THE STEWART TENEMENT HOUSES.

THE IDEAS TO BE CARRIED OUT IN THEIR CONSTRUCTION.

The following suggestions respecting the proper method of construction of tenement houses, and the points to be especially enforced in such construction, were submitted to Mr. A. T. Stewart and adopted by that gentleman as the ideas to be carried out in the houses which he proposes to build in this city for the better accommodation of the laboring and poorer classes. They were prepared by Mr. E. T. Potter, architect, of Wall-st., who has made the requirements of this class of edifices a special study. The recommendations are based upon the following principles:

First. Any plan proposed for an improved tenement house must, to be of any benefit, be one that pays, otherwise it will not be followed. A tenement house, with whatever improvements, if it does not pay as an investment, is simply a charity, like a hospital, and the benefits of the plan are limited to a few families recipients of charity. If, however, a tenement house pays as an investment, the landlord would as willingly build it on a good plan as on a bad one—nay, he would prefer the good plan, as more certain to secure tenants of a better class than a badly planned house.

Second: To make one tenement-house pay as well as another of the same size, it must accommodate the same number of people. If it be urged that the great fault of the present system is the crowding together of so many people, the answer is, that the crowding results from the shape and limited width of the island on which New-York is built, and the natural desire of those whose work is in the City, to live as near their work as possible. The crowding is not due to the way in which the houses are built, or to the capacity of landlords—it is the result of circumstances which are outside of either, and which we cannot control.

Third: Though crowding cannot, perhaps, be prevented, the evils of crowding may be. Many of our fashionable watering-place hotels are, during the light of the season, more crowded than the tenement-houses at present in New-York. So, also, are multitudes of steamers on our inland waters and on the ocean. What, then, are the special evils of crowding in tenement-houses?

Fourth: The evils of crowding in tenement-houses are: Want of air, want of sunlight, want of decency, and want of comfort. The first-named evil is the greatest. So much has been said and written lately on this subject that there is no need to enlarge on it here. Good ventilation is necessary to health. Lack of ventilation of the dwellings, particularly of the sleeping-rooms of the poor, is at the bottom of all the diseases to which the poor are subject—diseases which, generated in the unventilated lodgings of the poor, extend to the mansions of the rich. The sleeping-rooms in a New-York tenement house are only a step above the "Black Hole" of Calcutta. Now, as windows to admit light and air can only be had front and rear, from the street or from the yard, it is evident that the bedrooms, not thus exposed, must be dark and unventilated. The only light and air they have is gotten through openings in the sitting-rooms, themselves, in most cases, crowded and close rooms. And, as the front and back bedrooms belong to different families, and have, therefore, no communication, there is no way for such air as is to be found in the bedrooms to come out, except that by which it got in. There is, therefore, no current of air, no passing-off of air however foul. In some houses the bedrooms adjoining the hall have large windows opening into it; but the hall is itself the center of the house, and is dark and unventilated. It is possible that something might be done to better the air of these wretched sleeping places, by means of flues in the walls or under the floors communicating with the outer air. But even if the difficulty of making such a system of flues work were overcome, and it could be made simple and cheap, instead of complicated and expensive, yet it is almost certain that the tenants would themselves stop up the flues. The few might understand and rightly estimate the importance of keeping them open—the many would do neither. It is be said that the flues should be so arranged that they could not be shut or stopped up, it is replied that this would be impossible, an ingenuity as great as that which invented such a flue, would find a way to stop it up and close it. Indeed, the tenant would feel, and not unjustly, that he had the right to have the means of shutting the ventilation when he thought best to do so. A draft of of cold air which could not be controlled would be an evil often as bad as no ventilation, and one which the tenant would regard as much worse. Nothing then remains but to have the bedrooms with windows opening directly to the outer air, if we wish to have them healthy. But light is as necessary to health as air. Miss Florence Nightingale, in her "Notes on Nursing," gives many examples showing the necessity of light to health, and says that she has observed that sick men in hospitals turn like plants to the light, and seldom turn away from it except to die. Not only light, but sunlight is necessary to perfect health. The statistics of a hospital in Paris have shown that the proportion of deaths was greater in the shady wards than in those which had the sun.

The importance of sunshine is now always taken into consideration in the planning of hospitals, and it is time it were also considered in planning houses. It is very unfortunate that in New-York the streets in which most of the tenement houses are situate run east and west, so that one-half the dwellers in them have never any sunshine in their dwellings from one year's end to another. What wonder, then, at the diseases which abound in these cheerless abodes? Want of decency follows on want of light and want of air. When we remember that, for a house containing from 10 to 20 families, where not only one slovenly family in ten, but one careless person, one sick or mischievous child, can outrage the decency and destroy the comfort of all the others, the wonder is not that tenement houses are not more decent, but that the majority are as decent as they are. The management of the privies in connection with most tenement houses is abominable.

