THE AMERICAN THEATRE.

The Difficulty About its Possession—The Case in the Supreme Court—Injunction Dissolved.

Our readers will doubtless remember that a year or two ago the representations of the Parker estate instituted proceedings to recover possession of the premises in Walnut street, above Eighth, which Mr. Fox now has for a variety theatre, it being claimed that his lease had expired. A sheriff's jury was sworn to decide the matter, and they gave a verdict for the estate for possession and a few thousand dollars rent arrear. An appeal was taken to the Common Pleas, and this verdict was disapproved of. The case was then taken to the Supreme Court, which tribunal sustained the verdict so far as it extended to give possession, but not in the item of damages. Mr. Fox then prayed this court to grant an injunction to restrain proceedings under this judgment, which injunction was granted, and finally the matter was argued upon a motion to dissolve the injunction, and under this phase of the case Judge Read has delivered an opinion in substance as follows:

Fox rented the theatre from Isaac Brown Parker, deceased, for a period of four years, at an annual rent of $6,000, taxes, water rents, and all other charges on the premises, now estimated at $1,500 per annum. The lease was executed on the 27th of February, 1864, but the term did not commence until April 1, 1865, the property being in the possession of tenants whose term did not expire until that day. In the 10th of August, 1865, Mr. Parker died, having on the 18th of August preceding made his will, by which he appointed Frederick Watts and John Brown Parker his executors, and made his seven children his residuary legatees.

In June, 1867, the house was destroyed by fire, and was subsequently rebuilt by Mr. Fox at a cost of $25,000, to which the executors contributed nothing, though by the provisions of the lease, in case of the happening of accidents of which fire was one, the lessee was not bound to rebuild. Misunderstandings arose between the parties, there being a little over twenty months of the lease left after this heavy loss and expense, which was met by his talents and energy had created a prosperous business, and finally the matter took consideration at the hands of the executors."

They notified him on the 31st day of March, 1869, the day the lease ended, that they elected to repossess the premises. Proceedings were instituted under the Statutes of March 21st and 1772, and were on the 5th of May, 1870, terminated by the Supreme Court decreeing restitution of the premises. The question of rent there were negotiations between the parties, Mr. Fox desiring to purchase the lease of the theatre, and from what passed at the argument it is inferred that some of his offers were approved by some of the residuary devisees.

The judgment of the Supreme Court on the 5th May, 1870, if carried out, gives the executors nothing but possession of the premises. It left the compensation for their use from April 1, 1869, for future adjustment. Negotiations for purchase and lease were going on, and an offer to lease was made by Mr. Fox upon terms approved by some of the *cestui qua trustis*. The plaintiff in rebidding the theatre certainly entitled himself to kind treatment. He intended he was to retain possession, and all the contracts with artists were made under that belief. The effect of turning him out is to deprive over a hundred persons of employment, nearly all engaged in a profession in which there is no few employers, and those scattered over the Union. It is a great misfortune which should not be necessarily inflicted upon innocent individuals.

All arrears for use and occupation until April 1, 1870, to be paid to June 1, 1870, at the old rate; rent to be paid from June 1, 1870, to September 1, 1870, at the rate of $5,000 per annum; to pay the proportion of all taxes and charges enumerated in the lease, from 1st January to 1st September, 1870; to pay the insurance on the building to 1st September, 1870; the arrears and rent to be paid in full, or the plaintiff to enter into an amicable action of ejectment, with the confession of judgment to be entered against him on the 1st of September, 1870, without stay or writ of error.

The Judge concludes: "Having thus frankly stated my opinion and advice, I do not feel that upon the present bill I could continue the injunction; but a very different question might be presented if a bill should be filed by the residuary legatees. Injunction dissolved."

