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CONTRACTS IN CONFEDERATE MONEY.

SINCE the conclusion of the war many difficulties have arisen in the Southern States from the want of an established rule in regard to the responsibilities incurred under contracts made during the progress of the Rebellion which stipulated for the payment of dollars that were mutually understood to mean dollars of Confederate money. The most important questions involved in these disputes were definitely settled yesterday by the opinion of the Supreme Court of the United States in the case of Thorington vs. Smith & Hartley, which was delivered by Chief Justice Chase, and as it was deemed necessary to give a definition of the legal status of the Confederate Government, this opinion possesses national interest and importance.

The leading points in issue were:—1. Can a contract for the payment of Confederate money, made during the Rebellion by parties residing within the Confederate States, be enforced in the United States courts? 2. Can evidence be adduced to prove that a written contract requiring the payment of dollars meant anything else than lawful dollars? The principle has heretofore been enunciated that none of the stipulations of contracts made to aid the Rebellion can be enforced in American courts, and it is now reaffirmed. One of the parties to this suit seems to have relied upon such an extension of this principle as would have led to the conclusion that, inasmuch as the Confederate notes were issued for the treasonable purpose of aiding an insurrection or war against the United States, any transactions based on the use of such a currency were necessarily void and inoperative. The Court, however, holds that, inasmuch as an ordinary business transaction did not involve any act of hostility to the Government, it must be judged by its merits; and that, as the parties living within the lines of the Rebellion were compelled to use the currency forced into general circulation in their midst, the business transactions arising from and based on this necessity deserve legal recognition and protection.

An elaborate discussion of the condition of affairs in the Southern States during the dominance of Jeff. Davis results in the conclusion that Confederate "currency must be regarded in courts of law in the same light as if it had been issued by a *bona fide* government temporarily occupying a part of the territory of the United States;" and that contracts requiring the payment of Confederate currency "should be refused in the courts of the United States, after the restoration of peace, to the extent of their just obligation." The Confederate government is judicially defined to be a temporary "government of paramount force," similar in its legal bearings to the government established at Castine, in Maine, when it fell into the possession of the British forces during the War of 1812, or the government established at Tampico, Mexico, when it fell into the possession of American troops during the Mexican war. The doctrine is announced that, while this supremacy of the Confederate government did not justify acts of hostility to the United States, "it made civil obedience to its authority not only a necessity but a duty. Without such obedience, civil order was impossible;" and that, therefore, citizens in agreeing to buy or sell for a given sum of Confederate money committed an act which was not in itself unlawful, and which cannot be treated as a nullity by the courts of the reconstructed Union.

The second question at issue was decided in a similar spirit. It was decided that evidence could be properly offered to prove the meaning of the word "dollars," used by the parties to this contract. This cannot be done under all circumstances, for the Judge held that "a contract to pay dollars made between citizens of any State of the Union maintaining its constitutional relations with the Government, is a contract to pay lawful money of the United States, and *cannot be modified or explained by parol evidence.*" But due allowance must be made for the peculiar circumstances existing in the South. As the word dollar had acquired a meaning which, while neither legal nor correct, was none the less actual, it is contended that the ends of substantial justice can be attained by the production of evidence to prove what this meaning was. Judge Chase holds that Confederate money had no intrinsic value, and that it never can have, but that it nevertheless possessed "a sufficiently definite relation to gold and silver, the universal measures of value, so that it was always easy to ascertain how much gold and silver was the real equivalent of a sum expressed in this currency." The point to be aimed at in estimating the liabilities of an unfulfilled contract, in which the parties agreed to make a payment in Confederate money, is to ascertain the actual value of these notes at the time and place of the contract, in lawful money of the United States, and to render a judgment bond on such valuation.

Parties in the South who are inclined to act justly will have no cause to complain of this decision. It will prevent men from profiting by events over which they had no control, and it will give to obligations entered into during the war a construction which will correspond as closely as possible with the intentions and expectations of the contracting parties.

PROTECTION FROM FIRE AT THE THEATRES.

THE burning of a theatre, or indeed of any place of popular assembly, while full of people, is a calamity so terrible even in contemplation, that anything short of the most ample preparations for the extinguishment of fire, and the most extreme caution in the arrangement of the various gas jets and the heating apparatus, so as to provide as far as possible for every emergency, is criminal on the part of the authorities and the owners of the buildings. From the manner in which places of amusement are constructed, a fire must necessarily spread with great rapidity if it once gets fairly started, and from the great number of exposed lights that are in use in such establishments, particularly behind the scenes, they are peculiarly liable to accidents.

It is gratifying to have reliable information that in all of our leading theatres the most ample arrangements have been made not only to guard against danger in the first place, but to secure the prompt extinguishment of the flames in case they should become started through one of those unforeseen accidents against which no foresight can provide. Yesterday the Building Inspectors made their annual visit to the Academy of Music and the Chesnut, Walnut, Arch, and American Theatres, to see that the law with respect to safeguards against fire and ample means of egress for the audience were complied with. At all of the theatres were found one or more fire-plugs with hose attached of sufficient length to reach to all parts of the house. The stage lights were covered with wire gauze, and in all except the American heaters were in use, so that any danger from stoves was obviated. The inspectors ordered the stoves in the dressing-rooms of the American to be provided with zinc or sheet-iron cases, and they might have gone a step further with propriety, and ordered all the lights behind the scenes in all the theatres to be covered with gauze. In a matter of this kind it is always best to err on the side of excessive caution.

At the Academy of Music the provisions in case of fire were found to be most ample. A powerful steam engine is always in readiness to throw water to any part of the building, and the employes are organized into a fire brigade, with all the necessary axes, buckets, and plenty of hose for the efficient performance of their duty in case of an alarm. The inspectors found that at all the establishments named the means of egress were as ample as it was possible to provide, and that under any ordinary circumstances an audience ought to be able to escape in safety.

In this connection it may not be amiss to disabuse the public mind of a wrong impression as to the combustible nature of theatrical scenery, which is not by any means as great as is commonly supposed. The canvas upon which the scenery is painted is heavily sized, and the colors, most of them metallic, are mixed with glue. The consequence is that the scenery will not blaze but rather crumble away if it is brought in contact with the flames. The frames upon which the canvas is stretched being of wood, are, of course, combustible, and there are always so many things laying about behind the scenes, and so many careless people about, that the greatest danger is in this part of the house. But the scenery itself, which is generally looked upon as particularly exposed to ignition, is scarcely an appreciable cause for fear.

All the appliances that can be devised, however, will not prevent conflagrations if careless people are not well looked after, and the managers of the theatres ought to have all their employes, actors, carpenters, ushers, and everybody, well drilled in the management of the apparatus provided, and assigned regular posts which they will be expected to take in case of alarm. A little good discipline in a matter of this kind will not only ensure caution, but it will aid very materially in extinguishing a fire if one should happen to break out.

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