A Church Scandal.

A SUPERINTENDENT COWHIDED BY A YOUNG LADY DURING PRAYER.

(From the Cincinnati Enquirer.)

During the service in the Park-street Methodist Episcopal Church, located on the corner of Park and Longworth streets, on Sunday morning last, an occurrence took place sufficiently startling in its character to produce the most intense excitement. In order that the reader may fully understand the cause of the extraordinary proceeding, we have determined to give briefly a narration of the conduct of Mark R. Barnitz to Miss Penelope E. Jacob for two years back, which resulted in his being cowhided and peppered by Miss Jacob in the church on Sunday morning.

The first insult which was offered her by Barnitz was in the latter's house, on the 17th of March, 1862, when he offered to kiss her, and made overtures to meet her at Mrs. Rice's, on Fifth street, and he would present her with one hundred dollars, and other presents. Miss Jacob was then sewing for Mrs. Barnitz. She forbade him to talk to her in that manner, and said to him, "if you do so any more I will expose you." He promised to do so no more. Soon after she left the employ of Mrs. B., Barnitz followed her to and from class and Sunday-school, and again made insulting overtures to her. Miss Jacob found him to be so very offensive that she applied to Mr. Webb, their class leader, and requested permission to go into another class, and finally told Webb she would not meet in class with such a man. From delicacy, she shrunk from telling Webb the reason she wanted to leave the class, but went and told his wife, an aged mother in the church. Instead of preferring charges against Barnitz, upon the information given by Miss Jacob, the devout class leader, Mr. Webb, drew up charges and specifications against Miss Jacob.

During the summer of 1862, Miss Jacob was one of the teachers in Mount Olivet Sunday School, located on Plum, between Front and Columbia streets. Mr. Barnitz was the superintendent of this school. After an insult given to Miss Jacob by Barnitz in the office of the latter, whither she had gone to collect a small balance due her for sewing, and the institution of the charges, Barnitz, at one session of the school, during the absence of Miss Jacob, requested the teachers to remain after the school was dismissed, as he had a matter to bring before them of importance. At this meeting, the secretary was instructed to communicate with Miss Jacob, in effect that at a meeting of teachers (five only out of thirteen being present), Mr. Superintendent Barnitz informed the meeting that Miss Jacob had attempted to ruin his character by circulating falsehoods. No defense being introduced by the accused, who was in the country, the meeting of five teachers decided that she was guilty, and that she should be expelled from the society as a teacher. Miss Jacob knew nothing of these proceedings until her return from the country.

Soon after the action of the Quarterly Conference Miss Jacob called on the Rev. Mr. Marlay for a letter, and received one neatly written, setting forth that "Sister Jacob was a full member in good standing," &c. Miss Jacob has not attended any church since October 6, 1862. When Mr. Marlay returned to her charges and specifications, it was immediately determined by Miss Jacob's attorney to enter suit against Mr. Barnitz in the civil courts, which was done in April. The damages are laid at $10,000.

The satisfaction and justice which Miss Jacob expected to receive in the court of law being so slow, she at once decided to take the law in her hands, and in as public a manner as Mr. Barnitz had traduced her name, she proposed to summarily deal with him. Accordingly, on Thursday Miss Jacob went to a saddlery establishment, on Main street, and purchased a cowhide, the proprietor suggesting to her "not to whip children with that cowhide." She replied, "No, sir; it is to be used on big ones." On her way home she purchased a quarter of a pound of cayenne pepper. Without imparting to any one her purpose, she got up on Sunday morning as usual, took her breakfast, and then dressed for church. She arrived at the chapel before the services were commenced, and took a seat immediately opposite to the one occupied by Mr. and Mrs. Barnitz. Mr. B., who is the leader of the singing in the church, observed Miss Jacob take a seat opposite to him and eye him closely. His eyes dropped, and he immediately appeared agitated. He did not sing, the task being assigned to brother Hidden. When the second hymn was announced, all the congregation were on their feet except Mr. Barnitz and Miss Jacob. They two only remained seated. The first one to kneel was Barnitz, covering his face with both hands. As soon as the Rev. Mr. Hitchcock had commenced his prayer, Miss Jacob deliberately pulled her gloves from her hands, and then untying the whip, which was under her cloak, drew it out, and walking over to where Barnitz was kneeling, dealt five or six heavy blows on his head, face, and hands, each stroke sounding distinctly in every part of the house. The minister ceased prayer, the congregation rose to their feet, and Barnitz, still on his knees, raised up, and, seizing the cowhide, wrenched it from her hand, and attempted to strike her, but was prevented by a Mr. Cunning, who grappled his arms. Miss Jacob then seized him by the hair of the head with her left hand, and with her right washed his face all over with Cayenne pepper, exclaiming, "Mark Barnitz, you are a black-hearted, cowardly villain, and this is for your lying." Then turning to Mrs. Barnitz, she said, "Old woman, I'm sorry I've got this much for you." She was a decent woman, and I'm not a bazard, and that is more than you can say."

