## LAW INTELLIGENCE.

COURT OF COMMON PLEAS—Jan. 16.—Before Judge Cardozo.

THE EXPRESS NEWSPAPER AGAIN.

Stephen P. Clark agt. James Brooks and Erastus Brooks.

In this case involving the right of the plaintiff in one sixth share in *The Express* newspaper on Saturday a motion was made by Henry A. Cram, counsel for plaintiff, to examine Henry Hobson, sole agent of said newspaper. Mr. Smyth, associate Counsel with John McKeon for defendants, asked Mr. Cram under what section of the code he intended to proceed? Mr. Cram said they proceeded under the revised statutes, adding that it was an equitable proceeding, and denying that counsel on the other side had any right to be heard. Mr. McKeon opposed the examination. Mr. Cram said the proceedings were based on the 3d section of chap. 236 of the Session laws of 1859, page 276, which provided that when it was necessary for either party to have a witness, who had refused to make his deposition voluntarily, he could be commanded for that purpose the 4th section extended this provision to apply in like manner to the Court of Common Pleas as to the Superior Court.

This was a case of witnesses who had refused to depose voluntarily, and were now brought into Court. Mr. McKeon contended that the act of 1862 (section 467 of the Code), as being the last legislation on the subject, repealed the act of 1859, and according to that the witness should be brought before the Hon. Joseph S. Bosworth, the referee appointed by the Court, and examined there.

Judge Cardozo held it was only two different ways of getting at the same thing. He didnot see any objection to proceeding under the statute. Mr. Cram said they wanted proper and speedy speed in this litigation. The other side meant to get all the delay possible. He presumed the learned counsel on the other side would admit that they meant to postpone any proceeding that would lead to the sale as long as they could.

Mr. McKeon said he was not to be driven or kicked or called.

Mr. Cram—I mean to drive you as fast as I can.

Mr. McKeon said if the witness was sworn he would refuse to answer.

Mr. Cram again objected to the counsel on the other side taking any part in the case, as it was an *ex parte* proceeding.

Judge Cardozo said that question would not come up until the witnesses were sworn.

Mr. H. Hobson, sole agent of *The Express* was then sworn on the original order.

Mr. McKeon—If you have a reporter taking me down I hope he will do me more justice than on the last occasion, and not have misrepresentations made of counsel in admonitions priests.

Mr. Cram—You seem to object to reporters.

Mr. McKeon—They made me say nonsensical things.

Mr. Cram then proceeded to examine the witness at a side table, the Court, meanwhile, taking up another case.

Mr. Cram—What is your occupation?

Mr. Hobson—Under direction of counsel I decline to answer.

Mr. Cram—Do you decline answering any question?

Mr. Hobson—I do.

Mr. Cram—Under the direction of what counsel do you decline answering?

Mr. Hobson—I decline answering any question.

Some pause was made until the Court was at liberty, when Mr. Cram read to the Court the questions and answers taken, and said: "I ask your Honor to commit him."

The Court—There will evidently be some comment upon it. I cannot hear the order to day. I will hear it Monday morning.

Mr. Cram—Your Honor has something to do with this. It seems to method it is a plain and flagrant contempt of Court. A witness takes the oath, refuses to answer, and goes away. He should have been committed at once, except at your Honor's suggestion that it go over to Monday.

The Court—I will make an order for Monday morning, to show why he should not be punished for contempt.

Plaintiff proposed to show by the witness Hobson, what was the present daily circulation of *The Daily Express*; what was the circulation of the weekly and semi-weekly paper; what the circulation had been heretofore; what it was in July last, and whether there had been any falling off. It was claimed that it could have been shown that in consequence of the political course of the managers of *The Express*, the circulation of *The Daily Express* has fallen from about 15,000 to about 8,000 within the last six months. Some other attachés of *The Express* had been subpoenaed as witnesses to show the receipts from advertising and other sources, and an advertising agent to show that merchants and others had refused to give advertising to that paper, on account of its disloyal sentiments.

COURT OF COMMON PLEAS—Special Term—Jan. 15.—Before Judge Cardozo.

DECISIONS.

Plamejean agt. Due.—Motion granted, without costs, on defendant stipulating not to sue for false imprisonment. (Cpmdon.)

Clerk agt. Brooks et al.—Motion denied, with $7 costs.

Fairie agt. Fitzgerald.—Motion denied without costs.

Dessoe agt. Deal.—Motion denied, with $10 costs.

Trial Term—Jan. 15.—Before Judge Daly.

THE JULY RIOTS—VERDICT OF $35,000 AGAINST THE CORPORATION.

Albert R. Sturtevant and John D. Sturtevant agt. The Mayor, &c.

This was an action by plaintiffs, the proprietors of premises between Twenty-eighth and Twenty-ninth streets, Broadway, to recover damages laid at $38,893 69, for the alleged destruction of their property by the rioters on the 13th July last, and which claim was resisted by the Corporation.

