THE MARTINEZ SUIT

Extraordinary Details of the Case by Defendant.

THE POUGHKEEPSIE HOME.

Plaintiff's Letter Detailing Her Miseries.

A REMARKABLE STORY

The breach of promise case of Eugenie Martinez against Juan del Valle was resumed yesterday morning at half-past ten in the Oyer and Terminer court room. There was the usual throng outside the doors, but an efficient police force kept the mob back until the jury, lawyers and members of the press had taken their seats. Judge Donahoe was on the bench a few minutes before the hour appointed, and Mr. William A. Beach, the counsel for the plaintiff, came in a few minutes later, followed shortly afterward by Mr. Choate, the counsel for the defendant. The jury dropped in one by one, and finally were all seated. They are as follows:—Oliver H. P. Noyes, merchant; W. H. C. Price, editor; Ferdinand Reed, shoes; W. B. Besley, salesman; Thomas H. Thorn, coal; C. S. Goodridge, gentleman; John A. Barber, gentleman; J. B. Curry, adjuster; W. Thorn, hides; W. S. Prickett, carpenter; G. G. Coffin, gentleman, and F. Goodridge, merchant.

The plaintiff and her mother and sister and the defendant were all in court on time, and, talking to their counsel, awaited the opening of the proceedings. The court was quite full, every seat being occupied, and some eight or ten ladies occupied seats on the eastern side of the room.

THE PLAINTIFF

was accompanied into court by her mother and younger sister, Adele. They were all three attired in deep mourning and sat with their backs to the reporters, directly behind their counsel, Mr. William A. Beach. Until Court opened they kept their heavy veils down, but finally they gratified the curious and raised them. The ladies in sealskins at the back of the court immediately raised their opera glasses and took a good look; but they must have been disappointed, as they never turned their heads. One young gentleman with a bright red mustache made himself particularly objectionable during the afternoon, and addressed some impertinent remarks to the sister of the plaintiff that were very properly not answered. During the direct denial of the defendant to the confessions of the plaintiff the latter turned round and spoke to her mother and sister, and all three smiled.

THE DEFENDANT.

Señor Juan del Valle, the defendant, is a medium sized man, of square cut features, topped with an iron-gray head of hair and heavy mustache and mutton chop side whiskers of the same color. He wore a heavy brown overcoat, under which was a black Prince Albert frock coat and vest, dark scarf and small gold pin. As afterward shown by his evidence, he was the lawyer in all his actions, and in giving his evidence repeatedly referred to his notes in order to be sure of his dates. The very fact of his making marginal pencil notes on the confession of the plaintiff as to the date he received it showed a forethought and care that could only emanate from the thinking brain of the man of business.

When Court opened James Dooley was called three times, and, failing to put in an appearance, an attachment was ordered to be issued. Mr. Choate then called the first witness, Mrs. Elizabeth Sidney, who, being duly sworn, stated that she resided at No. 1,046 Second avenue; the plaintiff and her family resided in my house for a short time; Miss Eugenie Martinez left a trunk at my house for about two weeks; the day she took it away she said she was going to be married; I remarked that it was unlucky to be married on a rainy day; I saw her again some weeks after and she said nothing about having been married.

Cross-examined by Mr. Beach—The witness admitted that during Miss Martinez's residence in her house her demeanor was perfectly proper, and that she never had any gentlemen visitors.

Albert J. Swift was then sworn, and stated that he was a clerk at the Hotel Royal, and that plaintiff registered at that hotel on the 28th of April, 1875, as Miss Livingstone; the name was written on the register in the handwriting of Mr. Frederick Hammond, who was then a clerk at that hotel.

There was a slight buzz of excitement then in court as the defendant rose to take the stand, and the plaintiff changed seats with a young gentleman and took a chair directly behind her counsel, Mr. W. A. Beach.

JUAN DEL VALLE.

the defendant, being sworn, was then examined by Mr. Choate, and stated through the interpreter, General A. F. Gonzales:—I was born in the town of Vigon, in the province of Asturias, Spain, and am about forty-five years of age; I was educated in the universities of Valladolid and Madrid, studying the law, and came out to Matanzas in the Island of Cuba in the year 1856; after five years' residence in Matanzas I went to Havana, where I remained until 1873; I reside now at No. 108 West Fourteenth street; I left Spain a bachelor, and was married in Matanzas in 1857; my wife was the daughter of a wealthy resident of Matanzas, and three and a half years ago his property, amounting to $400,000 or $500,000, was inherited by her; that estate now belongs to the four children; my wife died five years ago, before the death of her father; in Havana Mr. Del Valle held the office of District Attorney, and afterward he held the position of counsel for the Spanish Bank; he was later President of the Board of Directors of that bank; he came to New York because he was in delicate health and wished to educate his children; he had intended to go into business, but has done nothing except buying some United States bonds; he has spent several summers here; he arrived here May, 1874; he has resided at the New York Hotel, Saratoga and No. 55 West Twenty-eighth street; he sent his two eldest children to Manhattanville; he first met this young lady on the 14th of January, 1875, on the corner of Twenty-ninth street and Broadway; he came up on a Fifth avenue stage from down town and got out at Twenty-ninth street; he saw the lady slip down on the sidewalk and he helped her up and assisted her to wipe off the dirt from her dress; they walked a few steps and then exchanged cards, she giving the name of Henriques; he did not call a carriage to take her home; she did not appear to be much hurt by the fall, as she walked very well; he met her next day, according to the appointment, at Stewart's retail store; they then went to Eleventh street and down to Solari's restaurant, on the corner of University place; there he asked her to take lunch; she asked him to go to her mother's house, as she wished her to thank him for his kindness; she said she wished him to go there, so that she might give him her photograph; he said he could not give her his photograph, but he would like to give her some token of his esteem; they spoke in Spanish, using such English words as he could; they left Solari's about half-past two, and walked to Sixth avenue; they then went to Meeker's jewelry store, and did not stop on the way; they were shown the different trays of jewelry, and he asked her if there was anything there that she fancied; they were about half an hour looking over the jewels; she appeared to have a fancy for a