At this instant another person laid a hand over her mouth, when she took another handful of pepper, and, throwing it over her shoulder at him, the crowd, which were wont to press upon her, soon beat a hasty retreat. A Mr. Rennick caught her round the waist and pulled her towards the door. Miss Jacob, seeing Mr. Rennick, recognized him as one of her persecutors, and, turning upon him, she washed his face with the pepper. The Rev. Mr. Marlay was seated in the pulpit during all this contretempts. Before quiet was restored and the services could go on, more than half the congregation had left the church.

A BOGUS ARMY OFFICER STRIPPED OF HIS UNIFORM.—Detective King made the arrest yesterday of a man styling himself "Colonel" William S. Pillas, "United States army," who for some time past, abandoning his wife. Among other matters it appears, on investigation, that the prisoner has for some time past been in the habit of obtaining money, all of which fell through, leaving the "colonel" better off each time, but making, at the same time, a batch of disappointed creditors. Pillas has worn an officer's uniform all the while, however, and had the same on when arrested yesterday. He was taken to General Stannard's headquarters, and the officers there stated that he had no right whatever to wear the uniform, and that it ought to be stripped from him. Chief Young, of the detective force, cut the buttons from our hero, and stripped the gold lace from his shoulders. He was then sent before Justice Quackenbush, who committed him for examination.—*N. Y. World.*

GEN. GRANT'S HEALTH.—An army officer direct from Chattanooga informed the editor of the Indianapolis *Journal* that the General is still suffering from his fall at New Orleans, has grown thin and stooping, and shows marks of so great a loss of health and strength as to create fears of his recovery being very tedious. The wound still pains him, and he walks with difficulty.

THE CITY.

The Thermometer.

DECEMBER 18, 1862.			DECEMBER 18, 1863.		
6 A. M.	12 M.	3 P. M.	6 A. M.	12 M.	3 P. M.
32°	42°	46½°	43°	45°	43°
WIND.			WIND.		
NW	SW	NW by S	SW by S	NNW	N by W

COAL OIL CONFLAGRATION ON SOUTH DELAWARE AVENUE—ACCIDENTS TO FIREMEN AND OTHERS.—About two o'clock yesterday afternoon a fire broke out in the large four-story storehouse of Messrs. Shober & Co., No. 712 Delaware avenue, below Almond street. The flame was first discovered on the second floor, near the front door, and not far from the stairway leading up through the building. There were stored in the first and second stories twelve hundred barrels of refined coal oil. The entire lot speedily ignited, and struggling to get vent, considerable gas was formed, and in a short time the iron-bound doors and window-shutters were blown outwards. Immense volumes of densely black smoke and deeply red flames burst forth like volcanic fire. The stairway, full of grease, afforded excellent facilities for the progress of the flames, and upward they shot, with frightful rapidity; so much so, that retreat from the upper stories was entirely cut off. At this time, there were two persons in the rigging loft of Mr. Richard Tizzard, in the fourth story. One of them, a son of Mr. T., safely lowered himself from a back window by means of a rope. His fellow-workman met with the same success by descending from a front window. They came very near being suffocated. The roof belonged to Mr. Forsyth, Shober & Co., of Pittsburg, Messrs. B. J. and J. L. Crew, of Philadelphia, Messrs. Maguire & Campbell, of Boston, and was stored away by the consignees, Messrs. Shober & Co. The oil was in well made barrels, and designed for shipment to Eastern States and Europe. The loss in this highly inflammable material is $30,000. Fully insured.

The third story was used for the storage of materials used by coopers. Hogshead shooks to the value of $6,000 were piled away in this story. They were entirely destroyed. This property belonged to Mr. John Mason, a merchant. Fully insured.

The fourth story was occupied by Mr. Richard Tizzard, a well-known rigger. He lost everything. The tiff rigging for three vessels, and all his working tools, were speedily destroyed. It was not possible for either of the men in the loft at the time the fire broke out to have an hope of escaping. The first they knew of the fire was the rushing up stairs of smoke black enough to have darkened the sun. It was as much as they could do to save their lives by lowering themselves in the manner stated above. Mr. Tizzard was not insured. His loss is at least $3,000.

The adjoining store, No. 712, is also used for storage purposes, and is also owned by Messrs. Shober & Co. In the lower story were five hundred barrels of coal oil. There was a thick brick wall between this and the store on fire, though both were under the same roof. This party-wall, and the well-directed efforts of the firemen, prevented the flames getting into No. 712. The barrels of oil were rolled out by firemen, police, and citizens, to a safe distance.

The second story of this building was so wet with 2,500 sacks of salt, the property of the Messrs. Cope Brothers. It was not removed, and was therefore more or less damaged by smoke and water.

On the third floor were 250 bales of wool, which was removed. It was somewhat damaged by water and mud. This wool belonged to parties in Western States, whose names we did not learn.