In Summer, when the windows must be open, this nuisance is sometimes almost unbearable. While the families at the back of the house have the stench of the privies, those in the front have one little better from the garbage boxes and barrels on the sidewalk, and the reeking gutters. Decayed vegetable substances and refuse bones, filth, with the scourings of pots and scrapings of plates, are emptied into these barrels, which stand on the sidewalk, there to remain at the discretion of the garbage collectors, often until the barrels or boxes overflow. All the dirty water of all the families in the house is emptied into the gutter before their doors. There it stands, or runs down the street past the other houses. The stench from these gutters in hot weather is even worse than that of the garbage-boxes. Such are some of the nuisances which conflict with decency in the present system of building tenement houses. Where there is neither air, sunlight, nor decent arrangement for living, there can be no comfort. But for the workingman, seeking comfort and rest after his day of toil, there is the bar-room, warm and bright and cheerful, with its floor nicely strewn with fresh sawdust its bar challenging admiration, with its glittering and tempting array, and where the open door does secure a constant supply of air and company. For his wife, there is her home, such as we have just described it to be.

The foregoing details have been written to very little purpose if they have not made it clear not only that the present system of building tenement houses has great evils, for that is admitted on all hands, but the chief of these evils is the want of sunlight and air, and decent means of meeting the necessities of those who live in them. That is an inadequate remedy which does not meet each of these three wants. If, in addition to improved privy accommodations, we could build houses not so deep, and let the bedrooms run through, and have windows in the rear, we should have a very nice healthy house, with only the garbage-box nuisance remaining. But as such a house would only accommodate half as many tenants as one on the ordinary plan, it would, however good as a charity, be very unsatisfactory as an investment.

A lot, say 25 by 100 feet, with such a house on it, would not pay, unless we added a similar house in the rear of the lot. In other words, we must have light bedrooms by cutting the present houses in half, and setting the rear half back some distance from the other. But the houses in the rear would not bring as good a rent as when placed according to the present arrangement. Besides, unless all the adjoining houses throughout the whole block are similarly arranged, the rows, being surrounded by buildings, would be mere wells—sinks for carbonic acid gas, without any draft of air or good ventilation. The sun, too, would be shut out by them, except at midday. Without pointing out all the modifications which such a plan, by greater or less extension, is capable of, and the faults of each, it is enough to state generally that what is needed is that all the living and sleeping rooms of a dwelling should have windows to the open air, and that the air spaces thus required should be open at the ends, so as to secure thorough draft. Now, if the air passage opening on a street at both ends, run east and west the length of a whole block, some space will be needed for it, and both the space and the capital required for building on such a scale would be wasting. But in the upper part of the city there are many vacant lots running through from street to street, though not from avenue to avenue. The distance from street to street is only 200 feet. Without securing a whole block, it would not be difficult to secure such a portion of one as would allow of running short streets for air passages from street to street. These passages being open at the ends, would secure a draft of air through them, and as they would run north and south, they would have the sun in them all day. They would take the place of yards, and thus there would be no loss of space. Yards would not be needed, for the privies could be better placed elsewhere. A clothes-drying flat, say 30 feet by 200 feet, would be afforded by the roof of each house, or rather block of houses. These flats, if surrounded with a high railing, would also afford good playing-ground for the children, and resorts for all the tenants on Summer evenings. They would be to them what their belvideres are to the Italians. But, if thought better, the plan could be so arranged that each alternate air space or street could be railed off at the ends for play grounds for the children. By this arrangement the Summer evening sea breeze would have full course directly through the whole length of the air spaces, while in Winter the force of the prevailing high winds would be broken by the building. To secure thorough ventilation, and the utmost possible amount of sunshine, the houses should be built shallow, so that each tenement may have windows front and rear. And to economise space, the air passages should not be built wider than is just necessary to secure sunlight to all parts of them, particularly to every window at some hour of the day. By some such system of shallow blocks, with free currents of air all around them, it is proposed to erect these tenement houses.

In accordance with these general views, Mr. Potter has submitted to Mr. Stewart three plans, each having its own peculiar advantages. The simplest plan, and that adopted, is that in which three separate tenements are entered by stairs and galleries in the open air. The sun and wind and rain would take care of them for the most part, although from being in plain sight of everybody they are less likely to be neglected or subject to nuisances, than inclosed passages and stairways. Nor would it appear that there is less privacy to dwellings so situated on galleries, than to the dwellings situated on a village street. A great deal of toiling up and down stairs is saved by having a sink and hydrant for water on every story. The laundry tubs divided by slate partitions with space for a basket in front, beneath the tub, so that each woman can do her family washing, unseen by others, have in model lodging houses in England been found of much service. The "lift" is useful for taking furniture and other heavy articles up and down, and might be used for carrying up coal, and carrying down ashes. The "shoot," for garbage (likewise on every floor), is so arranged that the garbage falls directly into a receptacle made for the purpose on the ground-floor. This receptacle is inclosed by a hall, and can only be entered by a door on the sidewalk at the end of each block. No sign of garbage can appear except when this door is opened to admit of its removal, which should be done before daylight in this as in every case. By this plan, the nuisances of garbage boxes on the side walks will be done away with. The sinks on each floor communicating by well-trapped drains, with the street sewers, will leave the street gutters along the sidewalks, clean and dry.