A great deal of evidence was adduced, and it was established that the property in question was destroyed by the rioters, and the testimony of experts was given, to show the value of the buildings at the time of their destruction, and that the cost of reconstructing them amounted to the sum claimed by the plaintiffs.

Mr. Hackett, for the Corporation, took a constitutional objection to the plaintiff's case, and moved the Court to nonsuit the plaintiff, on the ground that the statute on which the action was based had not received the approval of three-fifths of the members of the legislature at the time of its passage, and that the "ayes" and "noes" were not enumerated at the end of the statute, as provided by the Constitution.

This objection was overruled, and the case was sent to the jury, with instructions to render a general verdict as to the value of the houses at the time of their destruction; the loss occurring to the plaintiffs during the time they were deprived of the use and enjoyment of the property, and the jury were also to consider what would be a fair compensation to the plaintiffs for the deprivation.

The jury found for the plaintiff for $35,000.

SUPREME COURT—Special Term.—Jan. 14—Before Justice James.

IMPORTANT RAILROAD SUITS.

Alexander Mitchell agt. The Milwaukee and Fields Du Chien Railroad Company, and seven other similar suits against same defendants, brought to recover a large amount of defendants' stock.—Judgment for plaintiffs on demurrer, with costs, and leave for defendants to answer in twenty days on payment of $20 10 costs in each suit. The Hon. Daniel S. Dickinson and F. R. Meade, esq., for plaintiff; E. Noelker and N. A. Condrey, esq., for defendants.

Circuit—Jan. 15.—Before Justice Allen.

DECISIONS.

Wm. A. Hadden, &c., agt. Jeremiah Dimick.—Motion denied.

Before Justice Barnard.

Harden agt. Walsh.—Judgment for plaintiff for full amount.

Chambers—Jan. 15.—Before Justice Leonard.

DECISIONS.

John W. Mitchell agt. Edward Linnen et al.—Motion denied, with costs of opposing to await final judgment. Same agt. same.—Motion for receiver granted. Richard C. Beamish appointed; $10 costs, to abide event.

SURROGATE'S COURT—Jan. 15.—Before Surrogate Tucker.

In re the final accounting in the estate of Isaac T. Thayer, deceased.

The Surrogate decides upon the objections severally interposed by the administrator to the account of the administratrix, and by the administratrix to the account of the administrator:

1. The administrator and administratrix executed a deed acknowledging receipt of the proceeds of sale of certain real estate contracted to be sold by the intestate, in his lifetime, to Victor Provost, which amounted to $4,561, and which sum was allowed by them to remain in Daniel Shepherd's hands, who was acting as their attorney, and was lost to the estate. They must be held jointly chargeable with this sum in their accounts, deducting therefrom and crediting them with any payable costs that may have been paid by them on the application to the Supreme Court, on which application they were directed to execute conveyance to Provost.

2. The administrator received $173 interest on De Forest's bond and mortgage, and paid that sum to the administratrix, and also expended $54 30 for the estate, which the administratrix refunded to him. She is, therefore, to be credited with these two sums.

3. The administratrix must be charged with the household furniture and moveables, proved to be of the value of $82 000, deducting therefrom $150 for household furniture to be set apart for the widow and minor children.

4. The administratrix is chargeable with the $200 paid to her in satisfaction of the Root mortgage.

5. The administrator and administratrix executed a deed acknowledging the receipt of the proceeds of sale of certain real estate contracted to be sold by the intestate, in his lifetime, to John De Forest, which amounted to $206 71, which sum was allowed by them to remain in Daniel Shepherd's hands, who was acting as their attorney, and was lost to the estate. They must be held jointly chargeable with this sum, deducting therefrom and crediting them with any taxable costs that may have been paid by them on the application to the Supreme Court, for direction to convey to De Forest.

6. De Forest on this sale executed a bond and mortgage to the administrator and administratrix for $5,000, upon which the administratrix received the sum of $3,302. She is chargeable with this sum.

7. Walter Barnes, surviving partner of the firm of Barnes & Thayer, paid the sum of $10,069 92 in notes as the interest of the intestate in the partnership. There was also $270 cash in back to the credit of the intestate, which was drawn out on the check of the administratrix by Daniel Shepherd. She also directed Barnes to deliver to Shepherd the notes, and he, (Shepherd) received on such notes $9,069 92, which is lost to the estate. She must be charged with the sum of $9,069 92, and $270.

8. The intestate, in his lifetime, was trustee of the separate estate of his wife, the present administratrix, and received the moneys belonging to her estate, amounting to $31,413 11. The estate of the intestate is accordingly assigned to be indebted to Eliza Sheehan, formerly Thayer, in that amount, which is allowed as her claim against the estate of Isaac T. Thayer.

9. The administratrix and administrator are chargeable with interest on the several sums due from them to the estate, which must be allowed from the time they were respectively received by them or by Daniel Shepherd, their attorney.

Eliza Sheehan is to be allowed interest on her claim from the date of the death of the intestate.