The fourth story was unoccupied. The roof of this building was destroyed. The total loss is estimated at $50,000, which, with the exception the loss of Mr. Tizzard, is fully insured in the Royal, Franklin, North America, State of Pennsylvania, American, Delaware, Mutual, and one or two others. The conflagration brought immense numbers of people to the scene.

The wind was blowing freshly from the northwest, and the black column of smoke extended across the river until it was lost in the far distance over the soil of New Jersey. It was still burning when we left the place, at ten o'clock last evening. Much of the oil had run into the cellar, and the probability is it will burn for some time before it becomes self-extinguished.

ACCIDENTS.

There were several accidents at the conflagration, one or two of them rather serious. In the early part of the conflagration, a fire company's ladder fell, and two small boys, who had no business there, were injured, one of them having a wrist broken.

A member of the Good Will Engine Company fell from a shed and injured himself seriously. A member of the Schuylkill Hose Company was knocked from the same shed by a stream of water, but he escaped without serious injury.

Chief Lyle, of the Fire Department, sent for the ambulance of the Southwark Engine Company, to take the member of the Good Will home, in the northwestern part of the city. The horses ran away, but were stopped before they had gone far. During their short flight, however, a young man named George Sawyer, said to be a member of the Good Intent Hose Company, was knocked down, one of the horses treading upon his forehead, thereby inflicting a frightful laceration, which it was thought would prove mortal. The unfortunate young man was conveyed to his residence, in the vicinity of Lombard and Fourth streets.

THE MERCANTILE LIBRARY.—This admirable institution has lately undergone extensive improvements, and is reaching a condition of prosperity that is highly gratifying to every Philadelphian. The edifice has been entirely renovated, and the number of volumes increased to such an extent that no student, *litterateur*, or man of science can refer to the catalogue without finding what he might most desire. The patronage extended to the libraries of this city has not been as creditable as it ought to be to the merchants or moneyed men. What better investment could suggest itself than a legacy to a public library? The good which it effects are lasting and widespread, and it is often a subject of surprise that libraries are forgotten in the bequests of the rich.

The Mercantile Library is sustained entirely by the industry of its directors and the subscriptions of the members. Since its foundation it has received but $1,100 in the form of a bequest, while the New York Astor and other libraries are sustained solely by bequests. The Boston Library, which contains 125,000 volumes, was founded by a bequest of $50,000. With such favoritism extended to our popular institution, the Mercantile Library, it would have no rival for usefulness or solidity in the country. As it is, however, this Library is still second in the city as to the present number of its volumes, and is importing largely through a special agent in Europe, who usually sends monthly consignments, so that before many years the Mercantile will rank second to none in the Union.

The selections in this country are made by a committee of the Board, which meets once a week for the purpose, and purchases are made from all the principal publishers. When books are popular, 20, 30, and 40 copies are taken at one time. Under this system the library is fast gaining, not only in the number, but in the quality of its volumes. Scholars formerly passed it by, but now find upon its well-filled shelves the best selection of modern literature to be found in this city, while those fond of light reading will find an amount of works of fiction sufficient to satisfy all tastes.

A peculiar advantage which the Mercantile affords is in the number of periodicals and newspapers. In the newspaper room in the third story are found papers from every section of the country with which we have mail facilities, as well as from England, the Sandwich Islands, and various portions of Europe, and, indeed, of the civilized world. The bound newspaper department is fast becoming a great feature; twenty or thirty newspapers are now regularly bound, representing America and Europe, and the library, we think, will soon have, if it has not already, the largest collection in the country. The chess-room is very popular, and the large number of tables are generally in use. A suggestion has been made that a better Christmas present than a share of this stock could not be given, and in view of its present and increasing advantages the suggestion, we think, should be generally acted upon.

ARMY CONTRACTS AWARDED.—The following contracts have been awarded at the assistant quartermaster's office:

Leslie & Co., 100 saddlers' pryers, 33 cents each.
L. Cheverier, 200 halter chains, 50 cents each.
Henry Deamer, 25 cart saddles, $4.43 each.
J. W. & G. A. Kohler, 50 gross tufting buttons, 13 cents per gross.
Huleman, Berry & Baugh, 20,000 pounds harness leather, 48 and 49 cents per pound; 1,000 sides bridle leather, 65 cents per pound.
James Nanity & Son, 1,000 sides bridle leather, 62 cents per pound.
M. Magee & Co., 12,000 pounds oil-tanned leather, 35 cents per pound.
Mervely & Lee, 500 sheepskins, $1 each.
W. S. McComb, 10,000 pounds harness leather, 49 cents per pound; 1,000 pounds harness leather, 49½ cents per pound.
W. P. Wilstach & Co., 50 gross halter bolts, 55 cents per dozen.
McNeely & Lee, 500 sheepskins, $1 each.
W. S. McComb, 10,000 pounds harness leather, 49 cents per pound; 1,000 pounds harness leather, 49½ cents per pound.
W. P. Wilstach & Co., 50 gross halter bolts, 55 cents per dozen.
Thomas Potter, 1,500 yards enameled cloth, $1.47 per yard.
Joseph Becher, 2,500 mule collars, $1.38 to $1.68 each.
W. T. Hansell & Sons, 500 saddle trees, 3¼ cents each; 5,000 pounds harness leather, 49 cents per pound.
Field & Hardie, 25 portable forges, $34.75 each; 25 portable forges, $44 20 each.