CITY BULLETIN

As the carriage of the Good Will Engine Company was crossing to the fire at Twenty-fourth and Sansom streets, an attack was made on the members of the company on the corner of third and Chestnut streets, bricks, stones and pieces being used. They were driven from the rope, and the carriage was taken possession of by the assailants and thrown from Sansom street wharf into the Schuylkill. Adherents of the Philadelphia Engine Company are charged with being the aggressors, and the cause of the difficulty is traced back by the members of the Good Will to the ill-feeling displayed on the reception of the New Orleans firemen, on which occasion they were attacked, as they allege, by a mob composed of colored band of musicians. At the fire at Broad and Vine streets, later in the morning, another disturbance occurred between the Good Will and Philadelphia Engine Companies, in which pistols, stones and other missiles were freely used. A large number of policemen were on the ground and succeeding in arresting James Bay, H. E. McKee, Henry Milligan, R. McCalley, W. H. Zebley, Wm. Riley, John Akin, Wm. Kee and John Hollins, Sr., who were each held by Alderman Kerr in $800 bail, to keep the peace, and for a further hearing on Tuesday next. In endeavoring to arrest the affray, Officer Wm. McClure was hurt by a missile striking his leg; Officer Henry Noble hurt in the chest by a missile; Officer Jas. Drumgoole hurt in the side by a stone; John Holick, Charles Potts and a Mr. McCleary were hurt about the head and body. During the morning the members of the Good Will Engine Company went to Sansom street wharf and succeeded in recovering their carriage. The only material damage it had sustained was the loss of the bell-gallows. On their way home they were followed by a large crowd, and at Seventeenth and Chestnut streets were saluted with a volley of stones, one of the men receiving cuts and bruises therefrom. They, however, succeeded in reaching their house without further molestation. About five o'clock yesterday afternoon, Chief Engineer Downey, at the personal solicitation of the Chief of Police, suspended the belligerent companies from service.

—On Saturday afternoon last three coupons were presented to the clerk in the upper office of the United States assessor's stamp at the customs house, and "gold checks" of the amount of $5, each, issued thereon. A little while after two of these checks were presented at the counter below, having been previously altered, one to $1,000, and the other to $500 for the same paid. This was discovered in a short time when the clerk upstairs sent his memorandum below. A third check altered to $1,220 was followed, when the presenter was arrested and immediately taken before United States Commissioner Biddle for a hearing. Before the Commissioner the prisoner gave the name of [illegible] Johnson, and from the appearance of [illegible] an old hand in the business. [illegible] he collected the former [illegible] a man who was at the [illegible] He was held in [illegible] Tuesday next.

—A fire broke out in the large three-story brick flouring-mill of Messrs. Rowland & Ervien, on Broad street, below Vine, about two o'clock yesterday morning. The flames raged very fiercely, and soon the whole building was in a blaze. The fire communicated to the lumber-yard wagon-building shop of T. B. Parker, adjoining the mill on the south. This building, together with the mill, was totally destroyed. The lumber-yards of G. Nass, on the north, and Schemaker & Co. on the south of the burning buildings, were slightly damaged. The heat was so strong as to seriously interfere with the operations of the firemen, and blister and char the wood-work of buildings on the opposite side of Broad street. The dwellings Nos. 251, 253 and 255 Lybrandt street, owned by Mrs. Pawling, and from No. 1329 to 1334 on North side, and from 1332 to 1349 on the north side of Vine street, were also damaged to a considerable extent. A stable and carpenter shop belonging to Mr. T. B. Parker was seriously damaged. Mr. Parker estimates his loss at $15,000, about half of which is insured in the Franklin, Ætna and Royal Insurance Companies. Owing to the absence from the city of the proprietors of the mill, it was impossible to learn any particulars of their loss, but estimate the loss cannot be less than fifty to sixty thousand dollars. The mill had not been operated for about six months, and contained no stock. All the milling machinery and a fine steam engine, however, totally destroyed. The fire is supposed to have been the work of an incendiary, as there were no fires or lights kept about the building.

—Hon. Francis A. Walker, Superintendent of the Census, has addressed a letter to the Mayor of this city, stating that the Census Bureau now in charge, make no provision for the enumeration of dogs, horses and cattle not on farms, and requests that the roundsmen of the Police force be directed to inquire the number of horses and cattle in the several districts. In accordance with this request the Chief of Police has divided the city into districts, and detailed officers for that duty.

—Samuel Napier, a waiter at the Bingham House, attempted suicide at his residence, between the parties, there being a little over twenty months of the lease left after this heavy loss and expense, which was met by his talents and energy had created a prosperous business, and finally the matter took consideration at the hands of the executors."

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AMUSEMENTS.

DUPREZ & BENEDICT'S OPERA HOUSE, Seventeenth street, above Chestnut.
THE INFANT SAPPHO
THIS EVENING.
FOX'S AMERICAN THEATRE.
LAST NIGHT OF
JOHN BROUGHAM'S ADAPTATION,
IMMENSE BILL OF ATTRACTION.
Grand Ballet, Ethiopian Burlesques, Songs, Dances and Sketches.
SATURDAY MORNING, JULY 16, AT 10 O'CLOCK.
SPECIAL NOTICES.

