## THE DAILY EVENING TELEGRAPH-

## Evening Telegraph

## TUESDAY, MAY 2, 1871.

THE LEGAL-TENDER CASES. It is now formally announced that the Supreme Court of the United States have finally decided, by a majority of one, first, that the act of Congress known as the Legal-tender act is constitutional and operative in reference to contracts made before its passage; and, second, that it is valid in its application to contracts made since its passage. Thus the whole ground is covered, and a greenback dollar is a dollar for all valid payments, despite the theories that have been propagated from time to time, and despite the decision by the United States Sumade preme Court a few years ago to the effect that the Legal-tender act could not constitutionally affect contracts made before its passage. It is, perhaps, to be regretted that a practical change in the law has been effected by this conflict of judicial decisions, but there is little doubt that the ends of substantial justice and the present and future welfare of the nation are best served by the decision last rendered. The sovereign power of the nation originally decreed what a dollar was; subsequently, when sufficient reaseemed to exist, it changed the Sons intrinsic value of a dollar, even when it was made of coin, reducing the quantity of gold in gold coins of a given denomination, of silver in silver coins of given denominations, and of copper in copper coins of given denominations; so that, even in times of peace, and in the coinage of the country, the Government has, at will, exercised the power of changing the intrinsic value, as well as the shape of and devices upon gold and silver dollars, the business and contracts of the country being required to conform to the changes thus made from time to time. Practically, a dollar is whatever the American people, through their representatives, choose to make it; and the original, bona fide Spanish milled dollar ceased long ago to be the dollar of commerce or, of contracts. Taking a common sense view of the subject, there is as good a reason to institute a suit for the recovery on old contracts of the Spanish milled dollar, which is worth about ten per cent. more than the present gold dollar, as there is to sue for the recovery of gold dollars for sums which, by a law of Congress, are made payable in legaltenders.

It is, of course, very wrong for Congress to abuse such a mighty power, but it is also very wrong for Congress to abuse any other power; and since the nation, as a nation, can and does, when it sees fit, originate wars which lead to the destruction of the lives of tens of thousands of innocent and patriotic citizens, to the devastation of many flourishing towns and cities and to the most operous texation it is folly to contend that it cannot also strip capital, represented by bonds and mortgages. of an infinitesimal portion of its accustomed rewards. We respect property, and respect all its rights, but we respect even more the aggregate liberty, life, and property of a nation and all its inhabitants; and when everything which a great people hold dear is at stake, it remains for them, through their representatives, to decide what and how much shall be given u p, so that the greatest possible portion of the things and interests endangered may be preserved. It was to meet such an exigency that the Legal-tender act was passed; and as it was commonly and generally accepted, its inevitable gains on with all hand and losses on another, one no mere legal quibbles or lawyer's quirks should be suffered to set it aside now. It has done the State good service; it has saved, in many instances, to those who have shown a disposition to bring suit for a fraction of their interest, the principal of their evidences of indebtedness; and now and hereafter it will be better, on the whole, for all concerned, that the nation shall sustain and respect, in letter and in spirit, the financial bridge that carried it safely over the yawning gulf of the Rebellion.

veyance by which the merchandise is to be trans-ported. The form of entry can be seen upon ap-pileation at this effice. The entries, stating all the particulars required, together with the invoice and bill of lading, must be presented at the collector's office to the proper offi-cer, at the port of New York, together with a bond of the owner, consignee, for agent, in a penal sum of at least double the invoice value of the merchan-dise, with the duties added, with not less than two surfices, executed before either the collector at New York or this port. The form of bond may be had upon application to the collector of either port. On receipt of the merchandise at this port a cer-On receipt of the merchandise at this port a cer-tificate of the delivery thereof will be forwarded to the collector at New York, upon the receipt of which the bond will be cancelled by writing thereon the word "cancelled." with date and signature of the officer in charge, near the signatures of the obli-

By reference to the act of July 14, 1970, it will be observed that merchandise imported under its pro-visions shall have priority given to its examination by the collector at the port of New York for the purpose of forwarding the same to its destination, such examination being sufficient only to verify the

For the greater convenience of merchants and importers, and in order to facilitate transactions under the law, Mr. George B. Raymond, the agent of the Camden and Amboy Railroad Company at of the Campen and Allooy Rainoad Company at the port of New York, has consented to act as con-signee for transhipment of merchandise destined to this port, and those desiring to avail themselves of the benefit of his services in this connection can re-ceive all necessary information on the subject at this office. J. W. FORNEY, Collector. this office. J. W. FORNEY, Collector.

