CIVIL COURTS.

UNITED STATES CIRCUIT COURT—Dec. 7.—Before Judge SHALLER.

AN ALLEGED EXCESSIVE IMPOSITION OF DUTIES.

Bankhardt & Sutton agt. Augustus Schell, Collector, &c.

This is one of a very numerous class of cases in which the United States Collectors of Customs at this port are charged with exacting excessive duties. Plaintiffs also to recover about $8,000, which they allege is the amount exacted from them by Custom-House officials, in excess of the regular and legal duties on certain articles imported by them.

This amount, it seems, was claimed by the Government on the ground that, in imposing ad-valorem duties on imported goods, it was intended by the law that the value of the goods should be computed by adding to the original cost the additional cost of transportation from the place in which the goods were purchased to the place from whence they were shipped, including all expenses of commission, drayage, etc., etc. This construction of the law was been resisted by numbers of importers, who have paid the duties exacted under protest, insisting that the duty should only be levied on the actual cost of the goods at the place where bought.

The plaintiffs in this suit paid the duties, exacted, under protest, and bring this suit to recover the amount so paid. It is claimed by the U. S. District-Attorney that the plaintiffs are barred by the statute of limitations from bringing suit in relation to some of the articles imported by them. A Custom-House officer was called as a witness for plaintiffs, and produced three entries of invoices (there are about 500 altogether) consigned to plaintiffs, for the purpose of proving the amounts paid for duties. On the District Attorney objecting to this kind of evidence for the reason that the evidence of the witness would not be conclusive, unless all the entries were produced in Court, it was finally agreed that the case should proceed, and, at its conclusion, the entries, for the purpose of ascertaining damages, if necessary, should be referred to the Clerk of the Court to take testimony. The case is still on.

It seems that in all the previous suits of this nature, the reporters have obtained a reimbursement of the alleged excessive duties, but the District-Attorney is determined to have this case thoroughly examined in relation to the point at issue, thus making it a test case and preventing any further litigation, by having the vexed question settled.

Ex-United States District-Attorney, E. Delafield Smith for the plaintiffs; United States District-Attorney, Samuel G. Courtney and Assistant United States District-Attorney, Ethan Allen, for the Government.

UNITED STATES DISTRICT COURT—Dec. 7.—Before Judge BETTS.

SUIT AGAINST ONE OF THE YACHT SQUADRON—THE SCHOONER VESTA LIBELLED.

The crew of the yacht Vesta, one of the fast fleet of "Yankee" yachts about to race across the Atlantic, was discharged on the ground that, through their unseamanlike conduct the Vesta was run aground on the West Bank, near Staten Island, and seriously injured. The men, not seeing the matter in that light, have libelled the vessel through their counsel, Mr. John Lanktree, and claim wages for the whole voyage, for which they had shipped, alleging that the vessel grounded through no fault of theirs, but on account of not being provided with a pilot, as she should have been, being of sufficient tonnage to require one, under the law. The Vesta is owned by Mr. Peter Lorillard. It is possible that she may have sustained sufficient injury to render her contemplated voyage unsafe, but whether this is the case or not, it is almost certain that she will be bonded to await the issue of the suit. It is considered probable that the suit may not be prosecuted to a final issue in Court, but that the parties interested will settle it by a compromise.

UNITED STATES COMMISSIONER'S OFFICE—Dec. 7.—Before Commissioner BETTS.

ALLEGED PRESENTATION OF A BOGUS BOND—SPICY TESTIMONY OF A WITNESS.

United States agt. James Coddington.

The defendant was charged with having in connection with one Archibold, made a bogus bond as security for the payment of the internal revenue tax by a tobacco manufacturer named Rennie, who had taken out a license and represented to the collector of his district that he could present adequate bondsmen in the persons of defendant and another man named Archibold. The collector having notified these sureties to appear before him and execute the bond, and they not wishing to become liable, obtained two men named Shove and Andrews to appear and personate them. The fraud having been discovered, Shove was arrested and lodged in Ludlow-st. Jail. Not relishing his quarters, he made a complaint against defendant and Archibold, and defendant was arrested and Shove permitted to turn State's evidence. The following is his evidence:

