolk to the marshal here ordering him to sell the stock of W. W. Myers, liquor-dealer, against whom bankruptcy proceedings have been commenced.

Robert Thrift has filed his petition in bankruptcy.

CHANCERY COURT OF RICHMOND, THURSDAY. The following cases were disposed of:

Wolf *vs.* Hierholzer, &c. Decree confirming report of commissioner, approving of investment therein reported, disposing of the residue of the fund, and making a final disposition of the cause.

Binford *vs.* Binford's administrator, &c.; Cox's executor *vs.* Binford, &c. Decree confirming report of commissioners, approving sale to William J. Binford, and providing for disposition of the fund.

Jones's executors *vs.* Jones's guardian. Decree confirming report of executors, directing a deed to the purchaser, who has paid in full, and finally disposing of the cause.

Newby's administrator *vs.* Horner's administrator, &c. Decree confirming report of receiver and disposing of the fund therein mentioned.

Govan's heirs *vs.* Goddin, &c. Decree confirming report of commissioner, making distribution of the fund and a final disposition of the cause.

Bowen's executor *vs.* Mundin, &c. Decree referring cause to a commissioner for inquiry and report.

Turner *vs.* Binford, &c. Decree referring cause to a commissioner for inquiry and report.

Minor *vs.* McDowell, &c.; Robinson, &c., *vs.* McDowell, &c. Decree confirming report in part, and making provision for the fund in the cause.

Jarvis *vs.* Robinson, &c.; Robinson's executrix *vs.* Robinson, &c. Decree making distribution of the fund on hand.

Terrell, &c., *vs.* Brackett, &c. Decree confirming report of sale by commissioner and approving disposition made of proceeds thereof.

POLICE COURT, YESTERDAY—*Justice Joseph J. White presiding.*—Walter P. Lambeth, who was lately before the court for marrying a Pennsylvania lady under a false name, was brought up charged with deceiving Mattie Mitchell, a girl of fifteen, under promise of marriage. The sister and other relatives of Mattie did not give her a first-class character, but the facts elicited were sufficient to justify the Police Justice in sending accused on to the grand jury of the Hustings Court for indictment. Bail was fixed at $2,000.

Hubert Dailey, a one-legged tramp from New Orleans, discharged by Justice White Wednesday upon promising to leave the city, was up again on the charge of vagrancy, and in default of surety was sent to jail.

Moses Foster, a colored boy about ten years old, up for trespassing on the premises of J. C. Courtney, was discharged.

The case of Frank Williams (colored), charged with stealing one pair of shoes valued at $5.75, the property of George F. Shelton, was continued until Saturday.

J. P. Anderson (colored) was fined two dollars and costs for being drunk and disorderly in the house of Alex. Briggs.

B. J. Johnson was sent to jail for sixty days on the charge of stealing one piece of bacon from Catharine Adams. Appeal pending.

CITY SCHOOL BOARD.—A meeting of the City School Board was held yesterday afternoon. Present: Messrs. Kelley (president), Moses, Rady, Knight, Straus, Scott, and Binford.

The superintendent submitted his monthly report showing the enrolment for the month to be a fellows:

White Schools.

Madison and Brook avenue	585
Leigh	562
High	224
Bethel	289
Bellevue	674
Total	2,843

Colored Schools.

Baker	534
Navy Hill	492
Valley	618
Total	1,644

Average daily attendance for the month: White schools, 2,712; colored, 1,585.

Recapitulation.

	Dec. 15, '75.	Jan. 15, '76.
Enrolment for the month	4,531	4,487
Average daily attendance	4,416	4,297
Percentage of attendance	96.5	96

The superintendent reported that the amount contributed for the Lee Memorial fund was $158.99.

He also reported that Miss A. M. Bowman, one of the teach