This circular, with the documents referred to therein, gives all the information that is needed on the part of our importers to enable them to take full advantage of the new regulations. The Government, the railroad companies, and the Collector having done their part, it is now incumbent upon the merchants of Philadelphia to do theirs, by giving the direct transportation system a fair trial. Such a trial cannot but result in its unqualified success, of which, happily, there is no doubt. The disadvantages of the old system were so numerous, and so oppressive. not only to the country at large, but to individuals, that the system about being inaugurated was not established in anticipation of, but rather in response to, a universal demand. Its workings will be highly beneficial to all the large interior cities of the country, and especially to Philadelphia. The perplexing delays which have heretofore occurred, on account of the enormous pressure in the New York Custom House, will be avoided; Philadelphia, which was at one time the commercial as well as the manufacturing centre of the country, will hereafter receive the eredit on the books of the Treasury to which it has always been justly entitled; and, not the least important of all the advantages to result from the new system, the business of the New York Custom House will be brought within such limits that an honest administration of its affairs will be hereafter possible.

THE TENURE OF THE EPISCOPAL CLERGY.

THE late controversy in St. Clement's Church in this city has given rise to the discussion of several points of ecclesiastical law which are interesting if not novel.

Among them is the question of the tenura of the rector of an Episcopal charch; how does he hold his office, de bene esse, that is during good behavior or for life, or does he hold it during the pleasure of the parish or congregation? If he holds by the latter tenure, then the relation between him and his congregation is simply that of master and servant; it is a contract of hiring, which may be broken by either party at pleasure, subject, however, to such rules regarding prior notice as they may have agreed upon among themselves, or, in the absence of any such agreement, to the ordinary rules of law upon the subject. A rector is a minister, and while it is true that a minister is a servant, yet he is a servant of God, not of God's people. He is to minister God's sacraments, and preach His Word to the people. He is not to do their pleasure as they would have it done, but he is to teach them, to tell them their duty and keep them up to it, and explain the Word and minister it unto them. Christ Himself is called a minister of the sanctuary, and He formed His apostles and their successors into a body or corporation of ministers, and said to them, "Go teach all nations, baptizing them," etc., and, said He, "Lo! I am with you alway, even unto the end of the world!" As, therefore, a minister is the servant of God, and not of the people, the next inquiry is, What is his relation to the church or congregation he ministers unto? In England, whence our ecclesiastical as well as our common law comes, the tie between the rector and parish cannot be broken except by judicial sentence, or resignation to and acceptance by the ordinary. There the parish is called a cure or living or benefice, to which the rector, or incumbent as he is called, is presented, and in which he is firmly seated for life. Even when he desires to resign, the ordinary is not bound to accept his resignation, but may compel him to stay. A similar rule exists in this country, by which a minister is prevented from leaving his parish or church against their will. The relation between a minister and his parish has no closer parallel than that between husband and wife, and differs from that relation in this, that it may be dissolved by the mutual agreement of both parties. Indeed, the period of time which elapses between the death of one bishop and the ordination of another is called the widowhood of the Church. When, therefore, a minister has accepted the charge of a parish, there is no way for either party to dissolve the relation without the consent of the other. He cannot leave his charge without their consent; they cannot dissolve it without his; and both together cannot dissolve it without the consent of the ordinary, who, representing the whole Church, is entitled to know what is being done in each part or parish, and is to give (as he may withhold) his consent to such dissolution. Nor can any congregation sell its church building without the consent of the ecclesiastical authority. The canon of 1865 on this subject fixes the penalties which are put upon the minister or congregation which attempts a dissolution without the episcopal authority, and it prescribes exclusion from the convention as the punishment for this offense. The use of the word dismissed in this canon is calculated to mislead the cursory reader into error. The common meaning of this word is a sending away of an inferior by a superior, whereas its meaning in

religious and charitable associations is a pe missive withdrawal in order to enter anothe association of the same kind. The dismissio is of a person in good standing, not of on disgraced or dishonored; and a card of di mission is given him by which he can at one enter another society. Fertile as is th English language, however, it is difficu to suggest any other appropriate wor in lieu of dismissed, which has h long usage in this connection acquire a technical meaning in religious and charits ble societies.