Charles Shove—Resides at No. 347 East Twenty-first-st., and work at No. 77 Robinson-st.; have known defendant two or three months; (bond shown witness); have seen this bond before at No. 73 or No. 83 Cedar-st., at the Collector's office; first saw it there some time in October last; cannot tell the date; on the day I first saw it I had a conversation with Coddington in reference to it at the corner of Liberty and Nassau-sts.; the conversation I had was more particularly with Archibold; defendant was present and, I suppose, could have heard it; defendant joined in and we all conversed together; Archibold wanted me to go and personate him in the executing of a bond; he told me the bond was all right, and he wanted me to go around there and personate him; that he did not want to go around; defendant said it was all right and that everything was fixed up, but that they did not want to go around there; the reason, they said, they did not want to go around there was that the Collector had sent for them, and they did not wish to go there for fear he might know them; that was the substance of the conversation; I went around and personated Archibold and then came away; I received payment for my services from Archibold, $15; the same day he gave me $10, after I came back, in front of No. 77 Nassau-st.; defendant was not present; Rennie accompanied me to the Collector's office; a man named Andrews went in company; Andrews represented the other surety; saw Andrews that day in communication with Archbold and defendant; we four met together, and the conversation turned upon this job; they told me that Archibold and defendant were on a bond together, and employed me to personate Archibold and employed Andrews to personate the other party, which was Coddington, as I understood it; Archibold told me, while we were together, and defendant could hear, that his own name was on, and that Coddington was on by the name of Harrington; defendant gave a card to Andrews with the directions on it, "J. Harrington;" there was some residence on it, I don't remember what; when I was in jail defendant came to see me; told him what I was there for; he said he would try to get me out; told him I thought he had sent me there; he said he did not.

Cross-examined—This bond was not produced when we had the conversation, nor at any conversation with defendant; did not write the name of Archbold to the bond, nor see it written, nor see any of the names written; am not a subscribing witness to it; the conversation was in a saloon; heard defendant say that Andrews was to represent him, and that I was to represent Archbold; do not think I stated that I would know the man Rennie if I was to see him again; he was sworn and paid for the license; made up my mind that Coddington had got me put in jail, and I made this charge against him; when I get into a scrape I am bound to get out of it if I can; considered I had committed an offense and I was bound to save myself; made up my mind that if I made an affidavit against them, ahead of any being made against me, they would have to save me to save themselves.

The farther examination was then adjourned to the 15th inst.

Before Commissioner OSBORN.

AN OBDURATE WITNESS SURDUED.

A case was reported in yesterday's TRIBUNE of a witness in an examination before Commissioner Osborn, named Frank Stewart, alias Godwin, who was twice committed and imprisoned for contempt of Court for refusing in the most impertinent manner to answer questions which were put to him, and which the Commissioner decided were proper and must be answered. This morning, having slept over the matter, he took a sober, second thought, and not only answered the question, which he had said no man could make him answer, but also professed his willingness to answer all questions of any kind whatever that might be asked him.

SUPREME COURT—GENERAL TERM—Dec. 7.—Before Justices BARNARD, CLERKE, and INGRAHAM.

STREET OPENINGS.

The Corporation Counsel made application to confirm the report of the Commissioners of Estimates and Assessments for the opening of Seventy-third-st., and there being no objection, the papers were submitted.

A similar application was made for the opening of One-hundred-and-fourteenth-st., from Eighth-ave. to the Hudson River.

Mr. Mathews, in behalf of the directors of the New-York Hospital, objected on the ground that by the act passed in April, 1866, this street was included among those which required the assent of the Central Park Commissioners before the same could be opened or any action be taken thereon.

After consultation, the Court decided to let the matter stand over until January, when the consent of the Park Commissioners could be obtained.

SPECIAL TERM—Dec. 7.—Before Justice MULLIN.

STOCK TRANSACTION—VERDICT SET ASIDE.

Samuel Tyler agt. William G. Ford and Suit.

This action was tried before a jury on the 27th of November. The plaintiff claimed to recover from defendants the sum of $6,000 damages by reason of an improper sale of 200 shares of Cumberland Coal stock which defendants had made on account of the plaintiff's margin being exhausted. The jury brought in a verdict for defendants.

This was the motion to have that verdict set aside and a new trial granted to plaintiff, on the ground that the jury disregarded the evidence and the law is laid down by the Court.

The case was argued by Mr. Bennett for the motion, and by Mr. Hayes for the defendants.

The Court decided to set aside the verdict and to grant the plaintiff a new trial, and remarked at the same time that the verdict as rendered was a very extraordinary one.

Before Chief-Justice ROBERTSON.

DECISIONS.

Jennie Richardson agt. Susan Storms; José M. Nuney agt. Solomon Migel; Henry Elsner agt. Henry Blumenthal.—Motions granted.

