LUCK IN A BIG NOSE.

Some Famous Men Who Have Large Nasal Organs—The Traits That They Indicate.

Talk with an Expert on Character as Revealed by the Nose—Human Noses Like Those of Animals.

Philadelphia Press.

"I've never known of a man with a big nose who wasn't smart," said a professor in the Jefferson Medical College.

The great Napoleon's nose was big. Gladstone's nose is big, but it ends in a sharp point. Bismarck has a big nose that is, however, almost flat on the end. General Grant's nose was not too large, but it was large enough to be prominent. Blaine's nose is very prominent, and all his children, including his daughters, are easily distinguishable by the same large feature. Jay Gould is possessed of a large nose, so is Russell Sage and Cyrus W. Field. The late John Kelly had a flat pug nose. General Harrison's nasal organ is quite large, but not so prominent as that of Levi P. Morton or the Old Roman. Joseph Pulitzer and Charles A Dana both have large noses. Pulitzer's is very prominent. Governor Hill's is an exception to the rule. His nose is quite small Dr. Talmage and Dr John Hall, both famous pulpit orators, have large noses. So have Secretaries Bayard and Whitney. Ben Butler's nose is quite small: so is Henry Watterson's, but George W. Childs, Austin Corbin, Chauncey M. Depew, Lawrence Barrett, and scores of others who are prominent by the public, have their full share of nasal organ.

Dr. Jerome Allen of New York City, a well known leader in educational matters, in a recent lecture on temperment, acknowledged that he had made a pretty close study of noses in connection with his work, though he wished it distinctly understood that he did not appear as a noseologist in any sense of the word. He added:

"If we look at the nose of a lower animal we find that it is always typical of the character of the animal possessing it. For example, let us take the nose of an English bulldog. A hound could never have the character of a bulldog unless he borrowed the nose of a bulldog. So take the nose of the cat family—the hyena, the wildcat, the common cat—and wherever that peculiarity is found the same nature is observed. So we might go through with all the animals. Now, we find that the noses of all the lower animals are represented in mankind. Look at the street as you pass along and you will find the cat nose, the hound nose, the bulldog nose, the ape nose, and even the fish nose and face, as well as the eagle nose of the man who is of a grasping, hard disposition, which this formation always indicates, for a person possessing an eagle nose has an eagle's character."

"Can you give some specific examples of noses which represent distinct and different traits of character?" he was asked.

The doctor hunted among the shelves of his office and produced a portfolio. He opened this, displaying the outline sketches of several heads and noses. They were those of women and all taken from life. Here is the nose of the first sketch:

"The young lady possessing this nose may be a Quakeress in her sobriety and demure carriage, but her nose says that if she is sober and demure it is the result of study and hard work and is affected for a purpose. It also says she is bright vivacious and rather witty; that she likes to talk captivating nonsense; that she is somewhat emotional and is positive in her likes and dislikes; that she is by no means lacking in culture; that she is a little bit imperious and wilful, and if she can't have her own sweet way will cry and force instant capitulation from any person who is not hopelessly and irredeemably hardened. Here is a benevolent nose:

A POSITIVE NOSE.

"It shows a desire for the acquisition of knowledge without too much hard work, and a disposition to interest herself in behalf of her friends. These are the most prominent traits as indicated by this nose. It is a benevolent sort of organ, and, perhaps I may say here more of this type decorate female faces than any other. The curve from eyebrow to tip is the mark of curiosity. The sharpness of the point is indicative of mental activity. Here is an interesting nose:

A BENEVOLENT NOSE.

'It is a vigorous, pushing nose, yet refined and cultured to the last degree. It is what is called a strong nose in the complete sense of the word. There is not the first line to indicate a politic or tricky disposition. In fact the reverse is the case. It is beyond doubt an intensely conscientious nose, and coupled with the positive jaw development, evinces a rock-like firmness in fidelity to principle and conviction. The woman who possessed such a nose, as Harriet Martineau, Susan B. Anthony and Agnes Strickland, has almost invariably made herself a power in the world, whether large or small. It shows a good deal of idealism, coupled with a good deal of practical, hard common sense. Every woman will be interested in this nose. 'It is essentially a feminine nose, there being a touch of curiosity and a great deal of affection in it. It is a loving and lovable nose; a good comfortable nose to get along with—a bright and energetic nose withal and one in which high aspirations, social graces, a strong desire to please, an intense capability for emotion are all prominently marked; the grosser lines of the masculice snub are wanting, and, while the class to which it belongs is not the highest, yet it is vastly superior to many more pretentious noses, which carry along with their marks of profundity the marks of disagreeable traits which more than offset the alleged superiority. Here is a very good nose, and one that means considerable:

A FEMININE NOSE.

