

tory of admiralty jurisdiction which excludes from its cognizance contracts to be performed within the country or state in which it is exercised. On the contrary, such contracts, if maritime in their character, were constantly held before the organization of the Union to be proper subjects of that jurisdiction.

Within a comparatively recent period, however, doubts have been expressed whether such contracts can be enforced by national courts setting in admiralty. Such doubts were expressed in 1848 by Justice Nelson, speaking for a majority of the Justices of the Supreme Court of the United States in the case of *The New Jersey Steam Navigation Company vs. The Merchant's Bank*, 6 How, 392. They were founded on the assumption that "the exclusive jurisdiction in admiralty cases was conferred on the National Government as closely connected with the grant of commercial power," and were cautiously stated as follows: "It is a maritime court, instituted for the purpose of administering the law of the seas. There seems to be ground, therefore, for restraining its jurisdiction, in some measure, within the limit of the commercial power, which would confine it, in cases of contracts, to those concerning the navigation and trade of the country upon the high seas and tide-waters with foreign countries, and among the several states. Contracts growing out of the purely internal commerce of the state, as well as commerce beyond tide-waters, are generally domestic in their origin and operation, and would scarcely have been intended to be drawn within the cognizance of the Federal courts."

The principle thus intimated rather than asserted was applied ten years later in the case of *Allen vs. Newberry*, 21 How. 244, to a contract of affreightment to be performed on Lake Michigan, between two ports in Wisconsin; but the decision against the jurisdiction over the contract was placed quite as much upon the Act of Congress of February 26, 1845, which restricts admiralty jurisdiction on the lakes and interior navigable waters to contracts relating to vessels employed between ports in the different states, as upon the more general restriction derived from the limitation of the commercial power.

It cannot escape observation that this denial of jurisdiction to the national courts of affreightment contracts to be performed between the ports of the same state, but on navigable waters where, in cases of tort, the admiralty jurisdiction is undoubted, rests wholly upon the assumption that the restriction upon the commercial operates as a constitutional limitation of the jurisdiction in admiralty over contracts.

Now, without more than a mere reference to the difficulty of assigning a reason for such a limitation of that jurisdiction in matters of contract which would not require the like limitation in tort no such limitation exists, it is proper to observe that it has been more than once distinctly denied by the Supreme Court that any reference whatever in respect to the jurisdiction in admiralty can be drawn from the constitutional provision concerning commerce. Thus in the case of *The Genesee chief*, 12 How. 452, the late chief justice, speaking for the court, and speaking with special reference to admiralty jurisdiction said: "Nor can the jurisdiction of the courts of the United States be made to depend on regulations of com-

merce. They are entirely distinct things, having no necessary connection with one another, and are conferred in the constitution by separate and distinct grants."

So too, in the case of *The Propellor Commerce*, 1 Black 578, in 1851, the supreme court, noticing an objection to its jurisdiction on the ground that it did not appear that the propeller was engaged in foreign commerce, or in commerce between the states, and speaking through Justice Clifford, said: "Admiralty jurisdiction was conferred upon the Government of the United States by the constitution, and in cases of tort is wholly unaffected by the considerations suggested in the proposition."

This is the latest judgment of the Supreme Court, and unless it can be shown that jurisdiction in matters of contract is not as "wholly unaffected by the considerations" referred to, as jurisdiction in matters of tort, it seems to be my duty being fully satisfied that this court has jurisdiction under the constitution and the law over the contract of the respondents, to award to the libellants that justice to which the proofs clearly entitle them, without turning them out of this and requiring them to resort to another court. I do think this can be shown, and therefore.

Affirm the decree of the District Court.

The National Debt.