The word discharged might have bee used if the idea of an enforced separation wa intended to have been conveyed; but eve this word in the army, where it is alway used, has to be prefixed with the adjectiv honorable or dishonorable to describe th character of the discharge. But there can b no reasonable doubt suggested by any think ing person of the entire absence of power either the minister or congregation to di solve the connection between them without the consent of the other, nor even then wit out the approbation of the ecclesiastical a thority. This is a salutary rule which world well both ways; it secures the parish again abandonment in its early struggles for exis ence, and when its existence is assured secures the minister from being rude turned away by the creature which he h helped to bring up; and it inculcates an leads to harmony of thought and action. B sides, it makes him open, frank, and bold the enunciation of the doctrines of th Church, and persistent is his inculcation their duty upon the congregation; he saved from being a truckler or time-serve A late case occurred in the Supreme Court New Jersey, in which this question arose an was decided in favor of the minister. that case the vestry, tacitly admitting th they could not dismiss their recto undertook to close the church doe against him. Instead of forcit opening the doors, or putting an injuncti upon the vestry, or having them indicted. he might have done, he sued them for kee ing him out, and recovered heavy damag The court said that the English ecclesiasti law forms the basis of the Episcopal Chur law in this country; that a rector, by force this law, has either the possession of t church edifice or a privilege which enab him to enter it, such privilege being in t nature of an easement, which is a freehold life estate; and, quoting from Mr. Murr Hoffman, said that the title to the church in the trustees for all corporate purposes, a that the control and possession of the chur edifice on Sundays, and at all times wh open for divine service, appertain clusively to the rector, and t the rector could no more be exclud from it than a pew-holder could.

How, then, can a congregation rid itself of an objectionable minister? There is no way xcept through the mutual agreement of the

PAPER HANGINGS, EIO.	OARPETINOS, ETO.	OROOERIES, ETO.
HOWELL, FINN & CO.,	the state is a first weather and	CRIPPEN & MADDOCH
		Dealers and Importers in Fine Groceries,
NINTH and CHESNUT Sts.		No. 115 S. THIRD Street,
FINE		BELOW CHESNUT,
PAPER	CARPETINGS.	Invite the attention of buyers to the following :
HANGINGS.		White Wheat St. Louis
New Designs		Family Flour.
Spring Styles.	DEADODY & WESTON	Requefort Cheese,  Parmesan Cheese,
RENCH,	PEABODY & WESTON,	Suiton "Pineapple " Nenfchatel "Young america Cheese, Edam "Patent Brick "
ENGLISH, AMERICAN		Baglish Cheddar" Sago " New York " tc. etc. [11
GOODS,	No. 723 CHESNUT St.,	DRY GOODS.
MADE NSPECIALLY FOR		EDWIN HALL,
UR RETAIL TRADE.	WILL OPEN A NEW LOT	and the second second
o samples given; no patterns to dealers or paper-	07	No. 28 SOUTH SECOND STREET.
hangers. Orders only to	CARPETS	OPENED THIS MORNING,
HOWELL, FINN & CO.,		FRESH INVOICES OF
No. 900 CHESNUT STREET,	On WEDNESDAY Morning.	STRIPE SILKS.
4 29 stuth644p PHILADELPHIA.	OUTADEST OLDER	BLACK AND WEITE, GREY AND WHITE.
OLOTHING.	CHEAPEST CARPETS	GRISALLE STRIPRS,
HINTS FOR TO-DAY!	IN THE CITY.	BLUE AND WHITE, GREEN AND WHITE,
Suit for the Boy At ROCKHILL & WILSON'S.		LILAC AND WHITE. ALSO, FRESH INVOICES O / CHE JE SILES
Business Suits for Spring Wear At ROCKHILL & WILSON'S. Fine Melton Chesterfields	Ingrains, 70c. Upward.	
At ROCKHILL & WILSON'S, Elegant Dress Pants	Three-ply, \$1.35 do.	Black Silks
At ROCKHILL & WILSON'S. Choice Clergymen's Suits	Tapestry Brussels, \$1.15 do,	Of the best makes, real LYONS GODDS.
At ROCKHILL & WILSON'S. Easy Fitting Sacks At ROCKHILL & WILSON S.	Body Brussels, - \$1.60 do.	LACE SACQUES, LACE POINTE
Everyday Spring Suits At ROCKHILL & WILSON'S.		EDWIN HALL.
Fine lot of Piece Goods Ready to be made to order Ready to be made to order	Crossley's Velvets, \$2.25 do.	EDWIN NALL,
At ROOKHILL & WILSON'S. Choice of Vast Variety At BOCKHILL & WILSON'S.		No. 28 SOUTH SECOND STREET.
Finest Custom Department On this Continent	CHEAPEST MATTINGS	Invites attention to his stock of
At ROCKHILL & WILSON'S. R. & W. Rockhill & Wilson's Great Brown Hall	IN THE CITY.	LACE GOODS.
is anead of every other establishment In Philadelphia in Excellence,	CARGO JUST ARRIVED PER CLIPPER	LACE POINTES, \$3.
Promptness, Reliability, and Cheapness IT IS TO YOUR INTEREST TO CALL AND SEE.	"FABPING,"	LACE FOINTRE, \$10. LACE POINTER, \$12.
	25 Cents a Yard and Upward.	LACE POINTES, \$15, LACE POINTES, \$13,
ROCKHILL & WILSON,		LACE POINTES, \$20. LAUE POINTES, \$22.
603 and 605 CHESNUT STREET,		LACE POINTES, \$25. From that up to \$100.
PHILADELPHIA.	PEABODY & WESTON.	LACE SACQUES, FLOWING SLEEVES. LACE SACQUES, TIGET SLEEVES.
		LACE CIRCULARS, BLACK AND WHITE. PAISLEY SHAWLS,
BABILLEMENES	No. 723 CHESNUT St.,	BROCHE SHAWLS, NEW SPRING SHAWLS, from \$3
JCA 224 CHESTNUT ST.	4 27 tus 8t PHILADELPHIA.	and the state of the second of the second
CHESTINUISI,		EDWIN HALL,