Hugh Toppin agt. Wm. F. Holcomb.—Motion granted and commission issued.

Nicholas McCormack agt. Robert H. Ober et al.—Motion granted, and cause referred to a referee, &c.

Jerome B. Fellows agt. Moses W. Broadwell.—Motion granted without costs.

Alice Foster agt. John Foster.—Motion granted and cause referred to a referee.

James Devine agt. Frederick P. James et al.—Complaint dismissed, with costs.

SUPERIOR COURT—TRIAL TERM—Dec. 7.—Before Justice MONELL.

A WIDOW RECEIVES $750 AS DAMAGES FOR HER SEDUCTION.

Mary Ann Gafney agt. Felix Doherty.

This case reported in yesterday's TRIBUNE was resumed, and after the summing up and charge of the Court, the Jury rendered a verdict for the plaintiff for $750.

Before Justice MCCUNN.

LIABILITIES OF AGENTS OF VESSELS FOR STEVEDORE'S BILLS.

Michael R. Wilson et. al. agt. James C. Jewett et. al.

This action was brought to recover a stevedore's bill of $626 50 for loading the bark Mary Schofield, in March, 1865. The plaintiffs claimed that they loaded the vessel at the request of the defendants, who promised to pay the bills, never disclosing the names of the owners who are said to be residents of Halifax. The defendants denied their liability and denied any promise to pay the bill. They also averred that they were only ship brokers, boarding the vessel for the owners on a commission of five per cent, and that they had never collected their commissions.

The Jury, without leaving their seats, rendered a verdict for the full amount claimed with interest, to which the court added an allowance of five per cent.

Emerson & Goodrich for plaintiffs. J. K. Hill for defendant.

COURT OF COMMON PLEAS—Dec. 7—Before Judge DALY.

ANOTHER REMINISCENCE OF THE WAR.

Michael Mulhall agt. Peter Butterly.

The plaintiff set forth in his complaint that he was arrested in the store of the defendant in October, 1864, by a person who represented himself to be a U. S. Provost-Marshal of Newark, N. J., the charge being that he had taken men from New-York and enlisted them in New-Jersey. The plaintiff alleges that he was much alarmed at the arrest, and by the advice of the defendant gave the supposed Marshal $100 to allow him to escape; that by the advice of the defendant he kept himself secreted for several days, to the great damage of his business.

He also alleges that the order on which he was arrested was a forged one, drawn up and signed by the defendant for the purpose of extorting money from him. One of the witnesses (Mathew Coyle) who was called for the plaintiff testified that he had been employed by the defendant in the transaction to procure the bogus arrest of the plaintiff. The witness also, in answer to a question by the Court, stated that he is now in the employ of the United States Government as inspector of the Eleventh-st. distillery, having been recommended to that position by one Mathew Greene.

The case at this point was adjourned over until Monday morning.

M. F. Foster for plaintiff. F. H. P. Bryan for defendant.

Before Judge BRADY.

INTERESTING TO TENANTS.

William H. Paine agt. Henry Church.

The defendant in this case having rented the premises No. 9 Murray st. from the plaintiff, put in certain fixtures. Upon leaving, he alleges that he left these fixtures at the request of the plaintiff in order to facilitate the re-letting of the store; that when the store was re-let he received an allowance for the fixtures. When the next tenant left the defendant wished to remove the fixtures and did so.

The plaintiff now brings suit for the damage inflicted on the premises by such removal. The plaintiff also claims that the fixtures removed by the defendant were not those put in by him, and also that if they were they became a portion of the premises, and the defendant had no right to remove them to the damage of the building. Case still on. Royal J. Crane, for plaintiff; Jonas M. Phillips, for defendant.

Before Judge CARDOZO.

DECISION.

Schwarzwaelder agt. Hansen.—Order granted.

CIRCUIT—Dec. 7.—Before Mr. Justice BARNARD.

INDIVIDUAL LIABILITY OF STOCKHOLDERS—A PETROLEUM COMPANY AND ITS SECRETARY.

Franklin C. Hovey agt Ebenezer Residieton.

This action was brought against the defendant as a stockholder of the Mineral Point Petroleum, Coal and Iron Company to charge him with a debt of the Company due to the plaintiff as its Secretary and book-keeper, the plaintiff having got a judgment against the Company and issued execution which had been returned unsatisfied. Plaintiff seeks to charge defendant with personal liability for the payment of servant's wages under the 18th section of the act of the Legislature, under which the Company was incorporated, passed in 1848. It appeared that plaintiff's salary was fixed at $2,000 per annum, upon which the Company had paid him $675, and the judgment was for the balance.