10. As Eliza Sheehan appears to be the only creditor of the estate, it is adjudged that, in case her claim against the estate shall be equal to the whole proceeds or distributive portion of the estate, the administrator shall not be held personally responsible to contribute to her said claim, inasmuch as she is equally chargeable with him for the waste of the estate.

11. The administrator and administratrix are entitled to be credited on the amounts for which they are held jointly liable for the amounts due Daniel Shepherd, for services rendered and moneys paid by him on account of the estate, and demands he has against it or had against Thayer, and with their commissions. To ascertain the amount and any other with which they should be credited for costs, a reference must be had to an auditor.

12. Counsel fees will be allowed, viz: $150 to the counsel for administratrix, and $150 to the counsel for administrator. The special guardian's costs are allowed at $150.

A decree will be entered in conformity with these findings. Charles S. Lester and Clark B. Cochrane for Wm. B. White, administrator; J. A. Smoudy, Deodatus Wright, and Gilbert Dean, for administratrix, Mrs. Sheehan, formerly Eliza Thayer; Cornelius Minor, special guardian for Mr. Thayer's children.

Jan. 15.—Before Surrogate Tucker.

ADMISSION OF WILLS—BEQUESTS TO RELIGIOUS SOCIETIES.

The wills of the following-named persons have been admitted to probate: Wm. Douglas, Margaret Greene, Owen Hogan, Benj. Price (Captain 1st Regiment Excelsior Brigade), Julia A. Bard, Benj. Cooper, Peter Certerson, Anne Hall, Caroline Brown, Maria Louisa Celes.

The will of Ezekiel Archer, which has also been proved, contains a devise to the American Bible Baptist Union of a mortgage of $1,000 on property in Harlem; to the American Baptist Home Mission Society and the Indian Mission $700 each, and to the New-York Baptist State Convention $2,000.

SUPERIOR COURT—General Term—Jan. 15.—Before Justice Barnard.

DECISIONS.

Baeheer agt. Ackerman.—Motion denied with $10 costs, but on payment of the same plaintiff may renew in whole or in part as he may be advised.

Before Justice McCunn.

Phillips agt. Ward.—Motion for allowance granted.

Pelham agt. Lockman; Kenway agt. Overman.—Orders granted.

Mott agt. Hudson River Railroad Co.—Motion denied.

Horanson agt. Frankenheimer.—Motion granted. Plaintiff's right to amend. Order to be settled by Judge.

Crane agt. Booth.—Motion for costs denied. Referee's fees allowed.

Gloetworth agt. Bailey.—Motion for costs on part of plaintiff granted with allowance of $279.

Garner agt. Marsh.—Motion for receiver denied without costs.

Jackson agt. Young.—Motion granted. Order to be settled.

Rogers agt. Pendleton; Seymour agt. Brown; Same agt. Martin.—Orders settled.

Rasser agt. Becker.—Motion granted.

In re Louis Weemberg.—Order granted, appointing Andrew P. Weemberg guardian, &c.

COURT OF GENERAL SESSIONS—Jan. 15.—Before Recorder Hoffman.

Matthew T. Sennott, tried for grand larceny, he having robbed his employer, Mr. Phillips of Catherine street, was convicted of petty larceny. He was remanded for sentence.

Patrick O'Donnell, indicted for grand larceny, was tried and acquitted.

James Wilson pleaded guilty to forgery in the fourth degree. He will be sentenced on Saturday.

Henry Dolmel pleaded guilty to assaulting his wife. Sentence suspended.

John Ryan was convicted of stealing a gold watch, valued at $100 from James Harvey, residing at No. 267 Fulton street. Remanded for sentence.

Oliver Baum, indicted for grand larceny was convicted for petty larceny. Remanded for sentence.

Edward Winstock, indicted for felonious assault and battery on Officer Young of the Tenth Precinct, pleaded guilty to assault with a deadly weapon. He was remanded for sentence.

The Court then adjourned.

UNITED STATES COMMISSIONER'S OFFICE—Jan. 15.

Before Commissioner Osborn.

On the affidavit of James Gayler, the Acting Special Agent of the Postoffice Department, Humphry Ayres, a person employed in the Post-office, was arrested for secreting, embezzling, and destroying a letter with which he had been entrusted, and which contained a promissory note, a treasury warrant, and some other articles of value, or writings representing the same.

The Commissioner ordered him to find $5,000 bail to appear and answer, and in default committed him to prison.

### Live Stock Per Erie Railway.

Chippewa, Jan. 16.—The following Live Stock has passed over the Erie Railway this week: 80 cars Cattle, 2 cars Hogs, 12 cars Sheep, and 2 cars Horses—Total, 98 cars.