## THE DIRECT TRANSPORTATION OF IMPORTS TO INTERIOR CITIES.

At the second session of the Forty-first Congress an act was passed providing for the transhipment in bond at the place of importation, and the direct transportation thence to the place of its destination, of foreign merchandise, "without appraisement and liquidation of duties" at the former place. The system inaugurated by this law is a complicated one, requiring careful regulations and constant watchfulness on the part of the revenue officials to ensure its success. Considerable delay has therefore ensued before it could be put into practice between Philadelphia and New York. Everything else being in readiness, however, Colonel John W. Forney, the new Collector of this port, has promptly done his part towards ensuring its success by issuing the following circular to the merchants of this city and all others who are interested: ---

COLLECTOR'S OFFICE, CUSTOM HOUSE, PHILADEL-Conflection's OFFICE, CUSTOM HOUSE, FRILADEL-PHIA, May 1, 1871.—I have the pleasure of announc-ing to the merchants and importers of the city of Philadelphia that the Camden and Amboy Railroad Company have bonded their line, agreeably to the regulations of the Treasury Department, and are regulations of the Treastry Department, and are now fully prepared to transport merchandise from the port of New York to the port of Philadelphia "without appraisement and liquidation of duties" at the former port, under the provisions of an act ap-

the former port, under the provisions of an act ap-proved July 14, 1870. Wines, distilled spirits, perishable and explosive articles, and all articles in bulk, are specially ex-cepted by section twenty-nine of said act from its provisions; and no merchandise, except such as shall appear by the involce or oill of lating, and by the manifest of the importing vessel, to be con-signed to and desined for the port of Philadel-phia, can be entered for immediate transportation to this port without being "adbject to appraise. to this port without being "adbject to appraise-inent and liquidation of duties" at the port of first arrival in the United States. On the arrival at the port of New York of any merchandise intended and authorized to be entered for immediate transportation, and which shall appear as above-mentioned to be consigned to and hs above-mentioned to be consigned to and destined for this port, the owner, consignee, or agent may make entry thereof for innocidate trans-portation in quadruplicate, setting forth the port and date of importation, in what vessel imported, water from, and the port of destination, with the marks, numbers, and description of packages and contents, the quantity and value of the marks of the contents, the quantity and value of the marks of the common carrier, and the route and means of

parties, unless he be open to conviction for heresy, false doctrine, or immoral living, for which he is to be presented and tried in a regular and orderly way. An eminent canonical lawyer (Mr. George M. Wharton), now deceased, gave this as his opinion in a case which was submitted to him in 1866. He said that a minister could not be dismissed against his will without a previous trial, when, if convicted, enforced dismissal world be a part of the sentence. Of course, where there is a radical difference between a rector and his entire congregation, there will be no difficulty in their agreeing upon a dissolution, and the consent of the ecclesiastical authority can easily be obtained. But without this mutuality of action one party cannot shake off the other; they are bound together as husband and wife, for better or for worse, until their own act or death parts them. Sometimes a separation is effected by the vestry reducing the salary of the minister, and thereby starving him out; but if this be the only purpose of the reduction, a court of equity might restrain such action of the vestry, for equity regards the purpose and not the form of such action, and will not suffer a party to do indirectly that which . he cannot do in a direct way.