SET OF DIAMOND EARRINGS,

worth about $300, but he did not care to put up so much money; she finally chose a ring, for which he paid $30, and as it was a trifle large the jeweller said he would have it altered, and so they agreed to come back for it on the following Tuesday, and she arranged to meet him at one P. M.; they made the appointment to meet after they left the store; he then escorted her to the cars and went home; he did not see her again until the 26th of January; on the following day he sent her a message by one of the regular messenger boys of the American District Telegraph Company.

Mr. Choate then produced the receipt of the messenger boy and a copy of the message, which were both identified by the defendant. The message was addressed to Miss Eugenie Henriques, and read as follows:—

NEW YORK, Jan. 20, 1875.

DEAR FRIEND—I cannot see you to-morrow; I am very sorry; I am lightly unwell. Yours, sincerely,

JUAN DEL VALLE.

He went himself to the jewelry store on the Thursday and saw the clerk from whom they had bought the ring; the clerk gave him a card from the young lady. (Identifies the card.) I believe the writing on the card to be in the plaintiff's handwriting.

Mr. Choate then read from the card as follows:—

I did not see you to-day, but hope to see you on Friday, at one P. M.

Witness resumed:—He did not see her on Friday, as the weather was not very pleasant; he received a letter from her by mail before he met her again. (Letter handed him.) He believed the envelope and letter were both written by the plaintiff, as she afterward told him she wrote it; the pencilled words were written by him in his endeavors to translate the letter. The letter was then read by Mr. Choate:—

FRIDAY MORNING.

DEAR ——This horrible weather will preclude the pleasure of seeing you again to-day. I am very sorry, for I have many things to tell you, but such is life; man proposes, I cannot now see you before Friday at ten o'clock. Should you deem it necessary to write me, a line addressed to Miss Howard, care of J. Krank, First avenue and Seventh, will reach me. Your friend,

EUGENIE MARTINEZ.

Witness continued:—I kept the appointment alluded to in that letter on Tuesday, 26th, at one P. M., opposite Stewart's; we went to Solari's restaurant; we took lunch together and she told me that she had got that ring, and that her mother and sister both liked it; she told him that she was a teacher of French, English and music, and that, if he wished, she would teach him English; she then gave him certain phrases in English, which she made him repeat; the interview lasted about three hours; they left about half past three P. M., and walked to Broadway and from there to Astor place, so that she might take the car to go home; on Broadway, at the corner of Astor place, she introduced him to a fine looking gentleman; he thinks the name was Kramer; she asked him to go to her house to take lessons, and as he declined she proposed to go to his house; during the two interviews with her she spoke to him about being a widower and about his children before he ever spoke to her on the subject; he thinks he first visited her house in Fifty-sixth street about the 1st of March, 1875; in the meanwhile, between the 26th of January and the 1st of March, they met on Broadway from time to time and also at Solari's; after lunch he would take his lessons; he took a dictionary, two grammars and a reader with him to the lessons (one of the books was then shown and identified); the pencil marks were made by the plaintiff, marking passages that she wished me to study; they went to the theatre three or four times during that period; in those interviews at Solari's he always respected her as a teacher and she respected him as an obedient pupil; there was absolutely no impropriety between them and no talk of marriage; he did not ask her to marry him; in fact, the subject was never spoken of between them.

VISIT TO THE MOTHER.

On the 1st of March he went to see her mother; he had never been in that house before; he was taken up stairs on the first floor and presently the young lady's mother was introduced to him; the mother asked him if he made any progress in his English; after he had been there some few minutes the mother asked him to take her to see his little children; promised to take her on some future occasion; Miss Adele was not present that day.

CROSS-QUESTIONED.

Q. Did the mother ask you if that ring on her daughter's finger was an engagement ring, and if she was to understand that you were engaged to her daughter? A. Nothing of the kind.

Q. Did any conversation take place between you and the mother about a marriage with the daughter or an engagement to the daughter? A. Absolutely nothing.