A SPECIAL MEETING OF THE Stockholders of the Bowen Hitter Mining Company of Colorado, will be held, at their Office, on the 20th day of July, at 12 o'clock, when a report will be submitted for the action of the Company, and other business transacted for the benefit.
HIRO. R. SEABLE, Secretary.
420 Walnut street, July 1, 1870. jy11-m w4t

THE SPRINGFIELD THE PHENIX FIRE INSURANCE COMPANY of Philadelphia.
Notice is hereby given that, in conformity with the Act of Assembly, approved February 2, 1870, the Board of Directors have this day declared a payment of Five Dollars per share to be made to the Stockholders, entitled to participate in the profits of said Company, and that the same will be payable on and after the 20th inst., at the Office of the Company, No. 434 Walnut street.
The Transfer Books will close only to the Stockholders in question, on the 15th inst., and remain closed until the payment of the said dividend.
SAMUEL WILCOX,
jy7-2t & jy11-m w 13t) Secretary.

THE PENNSYLVANIA MINING COMPANY.—Notice is hereby given that all persons holding the Bonds of the Pennsylvania Mining Company, issued under the Act of the Legislature of Pennsylvania, approved March 31, 1866, and recorded in the Office of the Register of Deeds in and for the County of Keweenaw, State of Michigan, on the 8th day of January, 1867, in Charter Book of Mortgages, Liber 1, page 1, and in the Office of the Clerk of the Circuit Court for the County of Ontonagon, in said Court, wherein Charles Lanier, Executor of the last will and testament of Joseph Lanier, deceased, is plaintiff, and the Pennsylvania Mining Company, et al., defendants, that the undersigned, Trustees under said Mortgage, have elected to declare the principal of the said Bonds to be immediately due and payable, by reason of the default in the payment of the interest thereof, from the proceeds of the property and franchises of said Company, mortgaged to secure the payment of said Bonds.
JOHN C. BRIDGMAN,
Detroit, Michigan, June 30, 1870.
Detroit Free Press, June 30, 1870.
GEO. P. LITTLE, Secretary.
OFFICE OF THE PHILADELPHIA AND BALTIMORE CENTRAL RAILROAD COMPANY,
PHILADELPHIA, June 25, 1870.
NOTICE TO STOCKHOLDERS.
A Special Meeting of the Stockholders of the Philadelphia and Baltimore Central Railroad Company, will be held at the office of the Company, No. 229 WALNUT street, for the purpose of ratifying the action of the Board of Directors of the lease to and contract with the Pennsylvania Railroad Company, on the 28th inst., at 12 M.
GEO. P. LITTLE, Secretary.
jy2-2t 15 16 & 18 4t

DIVIDEND NOTICES.

NOTICE TO STOCKHOLDERS OF THE GERMANTOWN PASSENGER RAILWAY COMPANY.
PHILADELPHIA, June 28, 1870.
A Dividend of One Dollar and Twenty-Five Cents per share will be paid to the Stockholders of this Company, on demand, at the office of the Company, No. 1 Dock street, on and after the 5th day of July, 1870. The Transfer Books will be closed on the 30th of June.
ALFRED SINGERLY, Secretary.

OFFICE OF THE UNION IMPROVEMENT COMPANY, 507 SANSOM STREET.
PHILADELPHIA, July 6, 1870.
The Board of Directors have this day declared a dividend of SIX PER CENT. payable on and after the 15th inst.
JOHN S. BOWNE, Treasurer.

THE BANK OF NORTH AMERICA.
PHILADELPHIA, July 2, 1870.
The Directors have this day declared a dividend of Ten Per Cent. for the last six months, clear of taxes, payable on demand.
JOHN T. SHAW, Cashier.

OFFICE OF THE SPRING GARDEN INSURANCE COMPANY, S.E. CORNER FOURTH AND WOOD STREETS.
PHILADELPHIA, July 4, 1870.
The Board of Directors have this day declared a dividend of Five Per Cent. on the Capital Stock of the Company, clear of National and State taxes, payable in cash on and after July 20, 1870.
JOHN J. FRY, Secretary.