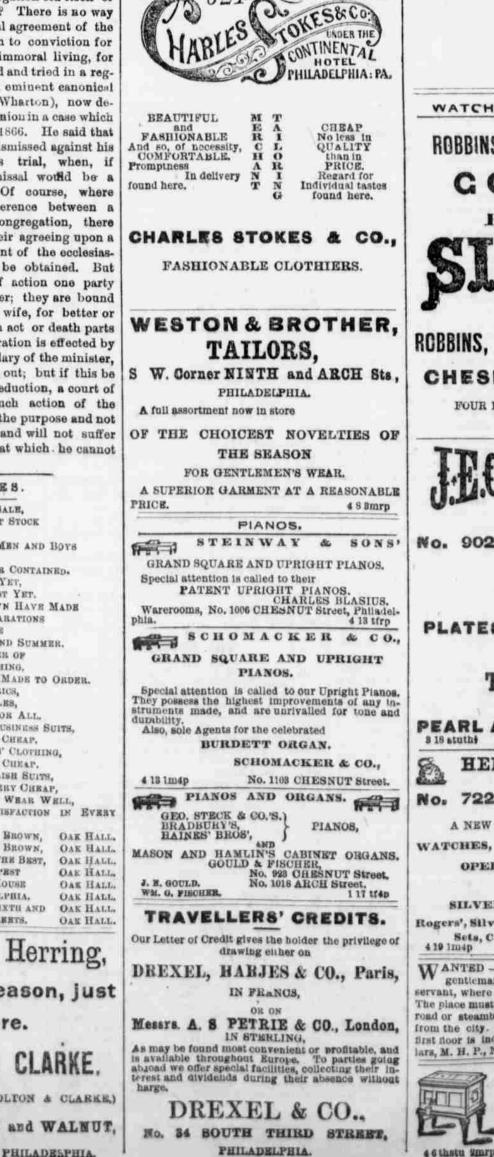
NOTICES. NOW ON EXHIBITION AND SALE, THE GRANDEST STOCK OF FINE CLOTHING FOR MEN AND BOYS THAT OAK HALL HAS EVER CONTAINED. THE BEST YET. THE CHRAPEST YET. WANAMAKER & BROWN HAVE MADE IMMENSE PREPARATIONS. FOR THE PRESENT SPRING AND SUMMER. ALL MANNER OF FINE CLOTHING. READY-MADE OR TO BE MADE TO ORDER NEW FABRICS, NEW STYLES. SURE "FITS" FOR ALL. GENTS' DRESS AND BUSINESS SUITS, ELEGANT AND CHEAP. YOUTHS' AND BOYS' CLOTHING, DURABLE AND CHEAP. CHILDREN'S STYLISH SUITS, BEAUTITUL AND VERY CHEAF, ALL WARRANTED TO WEAR WELL,

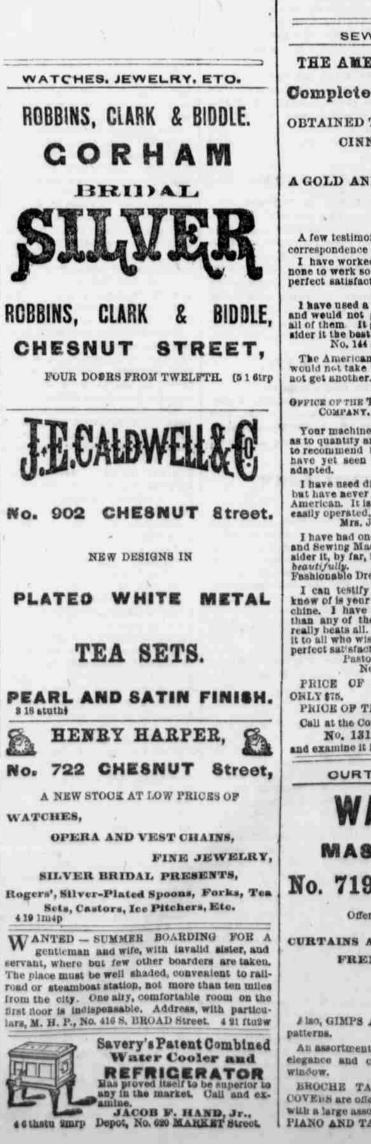
AND GIVE ENTIRE SATISFACTION IN EVERY RESPECT. OAK HALL WANAMAKEB & BROWN, OAK HALL WANAMAKER & BROWN, OAK HALL OAK HALL. OAK HALL. THE LARGEST, THE BEST. OAK HALL.