In addition to the conveniences above mentioned, the plan adopted for these tenement houses shows separate bath rooms for men and women, while the bath and water-closets, the laundry, the garbage-shoot and hydrant, designed for the especial convenience of the women, are grouped together at one end of the block, and those for men at the other, where also is placed the lift, which is designed to carry up heavy articles, such as are generally handled only by men. For greater accommodation, there are two stair-cases, one at each end of the block, and by placing the entrance for either sex in a recess adjoining the landing of the stairs, people can come and go without its being apparent, whence or wherefore. This point has more influence than at first sight might be supposed with those proprieties of life, the observance of which promote and accompany self-respect. Each block is to have its cellars divided by their partitions into small compartments, one for each of the families living in the stories above, in which they may store away their coal, wood or provisions. Each compartment has a separate door, by which alone it can be entered, the key of which the tenant keeps. This arrangement supplies a want which is but inadequately met by the exposed and insecure coal and wood boxes which crowd the yards of ordinary tenement houses, and which only hold a very small quantity of either, thus involving many small purchases at dear rates. By the plan of the architect, the cellar is well lighted and well ventilated, and communication with the loft is also provided. In arranging the subdivisions of the separate tenements on the upper floors of one of these blocks, there is room for considerable difference of opinion. Families of different means and various sizes, will, and must want various accommodations, and, of course, the rents must be in proportion to the space occupied. Probably, only experience can determine precisely what arrangements and size of tenement will secure the largest return in proportion to the capital expended and the space occupied. The gallery system is so arranged in the projected tenement houses that it cannot be considered in any wise objectionable. In these places the stairs and every room has its separate window to the street, and the water-closets and the hydrant are in the cellar. The gallery plan, and that without galleries, have each their separate advantages, but both plans would do away with the dark ventilated bedrooms and passages, which are the worst features of the present system.

CIVIL COURTS.

UNITED STATES CIRCUIT COURT.—DEC. 1.—Before Judge NELSON.

SUIT TO RECOVER FOR DAMAGED FREIGHT—OPINION OF JUDGE NELSON.

Oliver Moses et al., agt. Robert B. Boyd, et al.

Nelson, C. J.—The libel in this case was filed upon a charter party to recover a balance of $1,779 27 freight. The charter party bore date 8th July, 1862. The voyage was from this port to Havre, France, of the ship Robert Cushman. The vessel sailed about the 19th August, and arrived at Havre 23d September following. The cargo consisted chiefly of wheat, lard and tallow; the wheat in bulk and also some in bags, was stowed in the hold; a portion of the lard was stowed between decks. The dispute in the case between the parties arises out of damage occasioned to the wheat in the hold by the leaking of the lard between decks, with which the charterers were charged in Havre and paid, and now claim the right to retain the amount out of the freight money, insisting the vessel is responsible for this loss. Some difficulty seems to have existed in the Court below in reaching this question on the pleadings; but, whatever may have been the merits of the difficulty there, it has been remedied by an amendment of the pleadings in this Court, and the question fairly presented. This lard between decks, when delivered at the ship to be taken on board, was badly leaking from the casks, and most of it seemed apparently in an almost liquid state—the weather was excessively hot, so that the hands engaged in the storage had to be frequently relieved, and some days to lie by in the middle of the day. The stevedore who had charge of the loading refused to take the responsibility of placing the leaking casks between decks, from the danger of damaging the wheat below in the hold, and required the direction of the master, who also objected to taking in the cargo, and made his objection known to the charterers. Whereupon, they gave him, in due form, an agreement, before he would consent to the storage, "to pay any damages that yourself (master) or the ship may be subject to, on the discharge of the cargo at Havre. The said damage arising from the lard being stowed between decks and running into the other cargo either in the between decks or in the lower hold."

This we regard as a modification of the charter party, and it has been so treated in the amended libel, and removes the technical embarrassment of the case in the Court below.

It is admitted that the damage to the cargo in question arose out of the leakage of the lard casks. Some were entirely empty and over 300 partially empty, when discharged at Havre, and the lard had dripped through the seams of the deck to the cargo below, heated and damaged the wheat, and spread over the between decks.