Witness continued:—He always went to pay his visits to the family in a carriage that he hired by the month from a stable in Sixth avenue, near his house; the carriage bills were made out specifying the service rendered. (The carriage bills of January, February and March were then handed to witness.) He said:—"I perceive from these bills that I visited Fifty-sixth street on the 1st of March. We continued our meetings at Solari's after my introduction to the family. We generally met about three times a week." He sometimes brought her in a carriage from her house in Fifty-sixth street to Solari's.

THE TROUBLES AT HOME.

Shortly after he commenced taking lessons from her she spoke about her troubles at home; she said she was miserable at home, but would not tell him why; she repeated that statement five or six times; she said she would write him all about it on some future occasion (letter then handed to witness); "I received this letter from the plaintiff on the 15th day of March; she gave it to me at Solari's; she hesitated before giving it to me, and then asked me not to open it in her presence; she said that in that letter she imparted the secret to me that she had spoken of;" he took her home that day in a carriage and left her at her door; they took a carriage either because it was late or the weather was disagreeable; she said she wrote the letter on the 10th of March, but had delayed giving it to him, thinking it not proper; he opened and read the letter directly after he left her, but at first he did not quite understand it; he was sure it is in the plaintiff's handwriting.

THE CONFESSION.

WEDNESDAY AFTERNOON.

DEAR FRIEND—I believe that I promised to write and tell you my secret. I will now do so. When I was nine years of age my father died. My mother married my uncle, who is now my father. To make a long story short, papa loves me and has done everything in his power to rob me of what is dearer to me than my life, my honor.

* * * * * * * * * * * * * * *

I have only God to thank for my unsullied honor. He has watched over me in all my troubles; for, oh, my dear friend, I have had so many, many trials; but it is God's will, and I have always tried to be a good girl. And now you know my secret my heart feels light. I now leave you, wishing you all my sincere good wishes, and with many kisses to the dear little girls, I remain your friend. EUGENIE.

N. B.—I will meet you on Saturday, at one o'clock, corner of Twenty-eighth street and Broadway. Don't come up here with a carriage.

Witness continued:—I had no idea of the nature of her secret until I read the letter; the penciling on the letter is in my handwriting.

The Court—Read it.

The witness then pretended not to be able to make it out, and leaving his seat went up to one of the windows on the west side and then read out in Spanish what was translated by the interpreter as follows:—"She delivered the letter to me at Solari's on Monday, the 15th of March."

Witness continued:—At her next meeting she talked to him very fully, explaining in full what she had stated in the letter; he told her that he felt very sorry for her and advised her to tell her mother; she told him that her mother was afraid of her father, and that on one occasion——

Mr. Beach—I object.

Witness resumed:—I continued my meetings with the plaintiff and went to some matinée performances with her; I also went occasionally to her house; she made the first suggestion about taking charge of my little girls; she spoke about it nearly every time they met; he said nothing about it; when she was at the Hotel Royal he first suggested her taking charge of the children; their meetings continued the same as ever, but in his conversation he expressed his sympathy for her.

The Court then took half an hour's intermission.

THE AFTERNOON SESSION.

At half-past one P. M. the Court resumed business and the witness continued:—In order to translate the letter he used the dictionary and also showed it to the girl Celia, who spoke Spanish; the ring was never returned to him; I have never on any occasion suggested to her to leave her mother's house; the fact of her leaving her mother's house was painful to me; speaking with her about it, I disapproved of it very strongly; he met her afterward in Washington square and observed from her manner that she was in trouble; after some little conversation she proposed to go up to Central Park, and they took the Sixth avenue cars and went up to the Park; there was no conversation in the cars; when they got to the Park she began to cry, and commenced to tell him that the Sunday previous she went to a church with her sister and two young men accompanied them home; her father saw her coming back with the young men and when she came in he insulted her fearfully and ordered her to leave the house; when they left the Park he accompanied her to a house on Second avenue, where he left her; he did not enter the house; they made an appointment to meet the following week. (After looking at his memorandum the witness gave the date of meeting as the 26th of April.)

SHE BUYS A TRUNK.