The following is a comparative statement of the Public Debt of the United States:

	Nov. 1, 1866.	Dec. 1, 1866.
Debt bearing int. in coin.	\$1,333,558,841 80	\$1,371,068,591 80
Debt bearing interest in currency..	882,408,440 00	857,622,890 00
Matured debt not presented	36,988,909 21	22,605,794 71
Debt bearing no interest.	428,680,775 33	433,698,598 93
Total...	\$2,681,636,966 34	\$2,684,995,875 44
Coin in Treasury:.....	\$99,413,018 55	\$95,168,816 15
Currency....	30,913,942 07	40,195,821 07
	\$130,326,960 62	\$135,364,637 22

Debt less cash in the Treasury.....\$2,551,310,005 72 \$2,549,631,238 22

The total debt shows an increase since the 1st of November of \$3,358,909 10. The balance in the Treasury shows an increase, as compared with November 1st, of \$5,037,676 60. Deducting the amount on hand from the aggregate debt, both on the 1st of November and the 1st of December, the decrease of debt would be \$1,678,767 50. The total debt on the 31st of August, 1865, stood at \$2,845,907,626 56. The balance in the Treasury at that date amounted to \$88,218,055 13. Deducting the cash in the Treasury from the aggregate debt both on the 31st of August, 1865, and 1st of December, 1866, and the actual decrease in the Public Debt since that period has been \$208,058,333 21.

The Oregon Legislature has passed a bill extending aid to the Oregon Central Railroad, which is to be built from Portland to the northern line of California, connecting with the California and Oregon Railroad. By this bill the State agrees to pay 7 per cent. interest on \$1,000,000 of the company's bonds for 20 years.

Illinois Central Railroad.

The statement of this Company for the month ending November 30, 1866, is as follows:

LAND DEPARTMENT.

Acres Construction Lands Sold	17,979.23	for \$177,488 54
Acres Int. Fund Lands sold.....	321.92	for 3,805 86
Acres Free Lands sold..	6,111.43	for 62,750 46
Total sales during month of Nov., 1866.....	24,412.58	for \$244,044 86
To which add Town Lot Sales		325 00
Total of all.....		\$244,369 86

Acres sold since Jan. 1, 1866.....133,166.05 for \$1,415,597 03
Cash collected in November..... 243,214 72
Cash collected since Jan. 1, 1866... 1,780,300 05

TRAFFIC DEPARTMENT.

Receipts from Freight	\$373,545 00
do. Passengers.....	136,581 28
do. Mails.....	6,358 33
do. Rent of Road.....	4,000 00
do. Other Sources.....	50,000 00

Total Receipts in Nov., 1866.\$570,484 61
Total Receipts in Nov., 1865.\$624,968 30

Total receipts since Jan. 1, 1866....\$6,030,488 90

South Side (L. I.) Railroad.

This road is 35 miles in length, extending from Jamaica, in Queens Co., to Islip, in Suffolk Co. We learn that the whole line is graded and ready for the ties, which have been negotiated for, and will shortly be delivered. We learn, also, that the road is to be extended to Patchogue, in Suffolk Co., and eventually to Williamsburg, in Kings Co., or some other point on the East River. The whole length of the road will then be some 55 miles. The contractors are L. W. Myers and P. C. Shanahan.

Cleveland, Zanesville and Cincinnati R. R.

The projected railroad connection between Cleveland and Cincinnati, via Millersburg and Zanesville, is again receiving attention. It is said that a new company has been incorporated which will absorb the whole line, including the Cleveland, Zanesville and Cincinnati and the Cincinnati and Zanesville Railroads, and will supply the two links yet to be constructed, viz: from Millersburg to Zanesville, about 50 miles, and from Morrow to Cincinnati, about 36 miles. The former road is 61 miles in length, extending from Millersburg to Hudson, a point on the Cleveland and Pittsburgh Railroad, 26 miles from Cleveland. The latter is 132 miles long extending from Zanesville, on the Central Ohio Railroad, to Morrow, on the Little Miami Railroad, 36 miles from Cincinnati. The only link absolutely required, therefore, is between Millersburg and Zanesville, a distance of about 50 miles. With this portion of the line constructed, trains can run through from Cleveland to Cincinnati without change—the northern and southern portions being supplied by the Cleveland and Pittsburgh and Little Miami Railroad Companies, as now.

Subscriptions to the capital stock of the Manufacturers' and Consumers' Railroad Company are progressing, and there is a determination to raise the sum required. The citizens of Pottsville have resolved to raise one-third of the amount, if not more.