OAK HALL THE CHEAPEST OAK HALL CLOTHING HOUSE OAK BALL OAR HALL. OAK HALL IN PHILADELPHIA. OAK HALL. S. E. CORNER SIXTH AND OAK HALL. OAK HALL OAK HALL. MARKET STREETS. OAK HALL

Burlington Herring First of the season, just in store. E. BRADFORD CLARKE (SUCCESSOR TO SIMON COLTON & CLARKE,) S. W. Corner BROAD and WALNUT,

1 81 tuthstf4p





SEWING MACHINES. THE AMERICAN BUTTON-HOLE Complete Sewing Machine OBTAINED TWO PRIZES AT THE CIN-CINNATI INDUSTRIAL EXPOSITION. A GOLD AND SILVER MEDAL WERE AWARDED. A few testimonials are given from a large mass of correspondence of similar character and tone :--I have worked on a Howe and Singer, and find none to work so beautiful as the American. It gives perfect satisfaction. Mrs. Dr. J. H. YOCUM, Ashland, Schuylkill county, Pa. I have used a Howe. Grover & Baker, and Singer, and would not give the American Combination for all of them . It gives me perfect satisfaction. I consider it the best in the market. Mrs. J. REED, No. 144 S. Fremont street, Baltimore, Md. The American is a perfect Gem of a machine. I would not take a hundred dollars for it, if I could aot get another. It works besutiful. Mrs. AMANDA FAUX, Espy, Pa. OFFICE OF THE TROY HOSIEBY MANUFACTURING) COMPANY. TROY, N. Y., April 23d, 1869. Your machine makes very satisfactory work, both as to quantity and to quality, and I do not hesitate to recommend them to be superior to anything I have bet seen for the nurnose to which they are have yet seen for the purpose to which they are adapted. T. BUCKLEY, Treasurer. I have used different machines for nine years past, but have never seen any equal in all respects to the American. It is perfectly simple in the combination, easily operated, and does the most beautiful work. Mrs. JULIA E. BLACK, Benzoula, Mich. I have had one of your Combination, Buttonhole and Sewing Machines in use for 15 months, and con-sider it, by far, the best I have ever used. It works beautifully. Mrs. ANNIE C. DAVIDSON, beautifully. Mrs. ANNIE C. DAVIDSON, Fashionable Dressmaker, No. 1506 Chesnut street, § I can testify that one of the best good things I knew of is your American Combination Sewing Ma-chine. I have found more satisfaction in using it than any of the other three I have owned. This really beats all. I heartily and honestly commend it to all who wish a machine that will be sure to give perfect sat'sfaction. Rev. I. W. SCHENOK, Pastor of the Third Reformed Church. No. 1435 Filbert street, Philadelphia. PRICE OF THIS CELEBRATED MACHINE PRICE OF THE PLAIN MACHINE, \$60. Call at the Company's Warerooms, No. 1318 CHESNUT STREET. and examine it in motion. 5 2 tuthf3t OURTAINS AND SHADES. WALRAVEN, MASONIC HALL, No. 719 CHESNUT St., Offers some new designs for CURTAINS AMD LAMBREQUINS, FRENCH CRETONNES, STRIPED TERRY and COTELINES. Also, GIMPS AND TRIMMINGS of entirely new An assortment of LACE CURTAINS of especial elegance and cheapness, some as low as \$1.00 a BROCHE TAPESTRY PIANO AND TABLE COVENS are offered greasly below intrinsic values, with a large assortment of RMBROIDERED CLOTH PIANO AND TABLE COVERS. 3 16 thstu3mrp

No. 28 SOUTH SECOND STREET.

Above Chesnut

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