They met on the corner of University place and Broadway; she said she wanted to buy a trunk, and asked him if he would accompany her; they went, somewhere in Astor place, to a trunk store; she selected the trunk she wanted, and he paid for it; she then gave an address in Second avenue; previous to this he offered her money on several occasions, but she would not accept it; thinking, however, that he should not take lessons from her without paying for them, he used to make her presents of gaiters and other articles; when she asked him for money for the trunk he told her she could draw on him for a couple of hundred dollars, as he always intended to pay her at the rate of $50 per month for her services; he gave up his house on the 28th of April; he had nothing at all to do with Miss Martinez going to the Hotel Royal; he heard from her that she had gone to the Hotel Royal under the name of Livingstone, and she asked him to send her some money; he knew nothing about her by that name; he never suggested to her to leave her father's house and go to a hotel; the message was handed to him by his servant when he was arranging his things previous to leaving his house; it has been mislaid, and he has not been able to find it; as well as he could remember it simply said, "I am at the Hotel Royal under the name of Livingstone and want some money;" sent her $50 by the person that brought the message; he thought he left his house for the New York Hotel on the 1st of May; four or five days later he called at the Hotel Royal, and, asking for her, was shown to a parlor, and she came in with a newspaper in her hand; she read him an advertisement and asked him for money; he gave her $20 or $30; she said she wanted it to pay her hotel bill; she told him that day that her father had repented of what he had done and put an advertisement in the HERALD, which she read to him; it was asking her to return home; the conversation then turned upon his children, and she said that her mother was willing to let her go to his house to take care of them; he told her his family were at the New York Hotel; he advised her to return home, but she said she could not do so; he went home alone; he remembers calling on her three or four times after that; at his next meeting he told her when she had the consent of her mother he would take her to his house to teach himself and children; he had been looking for a house and secured one in Poughkeepsie about the 10th of May; he had some further conversation with her after he had asked the opinion of a friend, whether it was proper for him to take her; she agreed to take charge of the house and teach the children; she asked $100 a month and he offered her $80; but afterward agreed to give her the $100; he afterward called upon her mother and saw her in the parlor; he commenced by expressing his regret at her daughter having left the house; she said she could not help it as she had trouble in the house; he explained to the mother what the arrangements were with her daughter, and asked her if she was willing; she answered that she was satisfied with the arrangement; he took his daughters to Poughkeepsie on the 20th of May; he called on the plaintiff on the 1st or 2d of June and left his daughter with her while he went down town; after his business was concluded he met them both at the depot and took them up to Poughkeepsie; on his arrival at the house he took her down into the kitchen and introduced her to the cook and laundress as the housekeeper; up to this time the subject of marriage had never been talked of between them.

CLOSER EXAMINATION.

Q. Did you ever urge the plaintiff to marry you secretly? A. Never!

Q. Did you say to her that it would be necessary for you to be married privately? A. That is all romance.

Q. Did you ever say you had a compromise in Cuba that would prevent your marrying her? A. Never!

Q. Did you have any compromise or relations in Cuba that would prevent your marrying? A. None at all.

Q. Did you tell her there was anybody in Cuba that would give her trouble if you married her? A. Never!

Q. Did you ever receive this letter (handing letter)? A. No; it is a romance.

Q. Do you understand that letter? A. No; absolutely nothing about it.

Mr. Choate then went on with further questions in the same strain, which were all emphatically denied by the defendant.

Witness resumed. Mr. Alvarez came to live with him at Poughkeepsie; he had come from Cuba with a portion of his baggage; the plaintiff was only engaged to come to him for the summer season; he never told her that in words, but she must have understood it.

DEL VALLE DENIES THE SEDUCTION.

He was asked if he had had illicit intercourse with her on the first Sunday of her visit to his house at Poughkeepsie and answered no, and said he never had; the family were in the habit of breakfasting at eleven A. M.; he did not go to the plaintiff's room on the morning referred to and find her lying on her bed; he did not go into the room at all (at this point of the examination the plaintiff had a short conversation with her attorney); he had a conversation with her on the 24th of June and spoke about dismissing her; he called her and told her that she should leave the house, as her general deportment and her early rides on horseback were not agreeable to him; he heard in Poughkeepsie that her door was left open at night, and he spoke to her of it, and she said she did not see how it could matter to him, as he had no reason to be afraid of sleeping with her.

The witness was asked who told him about her door being open.

Mr. Beach—I object. (The objection was sustained by the Bench.)

Witness continued:—Her ways did not please him; she would go to ride at five o'clock in the morning; he had not bought or given her a saddle; she told him not to think that the saddle had been bought with his money, as her mother had sent it to her; she then told him that her friend Mr. Hammond had sent her the saddle and riding habit; she told him that

ALL GOVERNESSES DID AS THEY PLEASED,

and she should do as she pleased; he told her to leave, and ordered her to get ready to leave at nine o'clock next morning; next morning the servant Celia came to him and asked him for money to pay her expenses to New York, and he told her she had no need of money, as he was going to accompany her to New York; she finally came to his door and begged him not to send her back, as her father would kill her, and she promised to be good in future; in consequence he did not take her to New York that day; she then behaved pretty well for a few days; on the 29th of June he came to New York with the maid, Celia, and the plaintiff; they went to Manhattanville to get the children; the charge of the plaintiff that criminal intercourse was renewed three weeks after the first occasion was entirely false; Miss Adele made her first visit to Poughkeepsie about the 15th of July; they started on their trip on the 24th of July and went to Niagara, Washington, Baltimore, Richmond and then returned to New York; he never visited her room in Washington; she occupied two rooms, with the children, and he occupied one room by himself.

FURTHER DETAILS.