CHRISTMAS DINNER.—Persons who have the means to spare may send turkeys, chickens, &c., to the Barracks, at Fifth and Buttonwood, for a Christmas dinner. The necessary cooking can be done at the barracks. The soldiers here, we believe, have seen service in the field, and ought to have a good dinner.

The usual dinner on the return of merry Christmas will be given in the occupants of the Bedford Street Refreshment House. The necessaries to make a first-class dinner are respectfully solicited by the missionary.

LADIES' FAIR.—A fair is now being held at the St. Joseph's Orphans' Asylum for the benefit of the orphans of the Institution, a number of whom are the orphans of fathers killed in the present war. The objects of the fair appeal in the strongest manner to the benevolent, and we know of none who better deserve that to donate such articles as will advance its purposes. The institution is located at Seventh and Spruce streets.

GENERAL WASHINGTON'S CHAIRS.—A gentleman in this city, in possession of six solid walnut chairs, which once belonged to Gen. Washington, at Newport, received at the head of "Boston Advertisements," now offers them for sale. The gentleman offering them is well known, and the fact of the chairs having been the property of Washington is indubitable.

FOUND DEAD.—A man named William Siouss, aged fifty years, was found dead in his room, Third street, above Union, yesterday morning. The deceased was an engraver by trade, and worked at Seventh and Chestnut streets. His death is attributed to disease of the heart. He is supposed to have relatives in Washington, D. C.

CHANGE OF SURGEONS.—Surgeon Edward Shippen, U. S. A., recently in charge of the army hospital at Twenty-fourth and South streets, has been ordered to report for duty at Louisville, Ky. He has been succeeded by Surgeon C. N. Chamberlain, U. S. A., lately in charge of Camp Letterman, Gettysburg, Pa.

ANNIVERSARY.—The twenty-eighth anniversary of the Home Missionary Society will be celebrated in the "Old Pine-street" Church to-morrow evening. Several addresses will be delivered.

LEGAL INTELLIGENCE.

Supreme Court at Mist Prius—Justice Strong.

Wm. Rennie, a minor, by his next friend Henry Rennie, vs. Jno. W. Thompson. This was an action to recover damages for injuries sustained by the alleged negligence of the defendant. It appears from the evidence that, on the 6th of July last, the defendant was driving in his own doorway engaged in extracting the charge from a musket. The plaintiff, who was standing in the entry, on the news of the battle of Gettysburg was handed to him, and while reaching for it his pistol exploded and he was shot. He was standing close by, and the shot, through the cheek, the ball lodging in the back of the head, from which it has never been extracted. He sues this suit for damages. The defence set up was that the shooting was purely accidental, and could not be guarded against. The Judge charged the jury at about two o'clock and they retired, but had not agreed upon a verdict at the adjournment of the court.

The case of Powers vs. the Second and Third-street Passenger Railway Company, was also called, but a full jury could not be obtained, and it went over until Monday morning.

District Court in Banc—Judges Sharswood, Stroud, and Hare.

IMPORTANT CASES—THE LEGAL TENDER ACT AND THE REVENUE ACT.

Mervine vs. Sailor et al. This was an action brought to recover the sum of $285 in lawful silver money of the United States of America, each dollar weighing seventeen pennyweights and six grains at least, being the half yearly portion of a ground rent of $570 reserved in a certain deed executed between the parties in 1839. The half-yearly rent fell due on the first of April, 1863, and the plaintiff demanded the lawful silver money in the amount thereof in United States Treasury notes, which the plaintiff refused to accept, demanding silver dollars according to the covenant. The suit was afterwards instituted, and a declaration being filed by the plaintiff, the defendant tendered a tender of the rent in lawful money of the United States.

The plaintiff replied that the defendants did not tender in lawful money, but in promissory notes or paper money of the United States, issued under the acts of Congress of February 25th, and July 11th, 1862, to the nominal amount on their face of $285, but not being of equal exchangeable value with the silver dollars, but of much less exchangeable value, to wit: of 40 per cent. less exchangeable value. To this the defendant filed a special demurrer, alleging that the said notes, so issued under the said acts of Congress, and so tendered by the said defendants, were in fact and in law a full, legal and sufficient tender of said debt. On this demurrer the case came before the court for decision. Geo. M. Wharton, Esq., appeared for the plaintiff, and Geo. W. Biddle, Esq., for defendants.