It is claimed on the part of the charterers that the between deck was not well and sufficiently caulked, and that if it had been, notwithstanding the leaky condition of the casks of lard, it would not have worked its way to the lower hold, and hence, the ship should be held responsible for the damage; and we agree, if this aspect of the case can be maintained upon the proofs, the decree should be for the charterers, because the guarantee should not be construed as exonerating the ship from being, in all respects, in a seaworthy condition to carry this description of cargo. We have, consequently, looked into the proofs on this point, and though there is some conflict of opinion among the witnesses, we are inclined to think that the weight of it does not sustain the allegation of the respondents. The witnesses who speak of the practice or usage of carrying lard leaking between decks without danger to the cargo below, if the deck is properly caulked, generally qualify the remark, as it respects lard in a liquid state in the casks, which, as is apparent from the proofs in this case, was the condition of a considerable portion of it when stowed; and as the weather continued hot throughout nearly the whole of the voyage, this state of the lard must have increased rather than diminished. Indeed, the state of the casks when discharged, and of the between decks, is put on board the vessel, which led the stevedore and master to object to it as not fit to be shipped. And the fact that the charterers, instead of insisting upon their right under the charter, chose to modify it as respected the particular article, leaves an implication of its unfitness.

Some question was made upon a clause in the charter party stipulating that the vessel should be consigned to the charterer's friends in Havre, and which was consigned accordingly to the house of J. Barb & Co. This house received the bills of lading and collected the freight, and paid over to the master the amount due, excepting the balance in dispute. They obviously regarded themselves as acting in the interest and for the benefit of the charterers, and we cannot agree that the payment by them of the damages at Havre was a payment as agents of the ship, so as to conclude the owners. They dealt with the freight moneys not only as the friends but as the agents of the charterers, as is apparent from the accounts between the two houses.

We think the Court below erred, and that the decree should be reversed, and a decree entered for the above balance.

UNITED STATES COMMISSIONER'S OFFICE.—DEC. 1. Before Commissioner NEWTON.

Before Commissioner WHITE.

ALLEGED DEALERS IN "QUEERS."

U. S. agt. Wm. Gallagher and Joseph Gordon.

The accused were charged by a detective of the Secret Service Division of the Treasury Department with having sold to him eleven $100 counterfeit national currency notes, purporting to be issued by the Central National Bank of this City. They offered them, it is alleged, to the detective (thinking he was a "shover") at thirty cents on the dollar, but finally agreed to take twenty-five cents on the dollar. The counterfeits are newly issued and excepting a dull appearance, are likely to deceive. The accused were committed for examination to-day.

SUPERIOR COURT—SPECIAL TERM—DEC. 1.—Before Ch. J. ROBERTSON.

FORFEITED LIFE INSURANCES—THE REBELLION NO EXCUSE FOR FAILING TO PAY THE YEARLY PREMIUMS.

John O'Reilly agt. the Mutual Life Insurance Co.

The plaintiff in this case insured his life with the defendants. At the outbreak of the Rebellion he was residing in Alabama and was unable to pay the premiums directly to the defendants, but paid it to their agent, McCoy. In 1865 he offered to pay them the premium for that year, but the defendants refused to receive it on the ground that the policy was forfeited through non-payment of the premiums. In 1866 the plaintiff tendered the premiums for the previous five years, which was refused, when the plaintiff brought suit to have the policy declared valid and binding, and that he may be reinstated in respect to his rights thereto. The company was a Mutual Company.

The defendants demurred to this complaint that the Court had no jurisdiction, and that the facts did not constitute a cause of action.

The Court has rendered a long opinion, in which, after suggesting that probably there is no relief which can at present be granted to the plaintiff, and that it is doubtful whether the Court can relieve at all in the circumstances, it holds that the facts are not sufficiently stated, and gives judgment on the demurrer, with leave to amend.

SURROGATE'S COURT—DEC. 1.—Before Surrogate TUCKER.

The wills of the following deceased persons have been admitted to probate in this county: Ogden M. Rogers, Charles Canda, Ole Peterson, Jane E. Watson, Robert McNair, Frank G. Q. Umsted, Mary A. Sportsman, Bennett Chrestman, Hannahette Messerve, Barbara Rohrbacker, Chas. A. Heckscher, Abraham D. Clement, Ernest Richter, M. Nicholls.

Letters of administration on the estates of the following deceased persons have been granted: Carston Koopman, Chas. O'Brien, Oscar Teed, Honora Hays, Catharine Moore, Elizabeth Steinle, Abraham Noltzee, Susan Carey, William H. Dolson, Rachel Kicley, Michael O'Brien, Marcus A. Rogers, Ossien E. Wendell, Elijah Fisher, John Hughes, Henry Erfort, Samuel Morgenthau, Jacob Hildebrand, Philip Sanger.