"Uncertain, coy and hard to please,' fond of praise and invariant of anything bordering on failure is what this nose proclaims as traits of its fair owner. It is a fair example of the composite, and on the whole is complimentary to its wearer. There is considerable strength and push about the lower part of the organ, and whatever the sphere of life the proprietor of a nose of this sort may be in, she must be successful or be unhappy. Social conquest and luxury, once enjoyed, would be simple necessities thereafter. While not an intellectual nose, it is brainy enough for all practical purposes, and is pre-eminently a social one. Here is another very interesting nose:

A SOCIAL NOSE.

"It is a fair example of the composite well-balanced, cultured nose, showing the good qualities of the brain rather than of the head. It is a literary, but not an artistic nose, and the refinement of the lines is unquestioned. It is not an impulsive nose, nor do the material tastes and desires show in it to any great extent. It is a self-contained, even-tempered nose, but not one willing to take a second place. Morally and mentally it is rather strong than otherwise, and is such a one as might be inherited from a good long line of worthy ancestors."

A LITERARY NOSE.

THE SENTENCE OF JESUS.

A Copy of the Original Decree as Issued by Pontius Pilate.

London Tablet.

A correspondent of Notes and Queries extracts from the Kolnische Zeitung what is called "a correct transcript of the sentence of death pronounced against Jesus Christ." The following is a copy of the most memorable judicial sentence which has ever been pronounced in the annals of the world—namely, that of death against the Saviour, with the remarks that the journal Le Droit has collected, the knowledge of which must be interesting in the highest degree to every Christian. Until now we are not aware that it has ever been made public in the German papers. The sentence is word for word as follows:

"Sentence pronounced by Pontius Pilate, intendent of the province of Lower Galilee, that Jesus of Nazareth shall suffer death by the cross. In the seventeenth year of the reign of the emperor Tiberius, and on the 25th of the month of March, in the most holy city of Jerusalem, during the pontificate of Annas and Caiaphas, Pontius Pilate, intendent of the province of lower Galilee, sitting in judgment in the presidential seat of the Praetors', sentences Jesus Christ of Nazareth to death on a cross between two robbers, as the numerous and notorious testimonials of the people prove: 1. Jesus is a misleader 2 He has excited the people to sedition. 3 He is an enemy to the laws. 4. He calls himself the son of God. 5. He calls himself falsely the King of Israel. 6. He went into the temple followed by a multitude carrying palms in their hands. Orders: The first centurion, Quintus Cornelious, to bring him to the place of execution. Forbid all persons, rich or poor, to prevent the execution of Jesus. The witnesses who have signed the execution against Jesus are: 1. Daniel Robani, Pharisee: 2 John Zorobabel; 3. Raphael Robani; 4. Capet. Jesus to be taken out of Jerusalem through the gate of Tournea."

The sentence is engraved on a plate of brass in the Hebrew language, and on its sides are the following words: "A similar plate has been sent to each tribe" It was discovered in the year 1280 in the city of Aquil (Aquilla?) in the kingdom of Naples, by a search made for the discovery of Roman antiquities, and remained there until it was found by the commissaries of art in the French army of Italy. Up to that time of the campaign in Southern Italy it was preserved in the sacristy of the Carthusians, near Naples, where it was kept in a box of ebony Since then the relic has been kept in the chapel of Caserta. The Carthusians obtained it by their petitions that the plate might be kept by them, which was an acknowledgement of the sacrifices which they made for the French army. The French translation was made literally by the members of the commission of arts. Denon had a fac simile of the plate engraved, which was bought by Lord Howard on the sale of his cabinet for 2890 francs. There seems to be no historical doubt as to the authenticity of this. The reasons of the sentence correspond exactly with those of the gospels.

SUPREME COURT.

Synopsis of Decisions Rendered at the Present Tyler Sitting.

Correspondence of the Gazette.

YLER, TEX., Nov. 24.—Reynolds Land and Cattle Company vs. M. L. McCabe, et al; appeal from Throckmorton. This suit was brought by appellant to restrain the collection of a special school tax, assessed and levied in a school district in Throckmorton county. Legality of the said tax is questioned on two grounds 1 That the county commissioners' court exceeded their authority in dividing the said county into districts. 2. That the election was not ordered in conformity with law. Held: That section 20 of the act of 1884 is not to be construed as requiring the county to be divided into at least four districts. It is clear that the word "sub-divide" is used with reference to the existence of the division of the state into counties. The contention that it requires a division and then a sub-division, thus necessarily creating four districts, cannot be sustained. Petitions for the election prayed that the election be ordered "in said school district to determine whether or not a special tax be levied for the purpose of building school houses and supplementing the state school fund apportioned to said district." The order of the court recites that a petition had been presented to them praying that an election be held "in said school district to determine whether or not a tax shall be levied for school purposes in said district," and proceeds to direct that an election be held at a time and place named. Held: The statute not prescribing a form in which the question shall be submitted to the popular vote, the language of the proposition is immaterial, provided it substantially submits the question which the law authorizes, with sufficient certainty and definiteness that the voters are not misled by the difference in language. Affirmed. Gaines, J.