Boris vs. Trott. This was an action of scire facias sur mortgage. The mortgage was for $12,000; and the condition of the bond which it was given to secure was for the payment of "the just sum of $12,000, lawful silver money of the United States of America, &c. On the 20th of November a writ was issued for the amount in the notes of the United States, which by the act of Congress of 25th of February, 1862, were made a legal tender for all debts and tendered, also the interest due and the cost of entry of satisfaction. The plaintiff refused to receive it. The parties then agreed on a case stated, the questions being:

1. Whether the plaintiffs had a right, since the act of Congress of February 25, 1862, to require payment by the defendant in lawful silver money or were they bound to accept the said notes of the United States, which, by act of Congress, were made a legal tender for all debts generally.

2. If the court should be of the opinion that the plaintiffs were bound to accept said notes, then whether the tender thereof tendered was sufficient?—whether the defendants should not have added a sufficient amount of such notes as to make the tender equivalent to lawful silver money?

If the court should be of opinion that the tender was sufficient, then judgment to be entered for the defendant; if otherwise, judgment to be entered for the plaintiffs. W. Fred. Lewis, Esq., appeared for plaintiff, and Benjamin H. Brewster, Esq., for defendant. The argument will be continued on Monday next.

Mr. Brewster.

Dolores Maria McGready, executrix, &c., vs. George Callaghan, jr., and Robert Callaghan. This was an amicable action of assumpsit, and the parties agreed upon a case stated for the opinion of the court, substantially the following statement of facts: That on the 21st of February, 1863, the defendants made their promissory note, the plaintiff certain real estate in the borough of Norristown, into the estate of Thos. McGready, deceased, and in pursuance thereof the plaintiff received the property, made sale and bid on by the defendants at $95,600. The defendants refused a deed to be prepared by their counsel without putting on the United States stamps, and offered it for execution, when the plaintiffs demanded that the defendants should pay over the stamps. This the defendants refused to do, but contended that, under the agreement, the plaintiffs were bound by law to furnish the stamps at their own expense. The plaintiffs then, under protest, paid $180 for the stamps, and put them on the deed and cancelled them. It is further admitted that, since the United States have required stamps to be placed on deeds has been in operation, the conveyancers of this city have required purchasers of real estate to pay for the stamps, if, under the contract and the state of facts, the Court is of opinion that the defendants were bound to pay for the stamps, then judgment to be entered in favor of the plaintiffs for $180, otherwise judgments to be entered for defendants. Constant Guillou and J. E. Chapron, Esqs., for plaintiffs, and A. V. Parsons for defendants.

THE POLICE.

Gamaliel Vancott.

We published a short time since an account of a swindling operation practised on a colored contraband, by which he was defrauded out of the sum of $63. We briefly stated that the whole transaction was similar to the method as adopted by Gamaliel Vancott, one of the most celebrated swindlers that ever came under the notice of the police force. A number of persons have sent communications to the *Press* office, desiring to obtain a knowledge of the manner in which Vancott conducted his business. The publication of the process will put the community on guard. The rebellion will be the base of operations; refugees, contrabands, and others from the South, who now swarm in the North, may come in for a share of duplicity of some smart swindler. A full publication of the modus operandi adopted by Vancott, as nearly as can be recorded by Mr. Bulkley, the presiding officer at the Central Station, Vancott is known in the police annals as a confidence man of the high order, has made his first appearance in Philadelphia in April, 1863, and succeeded in defrauding a number of citizens. In order to better understand his mode of procedure, we copy one of his original letters. It reads as follows:

LIVERPOOL, January —, 1855

MR. J. D., DEAR SIR: With deep regret I write these lines to inform you of the death of your esteemed cousin, J. D., son of P. D., who was born in the year 1830, in county Tyrone, Ireland, about nine miles from Derry. He arrived in New York about 1850, and came on to see at your home in Eighth street, near Spruce, in 1857, and he told you his name was D. He told me he saw your wife, and she told him you had two boys, but his memory was right. He promised to call again, but his business was so that he could not. He stated that your father's name was P., and your mother's name Mrs. Margaret. He likewise told me that he was about five years old when you came to America. I have requested the bearer, my father-in-law, to inquire particularly and find you out, if still living. He left Derry in Liverpool on the 17th day of October, 1854, and went to Manchester, and purchased some goods to bring to America. I have requested Mr. W. B., my father-in-law, of Richmond county, Georgia, near to Augusta, to be well satisfied before he lets you in possession of the property left you by the will of your cousin. He died on the 16th November, 1854, aged thirty-one years. Sir, I wish to state he was sick in his bed twenty-two days. He died of consumption, in the Catholic faith. The goods he has left you by his will is as follows, viz.:

Broad cloth, first quality	5,652 yards.
Moreen shawls, large size	1,241.
Moreen shawls, small size	893.
Thread lace veils, of the first quality	1,438.
Silk velvet patterns	71.

And one chest of wearing apparel.

You will have to pay the duties and for the transportation of the above. On receiving these lines you will please give my father-in-law a receipt in my name, and write to me immediately, and I will send you a copy of said will. Direct to No. 58 South Hampton street, Liverpool. I wish you to treat the bearer with respect.

Yours truly, P. M'C., Executor.