Letters of guardianship have been granted to the following persons: Andreas Muller, guardian of Sophia O. J. Kreeke; Henry Strachte, guardian of Catharine Steinte; Alice Scott, guardian of John Walter Scott; John Sperling, guardian of Henry Stephenson; Wm. J. Bollaker, guardian of George Erfont; Nathan Heiman, guardian of Henry, Daniel and Zelina Morgenthau; Christina Sanger, guardian of Philip and Tata Sanger.

COURT OF COMMON PLEAS—DEC. 1.

The clerk gives notice, that it will be necessary to re-number the General Calendar of Issues of fact after the December term, 1866. Lawyers are notified that the cases on the calendar will retain their relative positions thereon for the year 1867—and requests that notice be given of all cases that have been discontinued, settled, referred or otherwise disposed of, and not so marked on the calendar.

SUPREME COURT—CHAMBERS—DEC. 1.—Before Mr. Justice SUTHERLAND.

DECISIONS.

J. R. Palmer agt. Paul Cockshaw.—Motion granted. Order to be settled on notice.

In re the Receivership of the General Mining Insurance Company.—Motion granted and reference ordered.

Hirsch agt. Ollive.—Complaint dismissed. Judgment for plaintiff with costs.

Oscar F. Compton agt. Henry Barden, et al.—Motion denied, with $10 costs to abide the event of the action upon the plaintiff giving a written stipulation to admit certain matters on the trial as stated in the affidavits.

In re John Reilly, receiver.—Motion granted.

A. C. M. Pennington et al. agt. George W. Chapman.—Motion for leave to renew motion denied without costs.

H. H. Misange agt. John T. Lord et al.—Motion denied with $10 costs, the plaintiff to abide the event of the action.

In re the Committee of George Harrison.—Report confirmed and order granted.

Manuel Laprey agt. D. M. de Laprey.—Report confirmed and judgment of divorce granted.

The People, &c., Joseph P. Claney agt. Metropolitan Board of Health.—Motion denied without costs.

R. Lefferts agt. James C. Brevoort.—Report of Referee confirmed and judgment ordered.

Dry Dock, East Broadway and Battery Railroad Company agt. the New-York and Harlem Railroad Company et al.—Order settled.

Sarah St. John agt. Newton H. St. John et al.—Reference ordered to ascertain facts, &c.

In re. the application on behalf of Sarah L. Westerfield et al. —Motion granted.

John Kane agt. G. L. Walker.—Motion denied, with $10 costs, the plaintiff to abide the event of action.

John H. Frochligh agt. Nor. & N. Y. Trans. Co.

In re. Wm. H. McIlveen agt. The Controller of the State, &c.—Motions granted.

Jonas D. Lamson et al. agt. Judah Lamson et al.—Report of referee confirmed, and order granted.

John R. Walker agt. Mary Walker.—Judgment of divorce granted.

Wm. H. Robinson agt. Henry Babcock.—Motion to continue injunction denied, and temporary injunction vacated, with $10 costs, to abide event of action.

A. C. M. Pennington et al. agt. Geo. M. Chapman.—Motion granted.

Olif Abell et al. agt. Moses Samelson.—Motion denied, with $10 costs.

Before Justice BARNARD.

Jeremiah Beale et al. agt. L. B. Brasher.—Motion to vacate order of arrest denied.

Wm. R. Griffiths agt. Thos. A. Scott et al.—Injunction dissolved, with $10 costs.

THE COURTS FOR DECEMBER.

The last month of the year is one of the busiest in the Courts. The Supreme Court holds three circuits, presided over by Mr. Justice Barnard, Mr. Justice Clerke, and a Judge from another District. The Special Term for the hearing of enumerated motions will also be held by a stranger. The Special Term and Chambers business is assigned to Mr. Justice Ingraham. On Wednesday the General Term will meet for the rendering of decisions and for the admission of such law students as shall have satisfied the committees on attainments and character of their competency to the privileges and dignities of attornies and counselors of the Court. The Superior Court will hold its usual terms. Two Trial Terms, presided over by Justices McCunn and Monell, a Special Term held by Justice Robertson, and a General Term to be held by the remaining Justices, who will also attend to Chamber business. The Common Pleas has two trial terms, Judges Daly and Brady presiding. Judge Cardozo holding the term for *separate* motions and issues of law. The Marine Court and District Courts will continue as usual.

The United States District Court will be held by Judge Benedict, and the United States Circuit Court by Judge Smalley.