Defendant denied the contract, and claimed that the services actually performed were merely nominal and of no particular value, and that the position was a mere sinecure.

The jury found for plaintiff for $1,519 47, the amount claimed, and the Court granted an allowance of five per cent.

Sheldon & Brown for plaintiff; Sullth & Woodward for defendant.

CHAMBERS—Dec. 7—Before Mr. Justice INGRAHAM.

DECISIONS.

Edward S. Jaffray et al. agt. Moses Strauss.—Motion granted on payment of costs of defendant, and judgment and $10 for this motion, the judgment to stand as security; Alfred Field et al. agt. Isaac L. Hunt et al.; James Waters agt. Lydia S. Waters; Moritz Biscle agt Gottlieb Wakerlin.—Motion granted.

Before Justice BARNARD.

Henry J. Good agt. A. M. De Lavalette.—Reference ordered to hear and determine.

Before Mr. Justice SUTHERLAND.

WHEN CAN AN ORDER FOR THE DISCOVERY OF A COMPANY'S BOOKS AND PAPERS BE GRANTED?

A Nevada Silver Mining Company.—William E. Johnston agt. The Consolidated Silver Mining Company and Thomas F. Gould.

This action, before reported in THE TRIBUNE, was brought to restrain the Company from issuing certain stock to the defendant, Gould, to cancel certain stock, alleged to have been issued to corporators without compensation, and to secure a lien to the plaintiff on the mining property of the Company to the extent of his claim. His complaint set out that he had delivered to Gould for a nominal consideration, but really as an agent or trustee, to dispose of them for his benefit a deed of ten mines in Nevada valued by him at $50,000; that a Company was formed, under the above title, in New-York, with a capital of $5,000,000, on the basis of these and other mining interests held by Gould; that part of the stock was delivered to the corporators for no consideration, part sold producing about $500,000, and the greater part set apart to Gould in payment for the mines, &c.; that the officers (Gould being Secretary) got large salaries; that the plaintiff, in presence of the officers of the Company, had conversations with Gould, at which he was put off with promises; that Gould has lately gone to Nevada, without settling the plaintiff's claim; that not knowing the exact position of the Company toward Gould, he has asked an inspection of the books and papers relating to the sale of this property, but has been denied.

In aid of his suit he prayed such inspection and made a motion for such discovery some days ago.

It was contended for the defendants that no case was made out against them; that they had merely made a purchase from Gould after a search of the title, which did not reveal the plaintiff's claim, and that the plaintiff's claim against Gould was entirely extraneous to the Company, and that it would be a dangerous precedent, productive often of much harm, to allow on such cases the examination of companies' books by strangers.

The defendant contended that the action was in the nature of a bill of discovery; that without having a personal claim against the Company such a connection was shown as gave the plaintiff a right to an examination to discover whether the Company was privy to the fraud alleged, and whether an injunction and receiver could be applied for on account of any stock remaining in their hands for Gould's benefit or in Gould's name.

Mr. Justice Sutherland has decided that the plaintiff is entitled to such examination, and has granted an order accordingly.

E. W. Dodge for plaintiff; Mr. Traphagen for defendant.

Before Mr. Justice MASON.

SUIT AGAINST A CITY RAILROAD CO. FOR ALLEGED LOSS OF A LEG—A QUESTION OF MEDICAL JURISPRUDENCE

Caroline Rexford agt. The Broadway and Seventh-ave. Railroad Co.

Plaintiff sues defendant for $20,000, for injuries which she alleges she received through the negligence of the conductor of one of their cars, while she was attempting to enter it on the 27th of June, 1865. The suit was commenced in August, 1865, and the original complaint simply claimed damages for injuries, which plaintiff alleged caused her intense suffering and confined her to her house. In October of the same year her leg was amputated by Surgeon J. M. Carnochan, and the claim for damages was consequently increased to the amount now sued for. The original answer was a general denial, but subsequently a new defense was made, to the effect that the loss of plaintiff's leg was occasioned by disease existing before the injuries were received, and that those injuries did not, either directly or indirectly, contribute to cause such loss. It seems that at the time the alleged injuries were sustained, the Conductor thought the matter so trivial that he made no mention of it to the officers of the company.