The father-in-law alluded to in this letter was no other personage than Gamaliel himself.—The party addressed "was not forgetful to entertain the stranger." Vancott put on the "piously inclined," for he said grace at table, and adopted family worship while under his victim's roof, who suffered in the sum of $63.—*Two pay duties with.* In the letter reference is made to the payment of the duties upon the goods; this was done, contrary to the usual mode of procedure. In most instances he spoke of their being smuggled. We have known both in Philadelphia and New York, the whole army of "tide waiters," "water bailiffs," "day and night inspectors," and "Deputy United States Marshals," to almost empty the livery stables of fleet horses, so eager were they in the scent of Gamaliel's myth—hunting the locality where the goods were stored, according to programme, &c. Every point in the letter copied, relating to family matters, was truthful. How, in all the letters and ramifications of details of family history, Vancott was enabled always to maintain a truthful story, is a mystery. Some parties lived and died in India, some in China, France, Germany, &c., in all of which the points of history, relationship, little circumstances attendant upon visits to this country, sickness and death, &c., in truthfulness was a marvel, and tended greatly to Vancott's success. At present he occupies apartments in the county prison—the result of his latest feat as a "confidence man."

The Diamond Cross.

It seems that the diamond cross, worth $1,200, that fell through a skylight, having been accidentally dropped by Mr. Isaacs, was picked up in the ground story of the building, and not in Mr. Peulsian's place, in the first story. It was restored to the owner.

PHILADELPHIA BOARD OF TRADE

THOMAS KIMBER, Jr.,
ISRAEL MORRIS,
JOSEPH C. GRUBB,
} COMMITTEE OF THE MONTH.

LETTER BAGS

AT THE MERCHANTS' EXCHANGE, PHILADELPHIA.

This Day (Saturday) Closing Promptly at 3 P. M.

Ship Consuelo, Collins, ... Liverpool, Jan 25
Ship Philadelphia (Br), Poole ..... Liverpool, soon
Ship The Grange, Baker ..... Rio Janeiro, soon
Bark Tesoro, Cortinas ..... Rio Janeiro, Dec 12
Bark Mario Louisa (Swd), Almelda ..... Havana, soon
Brig Lilla, Day ..... Matanzas, soon
Schr F Coffin, Conners ..... Barbadoes, soon

MARINE INTELLIGENCE.

PORT OF PHILADELPHIA, Dec. 19, 1863.

SUN RISES ..... 7 24 | SUN SETS 4 36
HIGH WATER 5 35

ARRIVED.

Steamship Norman, Baker, 30 hours from Boston, with mdse and passengers to Henry Winsor & Co. Passed in the bay and river, 8 barks, 17 brigs, and a large fleet of schooners, all upward bound.

Bark John Trucks, Taylor, 22 days from New Orleans, with sugar and molasses to E Simons.

Bark Ann Elizabeth, Norgrave, 15 days from Turks Island, with salt to Wm Cummings & Son.

Bark Union, Heard, from Pernambuco 17th ult, with sugar to Lewis & Dimon.

Brig Essex, Bain, 19 days from Cardenas, with molasses to E C Knight & Co.

Brig Sarah Crowell, Crowell, 19 days from Turks Island, with salt to Wm Bumm & Son.

Brig H Davis (Br), Campbell, 11 days from Prince Edwards Island, with oats to C G Van Horn.

Brig Redwood, Boyle, 13 days from Havana, with molasses to Geo Bohlsouth.

Brig Gilo (Br), Grant, 50 days from Marseilles, with wool to J E Bazley & Co.

Brig Albert (Br), Barnaby, 20 days from Demerara, with sugar and molasses to Thos Watson & Sons.

Schr George J Weaver, Tunnell, 2 days from Indian River, Del, with corn to Jas L Bewley & Co.

Schr Chas Townsend, 1 day from Indian River, Del, with corn to Jas L Bewley & Co.

Schr Freemason, Furman, 1 day from Indian River, Del, with corn to Jas L Bewley & Co.

Schr Olive, Fox, 1 day from Odessa, Del, with grain to Christian & Co.

Schr J Burley, Shaw, from Newborn.

Schr Mary Ann Megee, Megee, from Newborn.

Schr Geo R Conover, Jones, from Bridgeton.

Steamer C Comstock, Drake, 24 hours from New York, with mdse to Wm M Baird & Co.

Steamer Tacony, Pierce, 24 hours from New York, with mdse to W M Baird & Co.

Steamer Anthracite, Jones, 24 hours from New York, with mdse to W M Baird & Co.

Steamer Roanoke, McDermott, 24 hours from N York, with mdse to W P Clyde.

CLEARED

Brig Thos Walter, Westerdyke, Martinique, Jauretche & Lawton.

Schr Village Gem, Haylin, Boston, J E Bazley & Co.

Schr Mary A Magee, Megee, Newborn, Tyler & Co.