Witness resumed:—On our return to Poughkeepsie the lessons were not renewed on account of the censurable conduct at Baltimore, which he was about to indicate; shortly afterward Miss Adele and Miss Julia paid a visit to Poughkeepsie; Adele remained and Julia returned; the father came up to fetch Julia; he received a letter from him that was mailed on the following day (letter handed to him); this is the letter; it is written in Spanish.

(The letter was not read, as the objection of Mr. Beach was sustained.)

Witness resumed:—I had received information about her family; I found her one morning in Poughkeepsie with a newspaper before her (paper handed him); this is the paper; I had some conversation with her about an article in the paper; he told her that he knew that Mr. Henriques had been known by the name of Elias.

The witness then began a tiresome explanation of his investigation into the status of the family of the plaintiff, and finally went on to speak of the advertisement that she was reading in the HERALD. It read as follows:—

WANTED—A YOUNG LADY, FROM 20 TO 25 YEARS of age, of genteel manners and address, as housekeeper for a gentleman engaged in business a short distance in the country; she will be required to take charge of a little boy and attend to the household duties; the duties of the position are very light, and a suitable person would find this a very desirable position; a person of some education preferred. Address, in own handwriting, giving full particulars, E. L. K., Sing Sing, N. Y.

Witness resumed:—He did not know whether she wrote about the advertisement; the answer did not come to Poughkeepsie; she only took charge of house matters after her return from the journey; he went to Saratoga on the 21st of August and took his eldest daughter with him; in the presence of the plaintiff and her father he told the children that they were left in the charge of the colored girl; Mercedo was the colored nurse of the younger children.

A question then came up about the introduction of a letter of Mr. Henriques, and it was finally read to the jury by Mr. Choate, who rattled through it at lightning speed. It simply went to show a thorough good feeling at that time between the plaintiff's father and the defendant.

Before adjourning Mr. W. A. Beach requested the Judge to caution the jury against paying any attention to outside influences and especially against the newspaper press. He stigmatized the article printed in a morning paper of Wednesday as cowardly and unfair, especially when attacking a young lady who had come before a jury to have her just rights vindicated. Mr. Choate agreed with Mr. Beach in the caution to the jury, and then Judge Donohue acquiesced with the wishes of counsel and gave the jury some wholesome caution.

The Court adjourned at four P. M. to meet on Monday next at half-past ten A. M.

A SALAMANDER'S FIASCO.

THE EXHIBITOR NEARLY SMOTHERED BY WATER—A LAUGHABLE SCENE.

About 150 people assembled yesterday afternoon at Jones' Wood (Washington Park division) to witness an exhibition to be given by Captain Christian Wras (Marine Officer A. D.), of Oestberg's Fire Extinguishing Apparatus. Among the assemblage were a number of representative insurance men, including the Surveyor of the Board of Underwriters, ex-Chief Kingsland and quite a display of representative characters from the Fire Department of the city, embracing President Commissioner Perley and Commissioner Hatch, Chiefs Bates, Fisher, Wilhelm, Rhodes, Fire Marshal Sheldon, Assistant Fire Marshal Hill, Secretary Carl Jussen and foremen and attachés of the department in fair numbers. It will thus be seen that although the exhibitor had not a large audience he had a very respectable and appreciative one.

THE APPARATUS

consists chiefly of a double covering, which encloses the body. The inner of these, within which cooled air circulates, is air and water tight. The outer one is made of some porous cloth, which is always kept soaked with water, or else of canvas, close fixed together, through which the water, which is constantly conveyed there, is spread in a thin layer uniformly about the whole body, and thus protects the person from the effects of the fire. It is stated that several trials of this apparatus have been made in Stockholm, Berlin, Vienna, Milan, Paris, Brussels and London, in the presence of crowned heads and competent authorities, with testimonials in its favor.

THE EXHIBITION YESTERDAY—ITS FAILURE AND THE CAUSE.

The hour announced for the beginning of the tournament with fire was four P. M. Four piles of pinewood, about a cord each, were erected, the logs transversely arranged, with avenues about two feet broad between each pile. The interstices were filled with straw for the purpose of facilitating combustion at the proper moment. The shades of a cool autumn evening were advancing, but no human fire annihilator appeared. "Where is he?" "Bring him out," cried some of the rude ones among the throng. Suddenly and possibly to the amazement of some in the crowd, there emerged from a basement, over which hung the sign, "Refreshments below" (the idea of connecting refreshments there with the subject in hand?) a figure that might have been mistaken for the ghost of Hamlet's father, in canvas duck, had it not borne a helmet that resembled that of one of General John Newton's Hell Gate divers. The figure advanced as if it were blindfolded, guided by a young man from Hoboken, toward the piles of pine logs. Here the operation of filling the various tubes on the canvas armor with air and water was commenced. We ought to state that, for the purpose of obtaining a supply of water fresh from a handy Croton hydrant, the services of Captain Wilhelm, a chief of the Fire Department, were engaged. He had several assistants, all energetic fire boys, quick for service when water was required. The man in the canvas armor stood erect, his canvas helmet screening his entire head from the view of the spectators, the pumping from the bellows that are used to inject water here and air there into the tubes went on, when suddenly there was a tremendous spluttor on the part of the man in armor. The latter waved his arms and shook his armor tremulously, but vigorously. "Ha! ha!" laughed some. "Humbug! humbug!" cried others. That there was something wrong was certain, and, after Captain Wilhelm had, with much presence of mind, removed the helmet from the head of the human fire annihilator, it was discovered that some stupid attendant, instead of pumping air, had been pumping cold water into the innermost recesses of the armor and had almost drowned the intrepid exhibitor. It became almost a case for a coroner instead of one for an insurance or a fire commissioner. Notwithstanding this mishap Captain Wras peeled to the buff on the "cold, cold ground," and, with the assistance of his daughter Minnie, readjusted his armor and at once entered amid the burning logs. But the audience were disappointed, a disappointment that seems to be altogether owing to the blunder of a stupid attendant, and left the grounds grumbling and dissatisfied. It is stated that it is the intention of Captain Wras to try again, when he will devote his daughter to the flames after he has himself adjusted her safety armor.