S. J. Hicks vs. E. J. Oliver, administratrix; appeal from Rusk. On appeal from the county to the district court this suit was dismissed because of the insufficiency of the appeal bond. It is shown that the appeal was from orders in the county court authorizing the sale of certain property and making an allowance to the administratrix, widow of deceased, in lieu of exempt property. The bond described the property as a brick storehouse and lot. The bond was for $2500, and it is claimed that it was bad because the statute does not contemplate an obligation for a stated sum. Held: The bond was sufficient. Reversed and remanded. Gaines, J.

Joseph H Brown vs H L. Wyatt et al; appeal from Ellis. The evidence shows that by mutual consent the firm of Wyatt & Jones was dissolved. Jones took the stock, all notes and accounts, and assumed all liabilities. In order to secure Wyatt against the firm creditors, the notes sued on were given by Jones to Wyatt. It was agreed that if Jones paid the creditors, the amount so paid should be a credit on the notes. When the suit was brought, neither Wyatt nor Jones had paid any of the debts of Wyatt & Jones. Attachments were issued and appellant intervenor claimed under a second writ. Appellant contends that the notes did not evidence a debt that would authorize an attachment. Held: If the result of the transaction between Wyatt and Jones was such as to create only a contingent liability, the attachment was without authority of law But this is not the case. The notes upon their face are unconditional promises. The fact that any payment made by Jones upon the firm debts was to be credited upon the notes, did not make them any the less legal and subsisting obligations. Affirmed. Gaines, J.

W. K. Bender vs. H. G. Damon et al.; appeal from Ellis. One Johnson brought suit against appellant in Navarro county and obtained a judgment against him. Execution was issued and subsequently levied upon the land in controversy, belonging to appellant and situated in Ellis county. The land was duly sold and purchased by appellees, who were residents of Navarro county. This suit was brought by appellant, and the petition alleges substantially the facts necessary to be alleged in an action of trespass to try title, and the petition was so endorsed. The petition alleges that the plaintiff was a non resident of this state, that he never was cited to appear and did not appear in person, or by attorney, in the proceeding in which the judgment in favor of Johnson, and against himself, was rendered, and that appellee's claim through an execution and sale made under a judgment so rendered. Defendants in the court below answered by a plea to the jurisdiction claiming that the suit should have been brought in Navarro county, and also interposed a general demurrer. The plea to the jurisdiction and the demurrer were both sustained and the suit dismissed. Held: 1 The court erred in sustaining the plea to the jurisdiction, and in sustaining the general demurrer. 2 If a judgment be void, it is not necessary that the person against whom it is entered to have it set aside by a proceeding for that purpose; but in a collateral proceeding in any court, he may show its nullity. Reversed and remanded. Stayton, C. J.

Mary Jenkins, administratrix, vs. W. G. and S. A. Cain; appeal from Smith. 1. A money judgment against a deceased defendant is a claim to be proved up and paid in due course of administration. 2. All claims for money must be presented to the administrator for allowance. In this there is no difference in the character of the claims to be presented under the present and under the probate law of 1848. Unless presented no judgment shall be rendered upon any money claim whatever, and the right to sue on such a claim would only follow the rejection in whole or in part by the executor or administrator. Reversed and remanded. Walker, J.

St. Louis, Arkansas and Texas Railway vs. H C Crosnoe; appeal from Smith. Suit by appellee for personal injuries alleged to have been received at Corsicana May 13, 1887. The evidence shows that the injuries were received while appellee was walking across the sidetracks and sidings of appellant's road in the city of Corsicana. It is shown that an engine was switching cars at the time appellee attempted to cross, and that the engine "pushed" a car in on a sidetrack with great force, and this car striking another, pushed it on appellee, whereby he was greatly injured. It is shown that a number of cars on the sidetracks obscured appellee's view of the engine. While there was no public road where appellee attempted to cross, the evidence shows that persons living in East Corsicana, were constantly crossing and recrossing at the point where appellant was injured, so much so that a path was discernible across the track at this place. It does not appear that appellant company ever objected to persons crossing at this place. It is also shown that appellee when he started across the track looked and listened for trains. 1. A railway company owes no duty to one who makes a highway of a railway track and is injured by a train upon it. This must, however, be subject to a higher principle, protecting the life and limb even of the vagabond. A high degree of care is necessary on the part of the railway company in operating its trains on any part of its road. 2. If the fact that parties daily crossed at the place where appellant was injured were equivalent to an implied consent to the use, a license may have been assumed by the public to exist, from which the act of crossing would not be an invasion of any right of the company, and not a trespass, as long as the work of appellant's employes was not obstructed. 3. Where the public for a series of years had been in the habit of crossing the railroad, the acquiescence of the company in the public use amounted to a license or permission to all persons to cross at that point, and imposed the duty upon it, as to all persons so crossing, to execute reasonable care in the movement of its trains, so as to protect them from danger. There was no error in the court below. Affirmed Walker, J.