### Passengers Sailed.

*In steamship New-York, for Bremen via Southampton*—Mr. W. H. Rumpf, lady and two children, Mr. F. H. Stell, Mr. D. Iser, Mr. N. Brandon and lady, Mr. Leopold de Ferrari, Mr. F. Wilebusch, lady and child, Mrs. G. W. Guthie, five children and servant, Miss M. Gordon, Mr. M. Hiller, lady and three children, Mr. L. Cohn, Mr. J. Cohn, M. A. Bromberger, S. Kaiser, Abraham Bromberger and lady, Camille Forscher, Rev. Wassertrudinger, John F. Schmidt, Emanuel Reiss, Sedmond Ullmann, Louis Aull, Mrs. Caroline Disch, William May, Felix Rosler, Joseph Yokrt and lady, Cob E. Kapff, Mrs. Catharine Baerner and child, M. Levy, John Jurry, lady and child, John D. Quack, Peter Walter, Wm. Schmidt, Henry T. Hertzen, H. C. Arens, Dr. Reinke, Jos. Stettleimer, and 63 in the steerage.

*In steamship City of Baltimore, for Liverpool and Queenstown*—Mr. McDowell, A. Murray and brother, Mr. Robinson, Mr. St. George, Rev. E. M. Hennessey, Charles Vander Hart, Alex. Cruttenshank, R. H. Collier, W. J. S. Kerr, W. J. Hamill, J. M. Bowen, Dr. Whitney, Wm. Minter, S. T. Fitzherbert Sullen, J. R. Martin, Capt. Chatterbuck, A. Taylor, Mr. H. D. Sheffield, C. Vivien, George D. Happy, C. Wild, and others in the steerage.

### Passengers Arrived

*In steamship Teutonia, from Hamburg and Southampton*—D. S. Miller, Carl Schmidt, Mrs. Mary Wells, Mrs. McNial and child, T. Riedskopf, Dr. Meyer Schlesinger, Johanna Appenheimer, C. Lewis, Alex. Kohler, wife and three children, D. Mandtzky, F. Bottler, Nathan Falk, Fanny Stock, H. Appelbaum.

*In steamship Ariel, from Aspinwall*—J. M. Strobridge, Mrs. J. B. Cummingworth, R. Hartsman and lady, Alfred N. Ackerman, E. L. Vanderburg, Theodore Hunt, Wm. H. Stearns and child, C. E. Richards, John G. Hyatt, N. N. Topper and lady, Miss Viola Pomeroy, Leander Searing and lady, Chas. Cooke, Mrs. A. J. Snyder and children, John Smith, Edward H. Prindle, H. J. McBrown, James W. Wilder, Mrs. M. E. T. Thompson, Gilbert C. Hunting, Mrs. J. J. Comstock, Mrs. B. T. Simonds and lady, Miss Eliza McClure, Leona Cohen and family, Napoleon Minor, John H. White, Henry Tripp, Godfrey Oppenheimer, Robt. Long, John Calahan, Louis Brinkfelder, Dr. David Harper, Dr. L. H. Lyon, John C. Wright, jr., Peter Rasmussen and lady, A. S. Wall, Fred. Stine, Thos. Cochran, James Newbald, John C. Bagby, Isaac Hartwell, Edward Lander, Henry P. Anthony, Wm. Burton, F. H. Bennett, J. N. Evans, Mrs. M. E. Munro, E. B. Fambam, Louis Wingham, G. H. Carter and family, T. L. Bell, Geo. W. Lenoirt, L. E. Neilcomb, C. P. Huff, G. N. Duff, John Dillon, Daniel Dend, R. L. Nevins, G. H. Mackett, Mrs. L. A. Johnson and children, Mrs. J. Gardner, Mrs. D. E. Hoff and son, J. H. Belcher and family, Mrs. A. C. Milliken, F. H. Wardner, Geo. Woodington, Lyman Wilcox and family, Mrs. E. P. Scott and child, S. G. Elliott, Capt. Lokovinin, Lieut. de Lisson, R. S. Brown and lady, E. P. Dupiex, and a full complement in the steerage.

MINIATURE ALMANAC.

Sun—Rises... 7:20 | Sets..... 5:01 | Moon—Sets..... 3:53

HIGH WATER THIS DAY.

Sandy Hook. 3:02 | Gov. Island... 3:47 | Hell Gate..... 5:08

## SHIPPING INTELLIGENCE.

PORT OF NEW-YORK.....Jan. 16.

### Cleared.

Steamships—New-York (Brem.), Henke, Bremen, Oelrichs & Co.; Columbia, Barton, Havana and New-Orleans, Spofford, Tileston & Co.

Ships—Fawn, Nelson, London, Thos. Dunham; Corsair (Br.), Hughes, Cork, H. J. & C. A. DeWolf.

Barks—Cabot (Br.), McGregor, Glasgow, McCol & Frith; Evelyn (Br.), Mohiman, Cadiz, Harbeck & Haley; Indus (Br.), Boyd, Boston, Prendergast Bros.

Brigs—Allandale (Br.), McBirney, Halifax, A. Smithers & Co.; Maria (Br.), Morris, Manzanilla, Tynes & Smith; Wanderer (Br.), Crooks, Cow Bay, C. B., D. B. Keeler, jr.; Dawn of Day (Br.), Holmes, Cardenas, D. R. DeWolf; Elizabeth (Br.), Percy, St. Johns, N. F., Green & Curry; Ada (Br.), Card, Arroyo, D. R. DeWolf.