THE BROOKLYN BRIDGE.

The absence of the usual scene of activity and bustle on and about the piers of the Brooklyn Bridge during the past two days gave rise to the impression that work had been suspended on account of the rain. Inquiry of Mr. Pratt, one of the engineers, yesterday dispelled this theory. The contractor, Mr. Farrington, is awaiting the arrival of the next cradle rope that is to be placed in position. This rope is to be two and five-eights of an inch in diameter, weigh nine pounds to the foot and have 180 tons tensile strength. It is now being completed under the personal supervision of Engineer Paine at the Croton Steel Works, in Trenton, N. J., and it is expected that it will arrive here about Monday, when it will be conveyed across by means of the "traveller," as was the last cable. This will likely consume about four days. The contractor had a small force of men employed yesterday in arranging the derricks and getting everything in order for the placing of the cable as soon as it arrives.

A BANKRUPT DEPARTMENT.

THE MENAGERIE IN THE CENTRAL PARK CLOSED—ALL THE PARK EMPLOYES DISCHARGED—THE CAUSE OF THE TROUBLE AND THE GREAT INJURY IT WILL DO THE CITY.

The President of the Park Department, with the advice and consent of the other Commissioners, yesterday suspended all persons engaged upon the public parks and the institutions connected with them. The menagerie was closed up and the armory likewise. The men engaged upon the lakes and who care for the shrubs and fountains were notified their services would be no longer required, and to-day the entire number of men in the employ of the department is eight. These are to remain in the stables and keep the horses from starving and look after the zoological collection in the Central Park. This extraordinary state of things is brought about by troubles between the Park Department and the Mayor, and a failure to appropriate money for purposes for which it was needed.

THE DEPARTMENT BANKRUPT.

A reporter of the HERALD visited the headquarters of the department yesterday for the purpose of ascertaining the cause of the trouble, and the effect of it upon the city property.

President Martin said:—"Well, the department is bankrupt, that's what is the matter. We have no money, and until we get it we must shut up shop. All the men are suspended. We can't pay them, so there was no other course to pursue."

"Well, are the parks abandoned?"

"Yes, all work is stopped, and everything will go to the devil."

"Whose fault is this?"

"The fault," said President Martin, "lies originally with the Board of Apportionment. This Board insists upon giving us more money than we ask for to keep up special departments, and cuts down our estimates which are actually necessary. For instance, they gave us $110,000 for the police, and we only needed $90,000; for the Harlem Bridge $20,000—we have used but $2,000, for the Bronx River Bridge they gave us $15,000, and we have used but $10,000. For the maintenance of the parks and museums, however—the most important thing—they cut down our estimate $100,000. In 1873 we had $298,527 for this purpose, in 1874 $318,864, in 1875 $250,453, and this year $187,000. It is simply impossible to maintain the parks on this sum. The department has asked the Mayor and Comptroller to transfer the sums we have saved in the matter of the police and the bridges to the maintenance fund. They have refused to do it, and so the work of the department ceases."

"But there were a few men at work yesterday in the Park?"

"Yes. The department has a certain momentum. The engine has ceased to supply steam, but the wheels run of themselves for a short time."

THE CLOSING OF THE MENAGERIE.

"Why was it necessary to close the menagerie?"

"We have nobody to look after the animals and keep the place clean. You see when it is closed two men can feed the animals and keep them alive, but it requires many men if we have visitors. The animals must be kept clean then and the place look decent. We shall keep enough force there to see the animals and birds do not suffer and the horses are cared for."

"What will the effect of this stoppage be?"

"It will be very disastrous to the public property. This and the spring is the time of year we specially need money. The trees now should be trimmed, the old wood cut out and the grass repaired. Last summer destroyed half the grass in the Park. It was dried up by the sun. This needs replacing. The lakes need constant attention and preparation for the winter, and most important of all are the roadways. It is easy to watch and keep roads in repair, but let them go, neglect them, and they get in a terrible condition and cost an immense sum of money to put them in order again. A force of men is required to watch them continually."