W. D Kyburn vs C. F. Moore; appeal from Ellis. This was an action by appellee against appellant, sheriff of Ellis county, for false imprisonment. 1 Where an affidavit to a plaintiff's inability to give cost is taken by his attorney, who is a notary public, this fact does not invalidate the affidavit. 2 Appellant wished to prove the general bad reputation of appellee, which evidence was rejected by the court. Held: In civil cases evidence is not admissible, unless the nature of the action involves the general character of the party or goes directly to affect it. The character of a party in regard to a particular trait is not an issue, unless it be the trait which is involved in the matter charged against the party. No error. Affirmed. Walker, J.

Kansas and Gulf Short Line Railway vs. E T. Dorough; appeal from Smith. Suit by appellee for damages for personal injuries which he alleges he sustained through the negligence of appellant. The evidence shows that appellee who was at a flag station on appellant's road, desired to take passage on appellant's train. When the train was approaching appellee flagged the same and his signals were observed and answered by the engineer. The train however did not stop but only slightly slowed up, when the train arrived at where the appellee was standing, the conductor got on the lower step of the train, and hallooed to appellee to pitch him his (appellee's) coat and jump on, and at the same time attempting to assist the appellee on the train. In his efforts to board the train, appellee struck his knee against the car and was seriously and permanently injured. 1. After plaintiff closed his evidence the defendant company offered in evidence a decree of the district court of Smith county dated prior to the injury, which placed the property and management of the road in the hands of a receiver. This was ruled out, and defendant then offered in evidence a subsequent decree of the same court in the same case, showing the final discharge of the receiver, which, upon objection, was also excluded. Held: In the exclusion of these decrees there was no error. 2. It was for the jury to say whether the danger of boarding the train when in motion was so apparent as to make it the duty of the passenger to desist from the attempt. No error. Affirmed. Gaines, J.

W R Buford vs B. F. Ashcraft et al.; appeal from Hopkins. Appellant and appellees were partners in the mill business on property owned by them. The firm was indebted and unable to meet its liabilities, and on November 6, 1883, it was agreed that appellees would convey the mill property to appellant on the consideration that he would pay on the partnership indebtedness $5600, and as between themselves this payment was to relieve appellant from obligation to pay any partnership debts unpaid after he had so paid this amount. It was further agreed that if the partnership debts did not amount to $5600, that so much of that sum as remained should be paid to appellees. Appellant alleges that appellees promised to give an indemnity bond against paying the partnership debts to the excess of the said $5600 which they failed to do. As to this, however, there was a conflict. It appears that no deed to the mill property had been made to appellant, though appellees were ready at all times to do so. Appellant paid a certain amount on the indebtedness, but as to the amount there was a conflict in the testimony. These agreements were all oral. It is also shown that appellant after the agreement entered into possession of the mill property and has so continued. 1. Appellant having promised to pay a certain sum for the property and having entered into possession, cannot defeat the right of appellees to enforce his agreement, they tendering a deed on the ground that the deed which he might have had at any time, was not delivered, 49 Tex. 691. 2. Having obligated himself to satisfy a judgment against the firm, which he then held under his control, which seems to have given the pressing necessity for the making of the agreement of November 6, 1883, appellant could not acquire, as against appellee, a title to any property covered by that agreement, or any belonging to the partnership, though a sale made, under process issued by virtue of that judgment, unless he had, prior to his purchase, paid out on partnership debts a sum equal to that he was bound to pay under the agreement. 3 The agreement of November 6, 1883, contemplated that the sum appellant agreed to pay on partnership debts should be paid at once; and for this reason appellant would not be entitled to credit for sums paid as interest maturing after that agreement was made. 4 Appellant would be entitled to costs paid in an action to establish a claim against the firm, if he should refuse to pay it in good faith, unless it was made to appear that he suffered suit to be brought contrary to the wish of appellees. Reversed and remanded. Stayton, C. J.