It is almost impossible to predict anything with regard to cases to be tried. Cases that are on the calendar go off for so many reasons that a prediction, however well-founded, is in two out of three cases falsified. All that can be said is that the libel suits of Mr. Marestek against *The Sunday Mercury* are still pending, the quarrel among the Atlantic Co.'s stockholders yet unsettled and the question of what constitutes a man of color raised in the case of Darnall not yet tried. This latter case, it is stated, will not be ready for trial till January next. With regard to what has been done we can speak with more certainty. The Jimel will case has been disposed of by a trial under certain stipulations which made it merely formal and resulted in the defeat of the will. Judge Betts has rendered a long opinion in the Meteor case, reaffirming the former decision of our Courts as to the duties of neutrals and deciding the Meteor to have been in violation of those duties. The courts generally have been hard working and an unusual pressure has been brought to bear by them for the dispatch of business. The juries, too, during the last month were more prompt and more easily obtained than has been the rule. The Chambers room of the Supreme Court, utterly unfit for the immense amount of business coming to it, has been crowded from day to day throughout the term with lawyers gasping for a share of the twice and thrice-breathed air. The crowds that till this room duly prove that the sacrifice of health to duty is not yet a lost virtue, but such a sacrifice would seem hardly necessary in view of the sums given by the city for the dispensing of justice. It will be seen by notices printed elsewhere that new calendars are to be made up in the State Courts for next month. There are enough cases, however, undisposed of on the old calendars to occupy the Courts during the month and have something over.

NOTICE TO THE BAR.

UNITED STATES DISTRICT COURT.

Judge Betts will call the jury calendar on Tuesday morning, December 4, for the assignment of causes. No Admiralty causes will be called or assigned.

COURT CALENDAR—THIS DAY.

SUPREME COURT—CIRCUIT.

PART I.—Held by BARNARD, J.—Over and Terminer.—Court opens at 10 o'clock a. m.

Nos.	Nos.
872—Nichols agt. Kelly.	2301—Wyman agt. Birch.
903—Same agt. Same.	2273—Baring agt. The Im. Fire Ins. Co.
675—Kinne agt. Ford.	
1805—Hutchinson agt. Allen.	1065—Hartman agt. N. Y. San. and Cham. Comp. Man. Co.
743—Chasebrian agt. Salsbury.	
923—Benton agt. Myers.	2296—Mark agt. Gage.
2132—Bernhardt agt. Hanman.	2249—Meade agt. Keen.
2061—Genet agt. Howland.	1637—Carey agt. Schutzer.
1571—Foster agt. Willard.	1693—Stephens agt. Donaldson.
850—Bourke agt. Kelly, Sheriff.	2564—Hartley agt. James.
1579—Del Banco agt. Faulkin.	2457—Wardell agt. Dillon.

Part II.—Held by CLERKE, J.—Court opens at 10 o'clock, a. m.

Nos.	Nos.
542—Bennett agt. Ross.	1532—Kenty agt. Ninth-ave. R. R. Co.
2106—Hirchard agt. Smith.	1576—Richardson agt. Clark.
1820—McGearty agt. Pottigrew.	1576—Watkins agt. Leonard.
1694—Kuber agt. Carpenter.	1578—Same agt. Same.
532—White agt. McCleas.	1582—Trowelin agt. DeGoer.
538—Man. Oil Co. agt. Camden & Amboy R. R. Co.	1626—Warmbsun agt. McComack.
679—Campbell agt. the Mayor &c.	1626—Crawford agt. Meyer.
1964—McCready agt. Johnson.	1678—Guerber agt. Wolf.
1327—Dyer agt. Otis.	1699—Martin agt. Spatz.
1546—Allen agt. Allen.	1692—Graham agt. Barney.

Part III.—Held by ——, J., at No. 73 Duane-st.—Court opens at 10 o'clock a. m.

Nos.	Nos.
1254—Rexford agt. the Seventh-ave. Railroad Co.	1074—Same agt. The Int. Fire Ins. Co.
1469—Anderson agt. Smith.	1481—Venolet agt. Pinckney.
505—Iselin agt. Bushley.	2495—Griffith agt. Jacobs.
341—The J. Bank agt. Dubois.	2334—Hale agt. Gritton.
1069—Duesenbury agt. The Lex. F. Ins. Co.	1177—Ryder agt. The Com. Fire Ins. Co.
1079—Same agt. The Globe F. Ins. Co.	1589—Windmecker agt. Green.
1071—Same agt. The Cort. F. Ins.	1596—Findenberg agt. Habor.
1072—Same agt. The K. Co. F. Ins. Co.	1597—Hatosin agt. The Cof H'klyn.
1073—Same agt. The P. F. I. Co.	1607—Phelps agt. Narron.
	1611—Weston agt. Wadsworth.
	1615—Bloomfield agt. Storman.

SUPREME COURT—SPECIAL TERM.

Held by ——, J., at No. 73 Duane-st.—Court opens at 10 o'clock a. m.—Demurrers.