PENNSYLVANIA RAILROAD COMPANY, TREASURER'S OFFICE.
NOTICE TO STOCKHOLDERS.
The Board of Directors have this day declared a semi-annual dividend of Five Per Cent. on the Capital Stock of this Company, clear of National and State taxes, payable in cash on and after July 20, 1870.
The Transfer Books will be closed on the 15th inst.
GEO. A. WIGHT, Treasurer.
Philadelphia, June 30, 1870. jy2-2t

NOTICE.—The Stockholders of the Woodbury and Swedesboro Railroad have elected the following officers for the ensuing year: J. S. Thompson, Samuel Black, Zebulon Lock, T. Jones Yorke, J. H. Vanneman, D. S. Gill, Edwin Stokes, Barclay Haines, Matthew Bell, J. S. Thompson is President, and L. B. Gill Secretary and Treasurer.

A BLESSING.—Gen. W. J. Sewell, Superintendent of the West Jersey and Cape May Railroads, has determined to run a water-train during the dry times this season, for the purpose of sprinkling the track to keep the dust down, and thus avoid as much as possible this annoyance to passengers.

BEAT HIS PARENTS.—Charles Menock was arrested on Sunday night and committed to the lock-up for a gross assault and battery on his parents. He was, this morning, committed to answer at court.

INTEMPERANCE.—Four persons were yesterday arrested for drunken and disorderly conduct in the streets. This morning they were ordered to pay the usual fine.

OPEN FOR BUSINESS.—The new telegraph office in Camden is now completed, and opened for business this morning.

THE COURTS.—To-morrow morning the July term of the Special Court of Quarter Sessions will commence in Camden.

Swinburne and Carlyle.

A private letter from London gives the following amusing account of the peculiarities of two literary celebrities, Swinburne and Carlyle:

"I called the other day on W. He told me two or three curious anecdotes of Swinburne. He said that Swinburne had a good deal of the canny Scotsman about him in money matters. Not long ago he invited some friends to dine with him at a restaurant, and at the end, when the bill had caused some alarm and lead to become 'contracted,' the bill was brought in by the waiter and Swinburne only paid his own share, leaving his guests to pay for themselves. At another time, having just received a check for quite a large amount, he invited a friend to dine again with him. On the way to the club, passing a bookstall, a work caught his eye which he much desired to possess; the price was only three shillings, and he did not wish to part with his check, so his friend was called upon to pay the three shillings, which he did. Then came the dinner, then the bill, which Swinburne scanned attentively, and found to be four shillings and sixpence a piece. He remarked to his friend: "You paid three shillings for me on the way; three shillings from four shillings and sixpence leaves just eighteen pence, which I owe you." So he paid the eighteen pence to his friend, who had to defray the entire dinner expenses. When he was dining one day with Dante Jones, he "tipped" one of the servants, giving him half a crown. But towards the end of dinner, when things became contracted again, he insisted on having his half crown back again, which he did. Carlyle is as close as he is in a line to see which one of them it was who had received it. But not being able to find the right servant, or beginning to make a row about it, Burns Jones himself at last gave him half a crown to keep him quiet. He has also a peculiarity of never paying a cabman more than a shilling, no matter what the legal fare is, so that when he notes a cab on a friend the friend has to send out and make up the deficiency to the 'cabby.' W. was very anxious that I should not misunderstand these as traits of meanness in Swinburne, and said that it was merely an eccentricity which all those who knew him could readily understand.

"Carlyle lives in a neighboring street to us—Cheyne Row. He wears out every morning about five o'clock, past our house, and I have seen him once or twice. He looks very miserably and rather stupid. He wears an old turd-broad-brimmed felt hat, and is revered by all the inhabitants of Chelsea. He has a peculiarity of never allowing a hand-organ to be played in his street, which is a sore trial to the organ-grinders."

Count Beust—Speculation without the "s."

The *Magdeborgische Zeitung* says: "Count Beust seems to have fallen under the influence of a strangely unfortunate star. Since his arrival in Austria he has not been able to escape from charges of being engaged in speculations utterly unsuited for a Chancellor. Three and a half years ago the Czech papers confidently asserted that the Emperor had been obliged to pay the debts he had left in Saxony. A year ago the *Vaterland* accused him of having a project for forming a company for very profitable part, during the passage of Dracke's great brick-yard into the hands of a company, and of having a share in the profitable speculations. Mr. Dracsche was kind enough to disperse all the statements respecting the matter, but that was all. The attention of his Excellency was in vain drawn to the fact that Gawalowski, in which all the witnesses were examined on oath, was the only means of effecting a thorough refutation. Now the Austrian *Ostenonoiel* gives expression to reports which have been widely circulated since the beginning of the year, that the Count has again Count Beust—has been engaged in speculations which are ruining the country, which is said to have interfered for him in the affair, to give the story a categorical denial. The *Ostenonoiel*, however, declares this does not settle the matter: the accusations must be—disproved or the Chancellor be recalled. Such charges, however, can not be disproved by newspaper contradictions, in the face of which the journal supposes the original assertion. They can only be met by a lawsuit, brought, not by the Chancellor for himself, but by Count Beust, as a private man, for defamation of character."