Schooners—Pocahontas, Berry, Washington, S. W. Lewis & Co.; Eliza Jane, Watts, Fortress Monroe, F. J. Campbell; Oronoko, Smith, York River, do.; John Langley, Langley, Washington, E. D. Hurlbut & Co.; Ben. Butler, Hula, Baltimore, Jr. Kenny; Nonparell (Br.), Brooks, St. John, N. B., D. R. DeWolf; B. Cook, Jones, Northampton, F. J. Campbell; Daniel Simmons, Hall, Rustan, master; Elmrod, Rolan, Yorktown, B. F. Voorhis; Mott Bedell, Bedell, Washington, Mott Bedell; Rachel Jane, Roath, Philadelphia, Bentley Smith & Co.; W. Nichols, Hill, Philadelphia, do.; Catharine, Scull, Egg Harbor, T. G. Benton's Sons; Laurel, Parker, Frankfort, R. P. Buck & Co.; Anna Elizabeth, Hutchinson, Frankfort, R. P. Buck & Co.; S. Gilman, Burgess, Boston, S. W. Lewis & Co.

### Arrived.

U. S. steamship Newbern, T. A. Harris, Commanding, from the North Atlantic Blockading Squadron, via Fortress Monroe, naval stores and prisoners.

U. S. steamship Vanderbilt, Commander C. H. Baldwin, St. Thomas Jan. 1.

Steamship Ariel, Jones, Aspinwall Jan. 8, at 12 m., treasure and pass to D. D. Allen. Left at Aspinwall, steamship Illinois and Br. steamer Solent.

Steamship Moonlight, Doyly, Matamoras Jan. 1, cotton to Arthur Leggett. Jan. 16, Wilmington, N. C., bearing W. 125 miles, saw a propeller of about 500 tons burden, painted lead color, making a heavy black smoke, steering to the N. and E., supposed to be a blockade runner.

Steamer City of Richmond (U. S. transport), Kelly, Washington, D. C., to U. S. Quartermaster.

Steamer Detroit (U. S. transport), Neff, Washington 40 hours, to U. S. Quartermaster.

Steamer Admiral Dupont (U. S. transport), Wood, Fortress Monroe 24 hours, to U. S. Quartermaster.

Steamer Falcon, Jones, Providence, mdse., &c., to E. Bynner.

Bark Clansman (of Liverpool), Cleborn, Shields 91 days, mdse. to H. J. & C. A. DeWolfe. Had heavy weather the entire passage.

Bark Maria Merion (of London), Hill, Black River, Jam., 25 days, logwood to Jacquemot & Christmas. Has had heavy winds during the passage.

Bark Falling Grove (of London), Algoa Bay, C. G. H., 73 days, wool to Napier & Welsford. Had strong N. W. gales from the Gulf.

Bark Anna & Bertha (Prus.), Hassert, Newcastle, E., 50 days, coal to H. & F. W. Meyer. Had heavy head winds the entire passage.

Bark Evelyn (of Stockton, Me.), Patterson, Remedios Jan. 1, sugar and molasses to Walsh, Carver & Chase.

Bark Martin W. Brett (new), Staples, Eastport 10 days, lumber and fish to Brett, Son & Co.

Brig Mallea (of Boston), Dunham, Cardenas Dec. 23, molasses to E. A. Hussey. Dec. 27, about midway in Florida Channel, Great Isaac bearing about W. S. W. 50 miles, in a heavy gale, was knocked down on her beam ends, loosing spars, water, &c., off the deck, and all the cargo, water, &c., in between decks, only saving one cask of 100 gallons; was on short allowance until the 12th inst., when the captain of a French bark most generously supplied us. Has had rough and boisterous weather nearly all the passage.

Brig S. B. Johnson (of Yarmouth, N. S.), Saunders, Carthagena Dec. 20, rubber hides to Boyd & Hincken.

Brig Conquest (of Yarmouth, N. S.), Redding, Demerara 28 days, sugar and molasses to Brett, Son & Co.

Brig Eleanora (Dan.), Plommer, Rio Janeiro Nov. 11 and St. Thomas Jan. 4, coffee to Rogers & Pitch. Has had heavy W. winds on the coast; sprung mainmast and mainboom and tore mainsail to shreds. On the passage from Rio Janeiro to St. Thomas, in lat. 19 05 S., lon. 35 15, Mrs. Wm. Tyler Brown, of Edgarsville, Ill., died of consumption and was buried at sea.

Brig Belle of the Bay, Holloway, Fernandina 7 days, ballast to master.

Brig G. F. Geery, Conklin, Charleston Bar 5 days, ballast to master.

Schr. Wonder, Smith, East Harbor, T. I., 15 days, salt to Brett, Son & Co.

Schr. Princess, Lovell, Boston 3 days, mdse. to S. W. Lewis & Co.

Schr. Lord of the Isles (of Shelburne, N. S.), Cummings, St. Domingo City Dec. 29, logwood to Brett, Son & Co. Jan. 1, John Morris, seaman, died of fever.