THE TROUBLE WITH THE MAYOR.

"Why is it that the Mayor refuses to accede to this transfer so that the department can continue?"

"He won't give any reason. He simply refuses to act in the matter. Mr. Lewis is willing, Wheeler is willing, but Wickham refuses. I think the secret of it is in this:—Commissioner Donohue had a little row with the Mayor, and to spite him he refuses to do it. Of course Green will not vote for it. He is pleased with the situation. The parks will all go to the devil and then he will turn around and say, 'Ah, see; I told ye they could not manage the department. Look at the parks, they will shew for themselves.' That is his style. First he creates the embarrassment and then he points to the effect of it to the disparagement of others."

A REPORT OF THE PRESENT CONDITION OF AFFAIRS has been prepared and will be presented to the Commissioners in a few days. The President has prepared the following for presentation to the Board:—

TO THE BOARD OF COMMISSIONERS:—

The appropriation for the year 1876 by the Board of Estimate and Apportionment was smaller than it has been in previous years. The distribution of the sum appropriated was made by the Board of Estimate and Apportionment in opposition to the wishes of this department. They gave to the maintenance and repair of the Harlem River bridges and to the police more than we asked for and took that excess off from the appropriation for the maintenance of parks, which is the proper and first work of the department.

When opposition to this distribution was made by the President and him the Mayor the Mayor promised that if we saved money on the items on which an excess of appropriation had been made he would move its transfer in the Board of Estimate and Apportionment when it was required, so that our saving could be expended on the Central Park and the other city parks and on the maintenance of the roads in the Twenty-third and Twenty-fourth wards.

Formal application was made to the Board of Estimate and Apportionment on the 9th of September, and consequently, on the 23d of October, a letter was sent stating the necessity and reasons for the application.

The matter was postponed from meeting to meeting of that Board, without passing it, although the Mayor promised several times that it should be done, until the 31st of October, when a proper resolution was offered in the Board, and on the Mayor's motion it was laid on the table. Since then he has not moved it again or given any reason for his omission to do so.

The condition of the balances of the general maintenance account and the salaries account is further complicated by the erroneous charges made by the Comptroller, as shown in the statements submitted at the meeting of the 3d inst.

It is therefore necessary to suspend the maintenance laboring force. Respectfully, W. R. MARTIN,

President Department Public Parks.

This statement, with a full report of the condition of the department and its stoppage, will be made to the powers that be, and the Commissioners will sit down and wait the course of events along with imprisoned tigers and monkeys, who will henceforth cut up their freaks in private, undisturbed by the umbrellas of the gentlemen and ladies from Podunk.

SAVINGS BANKS ECONOMICS.

TO THE EDITOR OF THE HERALD:—

The glory of our savings banks is their death. They cannot live without it and they die of it. Palatial banking houses and premised high rates of interest attract depositors, who pass by the unpretending, prudently managed institutions and rush up the marble steps of magnificence. Immense deposits give them credit and a respectable standing in the community. We laugh at the story of the old woman who thought she was making a living because she did so large a business, though she sold her wares much below their cost, and then applaud bank trustees for practically the same thing. United States bonds, bearing four and a half per cent, are selling above par. First class mortgages (i. e., upon real estate at half its present market value) can be readily placed at six per cent, and yet savings banks, obliged to pay extravagant expenses, to hold a reserve fund to meet daily calls and large amounts awaiting opportunities for permanent investments at not exceeding three per cent interest, promise their depositors six per cent per annum and do pay it. This interest must be paid out of the principal, against which the present law provides, or it must lead to reckless investments promising large returns with corresponding risk to the principal. The almost daily foreclosure sales point to the "cause and effect." "Sold to the plaintiff" is the auctioneer's cry as his hammer falls, because the "plaintiff" is the only party who by hope believes the value of the property sufficient to cover the amount of the judgment. Our savings banks and other moneyed institutions are likely soon to become real estate operators.

In spite of our better judgment the innate desire to speculate makes large promises attractive. Safety of the principal should be the vital consideration. Savings banks were not intended to enrich trustees. Will we ever return to the good old times when they were organized by benevolent men for the good they would do; when to help those whom fortune had not smiled on was the sole motive; when a modest office and a small clerical force was all that the depositors were required to pay for? The records of the now infamous Third Avenue Savings Bank show that at one time the rent paid for its banking rooms was $500 per annum, and its entire yearly expenses $2,200. In the year 1867 they reached the outrageous amount of $85,819 71, of which over $57,000 was for salaries. An extravagant banking house brought increased deposits, large salaries, speculations and ruin. The old way was the best way, and a return to it will alone restore confidence to the people for whom savings banks were originally designed and who know of no other depository for their surplus earnings. Is not the establishment and maintenance of an institution for the safe keeping of the earnings of the provident poor as noble a work as that which has for its object the support of shiftless or unfortunate paupers? Will not some of the good people of this city interest themselves in this matter and restore us the old time, useful, blessed savings bank, e'er the poor depositors, in their disappointment and distress at the oft-repeated failures, learn to enjoy their wages while they may, careless of the future?