German Items.

A letter from Frankfort to the *Wiener-Zeitung* says that the projected connection between Credit Bank, in which many of the most respectable banking firms in that city are interested, received the necessary authorization from the Prussian Government shortly before the outbreak of the new law on joint-stock companies. "This," observes the writer, "furnishes, on one side, very satisfactory evidence of the advancing commercial prosperity of our city, while, on the other, it is a proof that nothing will be neglected by the Government to further its progress, even when these efforts are overlooked by a party who can open their lips only when they have a pretext for murmuring or reprehension."

The industrial exhibition now open at Cassel differs in the following points from those that have preceded it: It is not a universal but a special one, limited to certain classes of objects, which are chiefly, though not exclusively, of Hessian production; and it is not an official origin. The building is situated in one of the most beautiful parts in Europe. The number of exhibitors is 1,064, of whom 807 are Germans and 173 citizens of Cassel. The articles exhibited are divided into the following classes: I. Cloths and ready-made clothing; II. Sewing and knitting machines; III. Manufactured leather; IV. Glass and Chinaware; V. Philosophical and surgical instruments, and weapons; VI. Objects of art; VII. Elegant and ornamental articles; VIII. Hardware; IX. Musical Instruments; X. Domestic utensils; XI. House furniture; XII. Garden furniture; XIII. Building materials; XIV. Competition.

A Modern Apician.

In my last letter, says "a Asmodeus" in his lively correspondence, I told of the vagaries of Count Gregory Kouchaleef and his supper, where a dish of two thousand the finest tongues from the tongues of parquets' tongues were served up to eight guests. The Russian's extravagance has just been outdone. The British Lion could never brook superiority, even in mad folly, in the Northern Bear, and we are informed that a commission-house has just received and paid over to Messrs. Potel and Chabot the sum of 60,000 rupees for a breakfast sent out by them to Lahore. It had been ordered by Captain Sir Claude de Crespigny, the representative of a very noble old English family, who leads a joyous life in India, where life apparent is now serving. The principal items of the bill were 1,100 boxes of preserved meats, fruits and vegetables, 80 dozens of champagne, 800 bottles of Burgundy and 12 dozen flasks of Hennessy brandy. To give more zest to the breakfast, Crespigny asked all his friends and acquaintances, with the exception of his betrothed, to partake of it, and, to complete the further that gentleman, absented himself without permission from his station at Meerut, so that he is to be tried by court-martial.

EDUCATION.

ROBERT H. LABBERTON'S
YOUNG LADIES' ACADEMY,
334 SOUTH TWELFTH STREET, below Walnut.
Next term commences September 26th.

H. Y. LAUDERBACH'S
CLASSICAL, SCIENTIFIC AND COMMERCIAL ACADEMY,
ASSEMBLY BUILDINGS, No. 108 S. TENTH Street, 4 Primary, Elementary and Finishing Departments. Circulars at Mr. Warburton's, No. 430 Chestnut street.

CHEGARAY INSTITUTE, NOS. 1027 AND 1029 CHESTNUT street, Philadelphia, will open on TUESDAY, September 20th. French is the language of the house, and constantly spoken by the teachers. 10-th-t-m-6m BADAMILI REVEILLY, Principals.

WANTS.

WANTED—A YOUNG LAD ABOUT 17 years of age, for entry clerk in a wholesale hardware house. Only those having a good hand need apply. Address, in handwriting, stating age, references, to box 2561 Post-Office. jy2-2t

MORTGAGES.

WANTED FOR 5 TO 10 $40,000 years on mortgage of very valuable property in the most eligible business part of the city of Chicago. Borrower A1. Interest coupons at, sight perfectly secured by a Trust Deed. Abstract of Title. A thoroughly safe and desirable investment. Apply to JOHN C. DORAN, 434 Walnut street. jy7-6t

DENTISTRY.

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