Schr. S. J. Waring, Smith, Norfolk, wood.

### Arrived.....Sunday, Jan. 17.

Steamship Teutonia (Ham.), Haack, Hamburg and Southampton Dec. 26, mdse. and pass. to Kunhardt & Co. Had heavy gales during the passage. Jan. 14, lat. 42 45, lon. 61 07, passed steamship Adriatic, bound E.

Steamship Parkersburg, Hoffman, Portland, Me., 14th inst., mdse. and pass. to H. B. Cromwell & Co.

Steamer Pelican, Baker, Providence.

Bark Mercurio (Aust.), Martellich, Trieste 82 days and Gibraltar 64 days, mdse. to Dutilh & Co. Encountered very heavy weather most of the passage.

Brig Clara Pickens, Rich, Stone Inlet 11 days, ballast to N. L. McCready & Co.

Brig H. Haverlock (of Windsor, N. S.), Smith, Antigua Dec. 13, via Ragged Island 5th inst., salt to J. F. Whitney & Co.

Schr. Dashing Wave, Wiley, Portland, Me., copper ore for Bergen Point, N. J.

BELOW—Two barks, unknown.

WIND—Sunset, W., very light.

We are indebted to Mr. Kavanagh, Purser of the steamship City of London, for his prompt forwarding of our news packages.

### Sailed.

Steamships—Fulton, New-York, City of Baltimore, Columbia.

Schooner—Isaac Van Dyke.

### Remorandis.

The Italian frigate Re d'Italia was floated out of the Dry Dock at the Navy Yard on Friday afternoon. After inspection of her hull, it is ascertained she has not received any damage from being ashore on the Jersey coast.

### Spoken.

Nov. 6, lat. 34 40 S., lon. 22 16, Br. bark Stathmore, from Shanghai for London, 39 days out.

Dec. 3, lat. 23 23, lon. 21 ob, a Br. bark steering N., showing Nos. 9,077.

Dec. 4, lat. 1 S., lon. 25, Br. bark Record, from Algoa Bay for Hamburg.

Dec. 6, lat. 3 10 N., lon. 27 05, Br. ship Montrose, from London for Hong Kong.

No date, lat. 11 35 N., lon. 33 31, Br. steamship Vulcan, from St. Thomas for Shanghae.

## Port-Wardens' Notice.

State of New-York,
Port-Wardens' Office, No. 134 Wall-st.

NOTICE is hereby given, in accordance with section 4 of the act passed April 16, 1857, entitled An Act to Reorganize the Wardens' Office of the Port of New-York, to all persons interested in, or having charge of, the subject matter of such inquiry, examination, or survey, that the following vessels are now under examination by the Port-Wardens, and that the said surveys or examinations will be completed within ten days next succeeding this notice on board said vessels:

Steamship Sidon.....Jersey City.
Steamship City of London.....Pier No. 41 N. R.
Steamship Glasgow.....Pier No. 45 N. R.
Ship Parcus.....Deforest's.
Ship Alice Ball.....Woodruff & Robinson's.
Ship Belle Wood.....Ford's Stores.
Bark Falling Grove.....Wheeler's Stores.
Bark Alberdina.....Pier No. 10 E. R.
Bark Adeline C. Adams.....Pier No. 6 E. R.
Bark Alba.....Pier No. 6 E. R.

C. H. BEAMHALL, President.
J. Alex Herriman, Secretary.

## Copartnership Notices.

BOOTH & TUTTLE have admitted to their firm GEO. T. HALL and JOHN T. PULTZ, and will continue the DRY-GOODS JOBBING BUSINESS, at No. 256 Broadway, under the name of BOOTH, TUTTLE & Co.

New-York, Jan. 13, 1864.

New-York, Jan. 1, 1864.

DISSOLUTION.—The Copartnership heretofore existing under the firm name of McCOUN & SCHOONMAKER, is this day DISSOLVED by mutual consent. L. E. Schoonmaker & Co., successors to the late firm, will settle the business.

HENRY T. McCOUN,
LUCAS E. SCHOONMAKER.

COPARTNERSHIP.—The undersigned have this day formed a COPARTNERSHIP under the firm name of L. E. SCHOONMAKER & Co., and will continue the Boot and Shoe business lately carried on by McCoun & Schoonmaker, at the old stand No. 111 Chambers-st.—New-York, Jan. 1, 1864.

LUCAS E. SCHOONMAKER,
HIRAM SCHOONMAKER, Jr.,
CHESTER H. DAVIS.

MR. IRVING GRINNELL retires from our firm this day.

GRINNELL, MINTURN & Co.

December 31, 1863.

NOTICE of DISSOLUTION of COPARTNERSHIP.—The COPARTNERSHIP heretofore existing by and between the undersigned, under the firm name of BENEDICT, HALL & Co., is dissolved by mutual consent, and either partner is authorized to use the signature of the firm in liquidation.