Schr J Burley, Shaw, Newborn, do

Schr Geo R Conover, Jones, Alexandria, do

Schr Sherman, Dimey, New Castle, do

Schr Austin, Parsons, New Orleans, do

Schr Jas Hoffman, Abbott, Alexandria, do

Schr E D Sheppard, Corson, Boston, do

Schr J M Vance, Seoy, Alexandria, do

Schr Sidney Price, Godfrey, Pensacola, D S Stetson & Co.

Schr D Smith, Williams, Hampton Roads, Com H A Sears.

Schr Ann Carlot, Perkins, Boston, Blakiston, Graff & Co.

Str J S Shriver, Dennis, Baltimore, A Groves, jr.

Str New York, Foltz, New York, W P Clyde.

(Correspondence of the Philadelphia Exchange.)

LEWES, Dec. 18—Off the Breakwater—Wind N. W.

In addition to the vessels at the Breakwater reported in my last are the following: Ship Peter Mayhew; barks Mohican, for New York; brigs Rachel, for Boston, from Havana for Philadelphia, and Rona, from Jamaica, with logwood, for Philadelphia, and fustic for do.

Yours, &c., AARON MARSHALL.

MEMORANDA.

Ship Kate Prince, Libby, hence, was discharging at Antwerp 12th inst.

Steamship Atlantic, Maury, from New York, at Aspinwall 5th inst.

Brig Ariel, Harding, at Boston 17th inst from New Orleans.

Brig Elmira, Norton, from St John, N B, for this port, sailed from Salem 16th inst.

Schr Crisis, Kenear, hence at Newport 15th inst.

Schr Judah Halsey, Halsey, sailed from for Bedford 16th inst for this port.

Schr R Dyer, Rich, hence for Boston, at Holmes' Hole 16th inst.

Schr Cyrus Forsett, Thorndike, from Calais for this port, at Newport 16th inst.

Schr Frank Herbert, Rich, cleared at Boston 17th inst for this port.

MARINE MISCELLANY.

The crew of the ship W S Lindsay, ashore on the West Bank, have left her, and report that the water is over her upper deck at high tide.

MILITARY NOTICES.

GENERAL RECRUITING OFFICE, No. 611 CHESTNUT STREET.

RECRUITS WANTED FOR ALL THE GALLANT OLD ARTILLERY, CAVALRY, and INFANTRY REGIMENTS

Now in Service. Raised in this State.

A few GOOD MEN WANTED for the HEAVY ARTILLERY (Fortification), 119th Regiment P. V., A. A. GIBSON, Colonel Commanding.

The distinguished and faithful Old Regiment have been assigned to posts of honor, and at present are occupying the most important fortifications in the defences of Washington City.

The following bounties are given:

To Volunteers $252
To all other $325

$325 are now being paid to those joining the General Rendezvous.

In addition to the above, all authorized Ward and District bounties are given at this office.

Now is the time! Enlist in the old good Regiment; secure the large bounty; serve under officers of experience, and avoid the impending draft.

CHAS. N. CADWALADER,
Captain and General Recruiting Officer.

TO MEN OF COLOR!—YOU ARE NOW OFFERED

$300 BOUNTY,

by the City of Philadelphia, to enlist in the army of the United States for three years or the war.

Comrades! as above authorized by the Secretary of War, Adjutant Gen. Thomas, Rations, Advance Pay, and Bounty to COLORED TROOPS to be placed to your credit, the same from a white man, you have no sound objection to entering into the service of your country.

Then, I say, enlist with alacrity. Come forward and enlist. Join the armies of the Republic, and fight for the Union and for your rights.

EMANCIPATION OF YOUR OWN RACE.

The attention of all is fixed on you, men of color. You are called on to do your share towards the great work of emancipation. The case of Powers vs. the Second and Third-street Passenger Railway Company, was also called, but a full jury could not be obtained, and it went over until Monday morning.

District Court in Banc—Judges Sharswood, Stroud, and Hare.

IMPORTANT CASES—THE LEGAL TENDER ACT AND THE REVENUE ACT.

Mervine vs. Sailor et al. This was an action brought to recover the sum of $285 in lawful silver money of the United States of America, each dollar weighing seventeen pennyweights and six grains at least, being the half yearly portion of a ground rent of $570 reserved in a certain deed executed between the parties in 1839. The half-yearly rent fell due on the first of April, 1863, and the plaintiff demanded the lawful silver money in the amount thereof in United States Treasury notes, which the plaintiff refused to accept, demanding silver dollars according to the covenant. The suit was afterwards instituted, and a declaration being filed by the plaintiff, the defendant tendered a tender of the rent in lawful money of the United States.

The plaintiff replied that the defendants did not tender in lawful money, but in promissory notes or paper money of the United States, issued under the acts of Congress of February 25th, and July 11th, 1862, to the nominal amount on their face of $285, but not being of equal exchangeable value with the silver dollars, but of much less exchangeable value, to wit: of 40 per cent. less exchangeable value. To this the defendant filed a special demurrer, alleging that the said notes, so issued under the said acts of Congress, and so tendered by the said defendants, were in fact and in law a full, legal and sufficient tender of said debt. On this demurrer the case came before the court for decision. Geo. M. Wharton, Esq., appeared for the plaintiff, and Geo. W. Biddle, Esq., for defendants.