The first witness called was the plaintiff herself. She walked on crutches and had to be supported to the witness stand. Her face showed evidence of intense suffering. She testified that she was married, was 28 years old, resided in Greenwich-ave. near Twelfth-st., and testified to the following account of the accident: On the morning of the 27th of June, 1865, I started for my physician's house in Twenty-second-st.; my little girl, nine years old, accompanied me to the car; I hailed the car, the conductor and driver both being on the front platform; the car stopped and while I was getting on the rear platform it started and I was thrown down, striking my knee against the step of the car, or the cobble-stones; I then caught hold of the dash-board and was dragged along several feet before the car stopped, when some gentlemen came out of the car and helped me into it; at the time I fell some one called out "For God's sake stop that car," and it was soon stopped; I was confined to my house all the time from the occurrence of the accident until my leg was amputated, and to my bed most of the time, and I suffered intense pain; my whole system being deranged and the agony on account of my right knee was intense; before the accident I was a cripple, using crutches on account of rheumatic or rheumatic affection.

Ex-Recorder James M. Smith remarked that the injuries sustained by plaintiff by this accident were trivial, and that the amputation was caused either by the rheumatic or neuralgic affection under which plaintiff was suffering, or more probably by a white swelling, and that in any event the slight injuries sustained only, at the most, hastened an amputation that the pre-existing causes necessitated.

Witness on her cross-examination testified that she was never told that she had a white swelling, nor was she ever treated for that complaint, but admitted that in being treated for the complaint she had before the accident, her physician never told her what that complaint was, but subjected her to what is technically called the "extension" treatment, the feature in which consisted in the limb being stretched by means of a cord and pulley; that after being under this treatment for some time she discharged her physician, believing herself cured, and that she only used crutches afterward on account of her leg being weak, and just before the accident expected to soon cease using them.

Dr. Carnochan being called as a witness testified that he did not distinctly recollect the particulars concerning the amputation of plaintiff's leg; that it was possible, and sometimes did happen, that an injury to a part when disease was dormant excited that disease to renewed activity, and aggravated it; but that it was quite possible the injury requiring the amputation might have been wholly occasioned by the fall of plaintiff.

Other medical testimony was taken, but nothing of importance bearing upon the actual cause of the loss of plaintiff's leg was elicited. Case still on.

Piper & Foster and Grenville T. Jenks for plaintiff; Robinson & Scribner and ex-Recorder James M. Smith for defendants.

MARINE COURT.—Dec. 7.—Before Judge HEARNE.

ASSAULT AND BATTERY AT SEA.

William McKenna agt. Jotham Bragdon.

The plaintiff in this case alleges that he was employed on board of the steamship Champion; that in September last he was assaulted by the defendant, who is First Mate of the vessel; that he was knocked down and kicked; that, at the time of the assault, he was just recovering from an attack of fever, and that he was unable either to perform duty or to resist the attack.

The plaintiff introduced in evidence the affidavit of the Medical officer of the ship, which set forth that he (the plaintiff) had been under treatment for the Aspinwall fever, and that at the time of the assault he was unable to perform duty. The defense was that the plaintiff was fully able to do duty and was shirking it. The Jury rendered a verdict for the plaintiff for $125.

Chauncy Shaffer for plaintiff. R. W. Andrews for defendant.

BUSINESS IN THE COURTS.

SUPREME COURT—CIRCUIT—PART II.—Dec. 7.—Before Mr. Justice CLERKE.

Sarah A. Petrullo agt. John A. Bidwell.—Inquest judgment for plaintiff, $476 24. Robert Donahue agt. Stephen A. Marshall.—Complaint dismissed. J. Hecht et al. agt. C. W. McKay et al.—Judgment for plaintiff $882. Wm. J. Hawkins agt. James Hammond.—Judgment for plaintiff, $65. Robert G. Cornell et al. agt. David Truesdell.—Judgment for plaintiff, $483 30. George W. Herpell agt. Henry Schwab.—Judgment for plaintiff, $213 50. Robert Allison et al. agt. John B. Fuller.—Judgment for plaintiff, $3,171 70.

By Mr. Justice MULLEN.

O'Leary agt. The Bank of South Carolina.—The plaintiff is allowed two per cent extra allowance. The notes on which the money is had to be sealed up and deposited in such place of security as will prevent the reopening of said bills, to be fixed by the Judge now holding Chambers. Weisbacker agt. Barber.—Ordered judgment for the plaintiff, for the value due on the goods sold to defendant.