J. S. BENEDICT,
W. A. HALL,
J. S. BENEDICT,
H. C. SOUTHWICK.

January 1, 1864.

The undersigned have THIS DAY formed a COPARTNERSHIP under the firm name of HALL, SOUTHWICK & Co., commencing Jan. 1, 1864, and extending to Jan. 1, 1867, and will continue the business lately carried on by BENEDICT, HALL & Co., at No. 71 Park row, New-York.

WILLIAM A. HALL,
HENRY C. SOUTHWICK,
JESSE ST. JOHN,
ADOLPHUS F. CARTER,
AUGUSTUS KIRKHAM,
MATTHEW BUNKER.
ROSWELL S. BENEDICT, Special Partner.

January 1, 1864.

NOTICE.—The firm heretofore existing under the firm name of MORISON & LODER, of which GEORGE W. MORISON and CYRUS W. LODER were general partners, and BENJAMIN LODER was special partner, has this day been dissolved by mutual consent. The business of said firm will be settled by CYRUS W. LODER, who will sign the firm name of MORISON & LODER in liquidation only.—New-York, Jan. 16, 1864.

GEO. W. MORISON,
CYRUS W. LODER, } General Partners.
BENJAMIN LODER, Special Partner.

The undersigned have this day formed a copartnership under the firm name of LODER BROS. & Co., and will continue the business heretofore carried on by Morison & Loder at Nos. 313 and 315 Broadway.—New-York, Jan. 16, 1864.

LEWIS S. LODER,
CYRUS W. LODER,
BENJAMIN H. LODER.

THE FIRM of A. C. RICHARDS & Co. is this day DISSOLVED by mutual consent.

Mr. RICHARDS retires from active business. Mr. ALLEN becomes a member of the firm at STONE, BLISS & FAY.

New-York, Dec. 31, 1863.

A. C. RICHARDS,
E. R. ALLEN, Jr.

E. R. ALLEN, Jr., has been admitted a Partner with STONE, BLISS & FAY, and the firm hereafter will be

STONE, BLISS, FAY & ALLEN.

New-York, Jan. 1, 1864.

## Internal Revenue.

U. S. INTERNAL REVENUE.—Collector's Office, 7th District, comprising the 11th and 17th Wards of the City of New-York.—Notice is hereby given that I have received the Annual Collection list of real from the Assessor of the Seventh Collection District of the State of New-York, and that the duties specified thereon have become due and payable, and that I will attend at my office, No. 14 Pine House, Astor place, on the 11th day of January, 1864, and from day to day thereafter, except Sundays, until and including the 25th day of January, from 9 o'clock in the morning until 3 o'clock in the afternoon, to receive the same. And all persons who shall neglect to pay the duties and taxes assessed against them upon the aforesaid list within the time aforesaid specified will be liable to pay Ten per Centum additional upon the amount thereof.

MARSHALL B. BLAKE, Collector.

New-York, Dec. 30, 1863.

## Miscellaneous.

ILLUSION WIGS and TOUPEES.—Japanese of the Societe Hygienique, for restoring and beautifying the HAIR. General Depot at D. BASTEDO'S, 335 Broadway.

MOLDAVIA CREAM
CHALLENGES THE WORLD.

For Strengthening, Beautifying, and Preserving the Hair to the latest period of life, restoring the stagnated fields, and giving a st ength, softness, and luster to weak and thin hair, stimulating and producing a new growth, unequaled by any other preparation.

Prepared and sold by W. A. BATCHELOR, at his celebrated WIG and TOUPEE Establishment, 16 Bond-st., N. Y.

MANHATTAN OIL COMPANY,
No. 16 Broadway, N. Y.
SOLE MANUFACTURERS OF
MASON'S SPERM OIL and EXTRA LARD OIL,
For Railroads, Steamships, and Factories.

PATENT SELF-REGISTERING CALIPERS giving the desired sizes without recourse to a rule, (see engraving in "Scientific American" of August 3, 1863), are manufactured by the patentee. Price 75 cents each. Samples sent by mail on receipt of price in currency. Reliable agents supplied on reasonable terms. Usual discount to the trade. Send for a circular.

KIMBALL & TALBOT, Worcester, Mass.

RUTLAND MARBLE.—Orders received for the products of the RUTLAND MARBLE CO. in blocks or sawed to order, into Statuary, Monumental, Mantel or Furniture Stuff, delivered on the cars at West Rutland, Vermont. Printed list of prices and terms can be had by applying at office of RUTLAND MARBLE Co., No. 25 Pine-st.

TIN PLATE, SHEET-IRON of all kinds, Tin, Lead, Zinc, Spelter, Copper, &c., for sale by EDWARD S. SHERMAN, No. 203 Pearl-st., between Fulton and John.

THE HIGHEST CASH PRICES PAID for old NEWSPAPERS of every description, old PAMPHLETS of every kind, old BLANK BOOKS and LEDGERS that are written full, and all kinds of WASTE PAPER from bankers, insurance companies, brokers, patent medicine depots, printing offices, book-binders, public and private libraries, hotels, steamboats, railroad companies, express offices, &c. STOCKWELL & EMERSON, No. 25 Ann-st.