Nos.	Nos.
5—The Farmers' and Citizens' Nat. Bank agt. Gerner.	15—Lockwood agt. Wood.
6—Bourdon agt. Pinkerton.	17—The Ind. Ins. Co. agt. The Board of Supervisors.
7—Hunt agt. Hunt.	21—Carman agt. Penn.
8—Halbrook agt. Taylor.	22—Bates agt. Mariel.
9—Pendergast by Guardian, &c., agt. The Em. Inv. Sav. Bk.	23—Denham agt. Gebhard.
10—Hoke agt. Barker.	24—Osgood agt. Green.
11—Taylor agt. The Quicksilver Mining Co.	25—Dugan agt. McDermott.
13—Simons agt. Conner.	26—Van Brunk agt. Thom.
	27—Steed agt. The Royal I. Co.
	28—Turner agt. Hansen.

Issues of law and fact.

Nos.	Nos.
173—Smith agt. Thomas.	174—Williams agt. Hay.

SUPREME COURT—CHAMBERS.

Held by INGRAHAM, J.—Court opens at 10 o'clock a. m. The following is the First Monday motion calendar.

Nos.	Nos.
1—The Market National Bank agt. Stocker.	61—Kiefer et al. agt. Levy et al.
2—Osgood agt. De Groot.	62—Preston agt. Moore.
3—Same agt. Willis.	63—Same agt. Same.
4—Horan agt. Akin.	64—In re the petition of Wiesler et al.
5—Hall agt. McDonald.	65—Freeman agt. Dakin et al.
6—De Ecomes agt. Roger.	66—The People ex rel. Burgess agt. Bell.
7—Kehoe agt. Newman.	67—Silberstein agt. Simons.
8—Blake agt. Bennett.	68—Hall et al. agt. Merwin.
9—Neven agt. Dennhart.	69—Young agt. Rolt, jr.
10—Wild agt. Duncan.	70—Berren agt. Patterson.
11—Nolan agt. Hazzar.	71—Boller agt. Singham.
12—Read agt. Fitzgerald.	72—Schepmer agt. White.
13—Read agt. Grant.	73—In re. The Inter. Fire Co.
14—Hagerty agt. Mooney.	74—Bessels agt. Wakefield.
15—Hagerty agt. Plass.	75—Lissman agt. Lessels.
16—Cornett agt. The N. L. Pot. Co.	76—Murstage agt. Conway.
17—Constant agt. stivers.	77—In re. Lavarige agt. The Mayor, &c.
18—Sanendahl agt. Perrel.	78—In re. Dougherty agt. The
19—Law agt. Story.	79—Leach agt. Weeks.
20—Gostebergt agt. Corwin.	80—Wright agt. Comstock.
21—Murphy agt. Lomax.	81—In re. the app. of Davis to revive suit of Davis agt. Gregory.
22—Same agt. Same.	82—Reeds agt. Wakestein.
23—Livingston agt. Van Ness.	83—Jeffray agt. Strauss.
24—Roger agt. Hattemer.	84—Pelton, Rec'r, agt. Prescott.
25—Young agt. Williams.	85—Jeffray agt. Reedal.
26—Donnan agt. Sanzs.	86—Galloway agt. Stephens.
27—Colgate agt. Curtis.	87—Havemeyer agt. Schofield.
28—Eaven agt. White.	88—Hilton agt. Nies.
29—Perfect agt. Wright.	89—Schulten agt. Addison.
30—Fisher agt. Reed.	90—Sutton agt. Bird.
31—Wright agt. Hilton.	91—Price agt. Price.
32—Green agt. The D. S. Mine, &c.	92—Fisk, jr., agt. Harriott.
33—The N. Y. Lead Co. agt. Lockwood.	93—Johnston agt. Gen. Silver Min. Co.
34—Comstock agt. Peck.	94—Johnston agt. The Russell File Co.
35—Savage agt. Fike.	95—In re the Wolf'sville Ins. Co.
36—Lester agt. Spofford.	96—Hammon agt. The R. & J. R. R. Co.
37—Ostray agt. Reimer.	97—Spicer agt. Levy, et al.
38—Scholtz agt. Clark.	98—Johnston agt. The Cen. Un. Min. Co., et al.
39—Posey agt. Lawton.	99—Field agt. Sudiff.
40—Wotherspoon agt. De Wolf.	100—Bradstreet agt. Church.
41—In re The Wall-st. Ins. Co.	101—Daniels agt. Marshall, et al.
42—Van Schaick agt. Whitney.	102—Guest agt. Amy.
43—Palmer agt. Cockshaw.	103—Smith agt. Jenks, et al.
44—The Irving Nat. Ba. agt. Smith.	104—Bailey agt. Bailey.
45—Hall agt. Herlman.	105—In re. the petition of Advance for app. of an umpire.
46—Good agt. De Lavalette.	106—Fitch agt. Andrews, et al.
47—Hagerty agt. Mooney.	107—The B. & Ohio R. R. Co. agt. Baker.
48—Savage agt. Kane.	108—Clarke agt. Smith.
49—Pettinger agt. Pottington.	109—Iselin agt. Elias.
50—Palmer agt. Cockshaw.	110—Haley agt. Catron, jr.
51—Plume agt. Munn.	111—Taylor agt. Catron.
52—Brown agt. Gregory.	112—Sance agt. same.
53—Schwabine agt. Dallon.	113—Spitzer agt. Levy, et al.
54—Dale agt. Winston.	114—Wadl agt. Maivany.
55—Wright agt. Winston.	
56—Dale agt. Winston.	
57—Wright agt. Winston.	
58—In re Halden agt. Fine.	
59—Shepard agt. Danforth.	
60—The People ex rel. Sanborn agt. Tyng.	