JEFFERSON MARKET POLICE COURT.

[Before Justice Dodge.]

THE CASE OF THE REV. MR. WILLIAMS.—The further examination of this case was resumed yesterday afternoon. Justice Dodge stated that, having considered over the question as to the admissibility of evidence in regard to the character of the accused, he would, more as a favor than as a matter of right, permit the testimony to be received. Mr. Pryor indignantly refused to accept any favor or any compromise. Mr. Murray, for the prosecutor, said that if the evidence as to character were to be admitted, he would file counter evidence. Mr. Pryor very eloquently appealed to the Court not to permit this to be done.

Mr. Bedford, Assistant District Attorney, contended that the defense, in being allowed to adduce evidence as to character, got all they had asked for. If the counter evidence were to be sought after, Mr. Pryor said that he would bring the case before the Supreme Court. Eventually Mr. Murray withdrew his request to be permitted to file counter evidence, and as Mr. Pryor intended to make some remarks concerning the testimony already before the Court, which he then, in justice to himself and his client, felt unable to do, the further hearing of the case was postponed till Monday, the 17th inst.

THE MONEY MARKET

SALES AT THE STOCK EXCHANGE.

U S 6s 1881 Coupon		Hanover Bank		Reading	
50,000	113	5	112	2,000	110½
U S 5s, '74 Coup		Bk of the Com'w'th		2600	b10 110½
3,000	ind 104	5	111	2,500	110¾
U S 6s, 5-20 Cp, '65, n.i		Canton		Michigan Central	
50,000	106¾	100	45¾	100	111
11,000	106¾	100	2d call 46	Mich So & N Ind	
U S 6s 5-20 Coup '64		West Union Tel.		1,700	79
100,000	106¾	300	46¼	200	s60 78¼
Treas Notes 7 3-10,		Quicksilver		500	79
2d Series		300	44	300	s30 78
45,000	105¾	100	44½	Clev & Pitts	
3d Series		200	2d call. 43¾	100	84½
5,500	small 105¾	Adams Express		200	83¾
35,000	105¾	41	75	Clev, Col & Cin	
Tennessee 6s New		South Amer Nav &		5	109
9,000	69½	Marine R R Co		Chic. & N. W.	
21,000	70	200	111	200	51½
N C State 6s		200	b30 111½	100	51½
15,000 ex coup.	55	Mariposa		1,000	51½
N C State 6s New		100	12½	200	51½
20,000	55	100	12½	100	2d call. 51½
Missouri 6s.		Mariposa Pref		Chic & North W Pf	
10,000	92½	800	31	400	70
20,000	93	100	30½	200	s10 70
Missouri 6s Pac R R		500	s3. 31	Clev & Toledo	
1,000	93	Atlantic Mail		200	112
Ohio & Miss Cer		100	193½	200	2d c. 112
10,000	29½	50	103	100	112½
10,000	29½	Boston Water Powr		Chic & R I	
40,000	28½	600	30½	100	103½
Michigan So 2d M.		700	30½	300	103½
2,000	90	100	3d call. 30½	100	2d call. 103½
Mich S S F Bonds		200	30½	Pitts, Ft W. & Chic	
10,000	96	Pacific Mail St Co		400	104½
Chic & North Wt 1		200	171½	Alton & Terre Haute	
1,000	89	Erie		100	38
Tol & Wab 2d Mtge		2,400	71	100	37½
10,000	75	5	79	400	37½
Chic & R I & Pa 7s		500	2d call. 71	Mil & St Paul Pref	
4,000	93½	N Y & New Haven		100	68
Mich Cen 6s, new bd		22	117½	N Y Central	
2,000	119	Chic & Gt Eastern		100	110½
Bank of America		100	35	500	110¾

1 O'CLOCK BOARD.

U S 6s 5-20 Cp '65		Erie		Missouri 6s	
10,000	107½	600	71½	35,000	93½
15,000	107	500	71½	Chic & N W Pref	
Mariposa.		Mich So & N Ind		100	s50 50
200	12½	2,000	79½	500	s30 50½
50	12½	1,000	79½	600	51½
New-York Central		Tennessee 6s New		P Ft W & C	
100	s110½	7,000	79	200	104½
200	110½			100	104½

2½ O'CLOCK BOARD.