H.

NEWARK'S PERIL.

Sometime ago, in obedience to the demand of public opinion and loud calls in the press, as well as to the demands of a decent regard for human life, Alderman Ure introduced into the Newark Common Council a resolution compelling the Pennsylvania Railroad to fence their line from Passaic River to the eastern limit of the city. As the road now is it runs across some fifty streets, some of them important thoroughfares. On the whole line there is neither fence nor gate and but very few flagmen. As a consequence people are mangled to death every little while, and the safety of the citizens as well as the travelling public is constantly menaced. The resolution was referred to the Committee on Streets. This committee considered the resolution on Wednesday night, and, after discussion, voted it down, the negative argument being that gates and fences would interfere with traffic, and were not desired by the people "across the railroad." To erect gates and fences in Newark the same as in Jersey City would cost the company from $50,000 to $75,000 or more, saying nothing of the cost of maintaining them. But of course money is no object to them when the public interests are concerned. They are eager to fence and gate, they say, if the Council only say so, but, as stated, the Council won't.

THE COMPTROLLERSHIP.

GOSSIP ON THE SITUATION—A POINT OF LAW.

Local politicians are considerably exercised on the points of a successor to Andrew H. Green as Comptroller of the city. Several names are mentioned for the place, but Mayor Wickham keeps his own counsel, and will not allow anybody to interview him upon the subject. Comptroller Green's term expires on Monday next, and it is claimed that under the charter the Mayor must send in a name for the office within ten days from that date. Several lawyers, however, undertake to prove that no provision exists for the selection of a Comptroller, Commissioner of Public Works, Counsel to the Corporation, President of the Department of Parks and President of the Police Department. If this theory is correct then Comptroller Green can hold over until such time as the Legislature passes a law providing for such contingency. Part of section 25 of the charter of 1873, under which this claim is urged, reads as follows:—

The Mayor shall nominate, and by and with the consent of the Board of Aldermen, appoint the heads of departments and all commissioners, save Commissioners of Public Instruction, and also, save and except the following-named commissioners and officers who hold office as such on the 1st day of January in the year 1873, that is to say:—The Comptroller, the Commissioner of Public Works, the Counsel to the Corporation, the President of the Department of Public Parks and the President of the Department of Police, which said Comptroller, Commissioner and Counsel to the Corporation aforesaid shall hold until the expiration of their respective terms of office for which they were appointed unless removed for cause as herein provided.

It is not probable, however, that Comptroller Green will stand upon this provision and thus endeavor to retain possession of the office after next week. Mr. John Kelly's name is frequently mentioned for the place among politicians. Of course there is no doubt of his confirmation by the Board of Aldermen should Mayor Wickham conclude upon sending in his name. Some go so far as to allege that Comptroller Green will be renominated and that arrangements have been consummated to secure his confirmation. City Chamberlain Tappan and Mr. Arthur Leary continue to be talked of for the office.

JUDGMENTS AGAINST THE CITY.

Henry Rall has recovered judgment against the city for $2,260 97 for personal injuries received from a blast of rocks at Manhattan square, through the carelessness and negligence of the Department of Public Parks.

City Judge Sutherland has also obtained a judgment against the city for salary at the rate of $15,000 per annum.

The Finance Department supposed the salary of such officer, under chapter 340, Laws of 1875, to be $12,000 per annum, the same rate as paid to the Recorder, which sum was allowed and appropriated by the Board of Apportionment.

Douglas Taylor, late Commissioner of Jurors, has sued the city for $57,760 as balance of salary, &c.

The salary of this officer was $10,000 per annum, and was afterward fixed by the Board of Apportionment, under a provision of the charter of 1873, at the rate of $5,000 per annum. Mr. Taylor, however, claims the exorbitant compensation of $15,000 per annum, which Comptroller Green refuses to pay.

These are samples of the claims made against the city treasury.

MUNICIPAL NOTES.

Mayor elect Ely was among the callers at the City Hall yesterday.

Bids for paving several streets north of Canal street, on the west side of the city, were opened at the Department of Public Works yesterday. No awards have yet been made.

The Board of Aldermen held a ten minutes' session yesterday afternoon. A request of the American District Telegraph Company for permission to place ornamental clocks in front of their various offices throughout the city was laid over for further consideration. A special meeting of the Board will be held on Monday next for the purpose of considering the provisional estimates for 1876.

REAL ESTATE.

The following is the list of sales effected at the Real Estate Exchange yesterday:—

James M. Miller sold, by order of the Supreme Court, in foreclosure, the building Nos. 441 and 443 Canal street, north side, 104.2 feet west of Varick street, with plot of land, 33.4x66.6x33.11x50, to plaintiff, for $19,300.

Bernard Smyth sold, by order of the Supreme Court, in foreclosure, R. M. Henry referee, a house, with lot 21.3x94.9, on East Eleventh street, south side, 358.1 feet east of University place, to