Boris vs. Trott. This was an action of scire facias sur mortgage. The mortgage was for $12,000; and the condition of the bond which it was given to secure was for the payment of "the just sum of $12,000, lawful silver money of the United States of America, &c. On the 20th of November a writ was issued for the amount in the notes of the United States, which by the act of Congress of 25th of February, 1862, were made a legal tender for all debts, and tendered, also the interest due and the cost of entry of satisfaction. The plaintiff refused to receive it. The parties then agreed on a case stated, the questions being:

1. Whether the plaintiffs had a right, since the act of Congress of February 25, 1862, to require payment by the defendant in lawful silver money or were they bound to accept the said notes of the United States, which, by act of Congress, were made a legal tender for all debts generally.

2. If the court should be of the opinion that the plaintiffs were bound to accept said notes, then whether the tender thereof tendered was sufficient?—whether the defendants should not have added a sufficient amount of such notes as to make the tender equivalent to lawful silver money?

If the court should be of opinion that the tender was sufficient, then judgment to be entered for the defendant; if otherwise, judgment to be entered for the plaintiffs. W. Fred. Lewis, Esq., appeared for plaintiff, and Benjamin H. Brewster, Esq., for defendant. The argument will be continued on Monday next.

Mr. Brewster.

Dolores Maria McGready, executrix, &c., vs. George Callaghan, jr., and Robert Callaghan. This was an amicable action of assumpsit, and the parties agreed upon a case stated for the opinion of the court, substantially the following statement of facts: That on the 21st of February, 1863, the defendants made their promissory note, the plaintiff certain real estate in the borough of Norristown, into the estate of Thos. McGready, deceased, and in pursuance thereof the plaintiff received the property, made sale and bid on by the defendants at $95,600. The defendants refused a deed to be prepared by their counsel without putting on the United States stamps, and offered it for execution, when the plaintiffs demanded that the defendants should pay over the stamps. This the defendants refused to do, but contended that, under the agreement, the plaintiffs were bound by law to furnish the stamps at their own expense. The plaintiffs then, under protest, paid $180 for the stamps, and put them on the deed and cancelled them. It is further admitted that, since the United States have required stamps to be placed on deeds has been in operation, the conveyancers of this city have required purchasers of real estate to pay for the stamps. If, under the contract and the state of facts, the Court is of opinion that the defendants were bound to pay for the stamps, then judgment to be entered in favor of the plaintiffs for $180, otherwise judgments to be entered for defendants. Constant Guillou and J. E. Chapron, Esqs., for plaintiffs, and A. V. Parsons for defendants.

THE POLICE.

SAFES.

LILLIE'S SAFES—IN LINE OF BATTLE READY FOR ATTACK IN FRONT, FLANK, OR REAR!

ARTICLE SECOND.

In my first article (see *Dispatch, Press,* and *Inquirer*, of this week) I addressed myself to the authors of the very unusual and unceremoniously attack (to apply no harsher epithets) published in a number of papers of last week and headed "Lillie's Safes Blown Open," &c. Why this attack was made in an anonymous form, without signature, when its paternity is so palpable, I will leave the public to judge. In this article I propose to take up somewhat in detail the charges and allegations made in this attack. The first charge is "that those New York humbugs, who advertise Lillie's Safes, say that they are the only safes that stand fire." This is untrue. There are many sheet-iron safes of different makes that, under favorable circumstances, save the written matter, and frequently the whole contents, while the heat is not too severe. But my claim is (and so advertise) that the chilled iron safe is the only strictly Fire and Burglar-Proof Safe combined, as usually sold for Mercantile Safes.

When I say my Chilled Iron Safe is burglar proof, I do not say they cannot be got into in any manner; but, on the contrary, I say they can be sledged, and broken. I also say they are generally and usually drill-proof, and impervious to any cutting instruments, as has been proved in any number of cases. I say, further, that any safe not drill-proof is not, nor can it be, burglar-proof, as it is present for the burglar to use the drill or chisel, but not the sledge.

The next declaration is that there is not one of Lillie's Bank or Mercantile Safes that cannot be drilled and blown open in the same manner as the one at Wilkesbarre. This is a broad declaration, which, to be of any of fact to sustain it; and that its truth, or falsity may be at once understood and appreciated, I now request any of my opponents to offer to deliver the Chilled Iron Safe, as presented upon as to the relative merits of Lillie's Safe, upon the ground that it is the same as the one at Wilkesbarre, and merchants of Wilkesbarre generally, after making a thorough test with drills, &c. The fact, also, that the robbery of the Wilkesbarre Bank was caused by the safe in the safe in open pigeon-holes—is greatly in favor of Lillie's Safes, showing the importance of a chilled iron, I would seem that the lock was held to the door with such firmness that, after the door was dril