U S 6s, 5-20 Co, '64		Boston Water Pwr		Reading.	
1,500	106½	100	b60. 30½	1,500	110½
U S 6s, 5-20 C, '65, n.i.		W U Tel, R Ex.		Mich So & No Ind	
50,000	108½	36	97½	500	79½
Treas Notes, 7 3-10		N Y Central.		Clev & Pitts	
1st Series.		200	110¾	500	84½
2,000	105½	Erie		Chic & N W Pref	
3d Series		100	71½	200	79½
10,000	105½	800	71½	Clev & Toledo	
2,500	105½	200	b30. 71½	200	112½
Mo 6s Pa R R Is		Michigan Central		Chic. & M. L. R.	
19,000	93½	10	112	500	103½
Missouri State 6s		100	111½	Pitts, F. W. & C	
13,000	93	100	111½	100	s10. 105
Mariposa Preferred		100	111	300	105
200	31½	300	2d call. 110½	200	s30. 104½
		100	110½		

OPEN BOARD OF BROKERS—10 A. M.

Mariposa Pref		Reading		Erie	
400	30½	200	110½	100	s3. 71½
200	c. 30½	200	c. 110½	Chic, R I & Pa	
200	30½	Clev. & Pitts		100	s3. 103½
N Y Central		100	84	Chic & N W Pref	
200	111½	200	84½	300	79½
Mich. So. & N. In		Chic & N West		200	s3. 79½
600	b3. 79½	400	51½	300	79½
400	s3. 79½	300	c. 51½	500	b3. 79½
100	b10. 79½	500	51½	200	b10. 79½
500	c. 79½	300	s3. 51½	500	c. 79½
100	s10. 79½	500	b3. 51½	200	s30. 79
200	b10. 79½	500	b3. 51½	Pitts, Ft W & C ex d	
600	79½	200	s3 51½	200	104½

OPEN BOARD OF BROKERS—1 P. M.

Boston Water Pow'r		N Y Central		Clev & Toledo	
100	30½	5	108½	600	112½
200	30½	100	110½	200	b10 112½
100	b10. 30½	Reading		200	112½
100	s5. 30½	2,800	110½	Chic, Rock Is. & P	
Mariposa Pref		600	b3 110½	600	103½
100	s3. 31½	200	s15 110½	200	c 103½
100	b3. 31½	300	c. 110½	Chic & North West	
200	31	Mich So & N Ind.		300	51½
Erie		600	79½	100	b3. 51½
600	s3. 71½	200	s3. 79½	100	s3. 51½
800	71½	100	c. 79½	100	c15. 51½
100	b10. 71½	100	b3. 79½	P., Ft W & Chic ex d	
400	s3. 71½	Clev & Pitts		200	104½
500	c. 71½	200	s3 84½	100	b10 105
300	b3. 71½	Chic & N W Pref		100	b3 105
		400	79½	100	c 104½

OPEN BOARD OF BROKERS—3½ P. M.

Boston Water Pow'r		New-York Central		Clev. & Tol.	
200	30½	300	110½	400	112½
300	30½	Erie.		Chic & North West	
200	30	300	71½	400	52
Butler Coal Co		600	b3 71½	Chic. & N. W. Prf.	
100	17	300	s3. 71½	200	79½
Mariposa Pref		Mich So & No Ind		100	s10. 79½
100	31½	400	80½	1,200	79½
300	31½	800	80½	500	s60. 79
200	b3. 31½	Clev & Pitts.		P., Ft W & C ex div	
Chic. R I & Pa		400	84½	200	105½
200	105½	Reading		100	s15 105½
200	b10. 105½	200	110½		

PETROLEUM AND MINING STOCKS.

FIRST BOARD.