[The balance of this calendar will be published on Wednesday morning.]

SUPERIOR COURT.

PART I.—Held by BARNARD, J.—Court opens at 11 o'clock, a. m.

Nos.	Nos.
2567—McIntyre agt Dayton.	2703—Bellows agt. Folson.
2771—Casey agt. The Mayor, &c.	2705—Niemister agt. John.
1961—Coulus agt. The Same.	2709—McNaly agt. Raymond.
2081—Rice agt. Spear.	2653—Ireland agt. Delavan.
2545—Sarnes agt. Graham.	2631—George the Count Johannes agt. Fisk.
2389—Barrows agt. Brinck.	2757—Lynch agt. McDonald.
2515—Wilson agt. Jewett	2611—Jones agt. Greene.
2690—Hanman agt. Kytings.	Court opens at 11 o'clock a. m.

PART II.—Held by JONES, J.—

Nos.	Nos.
2410—Ryan agt. Henry, jr.	2559—McCallum agt. The Arctic Fire Insurance Co.
2392—Gafney agt. Dougherty.	2576—Tayler agt. Ketchum.
2692—Schriefer agt. Forty-second-st. &c., R. R. Co.	2848—Patterson agt. Townsend.
2966—Fisher agt. Gilmour.	2778—Migel agt. Muner.
2956—McCarthy agt Duryea.	2630—Callaghan agt. Kellogg.
2935—Doyle agt. Hickock.	2424—Smith agt. The Mayor.
2646—Fernald agt. Clobetty.	2826—White agt. The Same.
	2846—Gestel agt. The Same.

COURT OF COMMON PLEAS.

PART I.—Held by DALY, J.—Court opens at 11 o'clock a. m.

Nos.	Nos.
1556—Waterbury agt. Shipman.	1603—Harman agt. Keyes.
1543—Van Dyke agt. Hatch.	1737—Phillips agt. Sullivan.
693—Abernethy agt. Bird.	525—Paine agt. Church.
1652—Anderson agt. Birch.	1657—De Corte agt. Burgess.
1690—McGerrahan agt. Waters.	1288—Reynolds agt. Secor.
1396—Moran agt. The P. Bk. of N. Y.	1698—Hyde agt. Van Valkergh.
1697—Dalton agt. Taylor.	1640—McCune agt. Converse.
	1176—Phillips agt. Bowley.

PART II.—Held by BRADY J.—Court opens at 11 o'clock a. m.

Nos.	Nos.
1117—Whalpley agt. Silberscmidt.	1904—Whitney agt. Hayden, jr.
1750—Schwaman agt. Seaman.	1905—Holmes agt. Brundage.
1816—Maynagh agt. Schapp.	1906—Gunning agt. Turner.
1626—Devlin agt. the U. S. Warehouse Co.	1907—Dunlap agt. Freeland.
297—Barker agt. Stocher.	1908—Lowrey agt. Lawrence.
1817—Masterson agt. Keiner.	1909—American National Bank of New-York agt. Chapp.
1041—Porters agt. the Third-ave. R. R. Co.	1916—Jones agt. Com. Ex. Ins. Co. of New-York.
1725—Brady agt. Lamb.	

MARINE COURT.

Held by HEARNE, J.—The calendar will be called at 10 o'clock a. m.

Nos.	Nos.
1—Reed agt. Sheridan.	11—Mason agt. Williams.
2—Edgerton agt. Haddon.	12—Mendleson agt. Baner.
3—Sherwood agt. Taylor.	13—Morman agt. Brever.
4—Metzler agt. Schneider.	14—Cooper agt. Hart.
5—Newman agt. Becker.	15—Chase agt. Williams.
6—Willis agt. Rodefeldt.	16—Ritter agt. Livinston.
7—Sanger agt. King.	17—Stilwell agt. Underhill.
8—Beebe agt. Hedger.	18—White agt. Horst.
9—Campbell agt. Shaw.	19—McKenna agt. Brogden.
10—Brandt agt. Shears.	20—Shay agt. Cohen.

SURROGATE'S COURT.

Before Justice TUCKER.

The Surrogate will call the following calendar of