7 CENTS A POUND PAID for old BOOKS, NEWSPAPERS, and PAMPHLETS. Also, the highest price for RAGS. MANAHAN & MILLAR,
No. 10 Spruce-st., N. Y.

## Proposals

Medical Purveyor's Office,
Washington, D. C., January, 1864.

PROPOSALS FOR ICE.—SEALED PROPOSALS will be received at this Office until WEDNESDAY, the 10th day of February, 1864, at 12 m., for furnishing the Hospitals within the following Departments, until the 1st day of January, 1865, with a supply of pure ICE, viz:

Department of the East, Headquarters at New-York.
Department of the Susquehanna, Headquarters at Philadelphia.
Middle Department, Headquarters at Baltimore.
Department of Western Virginia, Headquarters at Cumberland.
Department of Washington, Headquarters at Washington.
Department of St. Mary's, Headquarters at Point Lookout.
Department of Virginia and North Carolina, Headquarters at Fort Monroe.
Department of the South, Headquarters at Hilton Head.
And such other Hospitals as may be established upon the Texas coast.

Proposals will be made according to the following form:

PROPOSALS FOR ICE.
(RESIDENCE AND DATE.)

The undersigned proposes to furnish daily, or otherwise, (as determined by the Medical Director,) the best quality of ice to such hospitals in the Department of ————, and in such quantities as the Medical Director of this Department may order, at the following price per hundred pounds, namely:

The ice to be subject to the approval of the Surgeon in charge of each hospital, who will receipt for the correct amount delivered.

Payment to be made upon duplicate bills, certified to by the Medical Director of this Department.

As a guaranty of the faithful performance of the above agreement, should the contract be awarded to me, I will enter into bonds in the sum of $————. I also append to the inclosed form of guaranty the names of guarantors, certified by the Clerk of the District Court, or the United States District Attorney.

FORM OF GUARANTY.

We, ——, of the County of ——, and State of ——, and —— of the County of ——, and State of ——, do hereby guarantee that —— is able to fill the contract in accordance with the terms of his proposal, and that, should his proposal be accepted, he will at once enter into contract in accordance with the terms of said proposition, and we are prepared to become his sureties.

{Sig.
{Sig.

Certificate of the Clerk of —— District Court or United States District Attorney.

Bidders must conform strictly to the above form of proposal, or their bids will be rejected.

An oath of allegiance to the United States Government must necessarily accompany the bid.

Bidders may be present in person when the proposals are opened.

The contract will be awarded to the lowest responsible party or parties, who will be duly notified, by mail or otherwise, that their bid is accepted, and they will immediately proceed to enter into contract, under bonds to the amount of $5,000, bonds to be properly certified to.

The Post-Office address of the parties proposing must be distinctly written upon the Proposal.

Proposals must be addressed to Henry Johnson, M. S. K., U. S. A., and Acting Medical Purveyor, Washington, D. C., and marked "Proposal for Ice."

The Medical Purveyor reserves to himself the right to reject any or all bids deemed unsuitable.

HENRY JOHNSON,
M. S. K., U. S. A., and Acting Medical Purveyor.

N. B.—Printed forms of above Proposals can be had by application to this office.

Information as to the location, capacity, and about the amount of ice required by the hospitals will be given by application to the Medical Director of each of these Departments.

Office of Assistant Commissary-General of Subsistence, No. 4 State-st., New-York, Jan. 14, 1864.

SEALED PROPOSALS (in duplicate) will be received by the undersigned until 2 o'clock p. m. on WEDNESDAY, the 20th instant for supplying for the use of the United States Army, the RESIDENCE STORES, to be delivered in New-York or Brooklyn, as follows:

**5,000** barrels NEW MESS or EXTRA MESS BEEF, in full-hooped oak barrels, with two iron hoops; binders will state the brands, and will exhibit samples when practicable.

*The beef to be received at such Inspection Ports as shall be agreed to by the undersigned.*

**100** barrels of first quality pickled SEEN TONGUES; 200 pounds of meat in full-hooped oak barrels, with two iron hoops.

**250,000** pounds first quality THOROUGHLY-SMOKED NEW BACON SIDES.

**250,000** pounds first quality THOROUGHLY-SMOKED NEW BACON SHOULDERS.

**150,000** pounds of first quality thoroughly cured NEW SMOKED HAMS. Proposers will state whether their Hams are pickled cured or dry-salted, also their average weight.

**50,000** pounds first quality canvassed sugar-cured SMOKED HAMS.

The hams will be paid for by their net weight, excluding paper wrappers and burlap.

The bacon and hams to be delivered in bulk for inspection and packing at such points in the city of New-York as may be designated.

**10,000** barrels of first quality extra superfine Southern, St. Louis, or other brands of FLOUR, suitable for keeping in a warm climate. The brands and place of manufacture to be stated in the bids, and whether in round or flat-hoop barrels. The bar