	Bid.	Asked.		Bid.	Asked.
Petroleum Stocks.			Keystone Silver	8	9
Benedict Run	4 00	4 75	Kipp & Buell G	85	1 00
Buchanan Farm	20	25	La Crosse Gold	....	1 50
Central	75	1 35	Liebig	85	1 00
Excelsior	....	25	Montana Gold	29	35
Manhattan	....	25	New-York	1 25	1 75
N Y & Allegheny	5 00	5 40	Nye Gold	10	11
N Y & Newark	....	12	Oak Hill G of Col	....	60
Pit Hole Creek	75	1 20	Ohio & Col G & S	45	50
Rynd Farm	10	30	Pah Rangat C S	2 60	....
Shade River	....	12	Peo G & S of Cal	1 60	....
United Petrol F	8	....	Quartz Hill	2 75	2 80
United States	3 50	4 30	R Mountain G	....	6 00
Mining Stocks.			Smith & Par G	6 75	6 95
Alpine	....	1 40	Texas Gold	8	....
American Flag	2 15	2 50	Vanderburg	79	....
Atlantic & Pacific	3 75	4 50	Caledonia Copper	....	7 75
Ayres Mill & Mfg	....	5 00	Canada Copper	55	80
Benton Gold	....	1 50	Charter Oak Copr	....	1 10
Bobtail Gold	2 00	3 00	Davidson Copper	75	85
Boscobel Silver	....	1 50	Evergreen B Cop	....	11 50
Bullion Consol'd	2 45	2 55	Indiana Copper	....	4 00
Burroughs Gold	30	....	Minnesota Copper	....	3 00
Church Union G	....	2 70	Ogima Copper	10 00	....
Crozier Gold	....	25	Long Island Peat	3 95	4 45
Consolidated Col	....	20	Tudor Lead	2 75	3 00
Consolidated Greg	10 35	10 45	Walkill Lead	1 32	1 35
Corydon	2 60	2 65	*Express Company Stocks.*		
Downieville Gold	9	14	Adams	....	75 00
Echla G Min of C	....	3 25	American	82 00	....
First National	4 00	4 25	United States	75 00	80 00
Gold Hill	4 00	4 70	*Manufacturing Stocks.*		
Gunnell Gold	93	96	Russell File	....	5 00
Holman	22	30	Savon de Terre	5	26
Hope Gold	85	1 00			

SALES.

Mining Stocks.		Corydon		American Flag	
Bullion Consol		200	s3. 2 60	800	2 40
700	2 50	500	2 65	200	b3. 2 45
Con'd Greg G		Walkill Lead		400	s3. 2 40
600	c.10 25	500	1 35	Ayers's Mill & Mfg	
100	s3.10 25	Col G & S		500	s3. 4 75
100	10 35	200	1 50	Corydon.	
Oak Hill		100	s3. 1 50	100	s3. 2 55
500	b3. 65	100	s3. 1 50	500	2 55
Pah Rangat Con		*Express Stocks.*		600	b30. 2 65
500	2 60	Adams Ex.		200	b10 2 60
Quartz Hill		100	75 00	200	2 60
100	b30. 3 00	*Petroleum Stocks.*		Smith & Parnelee G	
300	2 85	Brevoort.		100	b3. 7 00
100	2 80	200	75	Davidson Copper	
Davidson Copper		SECOND CALL.		100	75
200	80	Benedict Run			
		100	4 40		

FRIDAY, Dec. 7—P. M.

Gold is lower and closes at 138¾.

Government stocks are barely steady and are offered with more freedom. Border State stocks are firm, but the extreme advance in Missouri 6s is not maintained. The share market continues to be wholly controlled by brokers, and prices are barely supported. It is gradually getting into the heads of speculators that paying 7 per cent and commission for Railway shares, which show steady losses in their traffic, may not be profitable, and they are reducing their engagements. The banks and other lending corporations are full of unproductive Railway collaterals, for which there is no market, and some of them promise to fall into the hands of lenders by the wanting of margins. North-Western stocks continue active, and are for the moment the leading shares on the list. After the call, the market was a little stronger, Erie selling at 71⅛@71¼, and Michigan Southern at 79¼@79½. Later in the day there was a better market for special stocks, North-Western being in demand at 52¼ and 70½. The closing rates are: N. Y. Central, 111@111¼; Erie, 71¼@71½; Hudson River, 120¼; Reading, 110¼; Michigan Southern, 79¼@79½; Cleveland and Pittsburgh, 84; Rock Island, 103¼@103½; North-Western, 52@52¼; do., preferred, 70¼@71¼; Fort Wayne, 104¼@104½.

Money on call is 6@7 per cent, and loans at less rates are exceptional. In commercial paper little doing, and none but first-class names can be used. There is more demand from merchants at bank and less inclination as well as ability to extend accommodations. From this time until New-Year there may be expected the usual special demand always shown at this season, and full rates for money. From Congress no action is to be expected until after New-Year, and nothing in the way of expansion then.

Exchange is lower, and best names are sold at 109¼@109¾. The quotations for sight bills are 109¾@110; Paris, long, 5.16¼@5.15; short, 5.13¾@5.12½; Antwerp, 5.20@5.17½; Swiss, 5.20@5.17½; Hamburg, 36½; Amsterdam, 41½; Frankfort, 41½; Bremen, 79¼@79½; Berlin, 72¼