MR. BEECHER'S TRIAL.

Continued from Fourth Page.

whatever. I submit that the rules of examination for a juror should not be more stringent than the rules on the cross-examination of a hostile witness, and there the counsel are limited to put to a question and getting an answer; and when they have once put a question and had an intelligent answer to it they would require to move on and put another. Now, I submit whether that rule should not be applied to the counsel in this case.

Judge Neilson—Well, you apply that rule in its strict and broad sense and you put a counsel at the mercy of the witness or juror who makes an answer, and one which may not satisfy your conscience, and, therefore, you wish to probe his mind further and see whether really and truly that is the state of his mind.

Mr. Tracy—The question is whether he can go further by repeating the same question, or whether he shall probe it further by putting a further and additional question. The question is here, whether we make any headway in this examination by allowing the counsel to repeat the same question and have repeated answers to it.

Judge Neilson—The general rule is not to repeat, of course.

Mr. Tracy—Then we submit that that rule should be applied in this case.

By Mr. Beach, to the juror—I understand you to say, Sir, that you had an impression as to the guilt or innocence of Mr. Beecher? [Laughter.]

Mr. Shearman—We object to that question.

Mr. Beach—The gentleman must not interrupt my question.

Mr. Shearman—Don't you, Sir.

Mr. Beach—Not until I have finished it.

Judge Neilson—I think you can ask the juror whether that is what he meant to say.

Mr. Beach—I am going to ask that if I can get a chance to do it. [Laughter.] [To the juror.] I understood you to say that you had an impression as to the guilt or innocence of Mr. Beecher which would accompany you into the jury box if you were selected as a juryman, and that you could relieve your mind, you thought, from that impression if called to act as a juryman. Did I understand you correctly? A. I intended to answer that question by saying that the impression that I have is not a settled impression.

Mr. Beach—Well, what shall I do, Sir? If I repeat that question I shall be rebuked by my learned friend, and I have got no answer to it. [Laughter.]

Mr. Evarts—The witness should not be blamed; he has given you that answer.

Judge Neilson—You have a right to distinguish between what he calls a settled impression and what you call a mere impression, and get at the weight of each, if you can.

By Mr. Beach—Now, pardon me, Sir, for repeating that question. I can call it to your mind, perhaps, without referring it. Will you answer it? Is that what you intended to state?

The Juror—What did I state? [Laughter.]

Mr. Beach—I understood you to say that you had an impression upon the guilt or innocence of Mr. Beecher which would would accompany you into the jury-box if you were sworn as a juror, and that you, in your opinion, could divest your mind of that impression. Am I correct or not? A. No, Sir; I did not intend to answer you in that way.

Q. Well, is it true that you have an impression in regard to the guilt or innocence of Mr. Beecher? A. Yes, Sir? I have an impression.

Q. Is it true that that impression would accompany you into the jury-box if you were selected as a juror? A. Well, Sir, supposing my impression was that I should not decide the matter either way—

Mr. Beach—Don't put a question to me; I cannot answer you either way.

The Juror—I cannot answer unless I understand what you ask.

Q. Will say you have an impression? A. I have an impression that I could not decide the question either way.

Mr. Tracy—That is what the juror means by saying he has not an impression; that he has no impression which would enable him to decide the question.

Judge Neilson—Are you content to take the answer given in that form?

Mr. Beach—No, Sir.

Mr. Tracy—Each counsel ought to put another question.

Mr. Beach—That is what I am trying to do.

Mr. Tracy—Well, then, let him do it.

Mr. Beach—That is a little peremptory, and I am not in the habit of submitting to such dictation. Don't address yourself to me, but address yourself to the Court if you have any objection to make.

Mr. Tracy—Well, I will, and oftener than I have, henceforth on your examination.

Mr. Beach—Very well. We will be happy to meet you when you choose to prevent your objection.

By Mr. Beach—Would the impression which you say you have if you were selected as a juror accompany you to the jury-box; would you still entertain it? A. Yes, Sir.

Q. Do you think you could relieve your mind of that impression from hearing evidence upon the subject?

Mr. Tracy—That is objected to.

Judge Neilson—I think he may answer that.

Mr. Tracy—We take an exception.

Q. Do you think you could relieve your mind from that impression without hearing evidence upon the subject? A. Yes, Sir, I can.

Q. Do you mean that you could throw it off at will? A. Well, I haven't the power of will to throw off any definite impression that is fixed upon my mind, but, as I stated before, the impression that I have is neither for nor against. That is the idea that I intended to convey.

Q. How can it be neither for nor against when you say it is upon the question of the guilt or innocence of Mr. Beecher.

Mr. Tracy—That we object to.

Judge Neilson—Take it.

Mr. Tracy—Note our exception.

The juror—That is the question, as you say, whether Mr. Beecher is innocent or guilty.

Mr. Beach—Yes, Sir.

The juror—Whether I have an impression upon that point?

Mr. Beach—Yes.

The juror—Yes, Sir.

Q. It must be, then, for or against Mr. Beecher, must it?

Mr. Tracy—We object to that question as not a question of fact, and argumentative.

The Juror—I do not see as it necessarily must be so.

Mr. Beach—He says that he has an impression in regard to the guilt or innocence of Mr. Beecher, and I ask him if that impression is not for or against Mr. Beecher.

The Juror—I say no, it is not.

Q. When it is upon the question of his guilt, do you mean to say that it is neither for nor against him? A. That is what I intended to convey—exactly what I mean.

Q. Well, how then can you say that it is an impression in regard to his guilt or innocence? A. Why because, as I said before, I could not decide the question in my mind.

Q. It is not the question of a decision, it is a question of whether the impression is upon the question of his guilt or innocence. Now, you saying that you have an impression upon that question of the guilt or innocence of Mr. Beecher, isn't it for or against him?

Mr. Tracy—That question has been asked and answered a dozen times.

Judge Neilson—I do not quite understand the juror, and I think he ought to answer again. I think he ought to reveal himself fully and without reserve.

Mr. Evarts—Perhaps your Honor might ask him the question and go through the same process with better results.

Mr. Beach—Well, as the gentleman thinks my questions are not intelligible to the witness, perhaps he would do me the favor to put them. I understand the gentleman to suggest that if his Honor would put the questions he might get a better response.

Mr. Evarts—No; I only suggest that you might avail yourself of his assistance.

Mr. Beach—Yes; but I do not choose to avail myself of it. [To the juror.] Now, I repeat the question; [laughter] you say that you have an impression in regard to the guilt or innocence of Mr. Beecher. I ask you is not that impression for or against him? A. No, Sir.

Q. You understand the question which I put to you, do you? A. I guess and you to ask whether in my mind at the present time I have any judgment for or against Mr. Beecher?

Mr. Beach—I did not ask you for any judgment.

The Juror—Well, a judgment conveys the same meaning as an impression.

Mr. Beach—It goes, eh?

The juror—I should think so; of course it is not a definite judgment or a definite impression.

Q. No, it is not definite? A. No, Sir.

Q. But if an impression conveys the same idea as judgment, you have a judgment then? A. No, I have no judgment at all.

Q. Well, you have an impression you say? A. Yes, Sir.

Mr. Beach—I don't see that I can make myself understood by this juror. I think the criticism of my learned friend must be correct.

Mr. Evarts—Well, I thought that was so. [Laughter.] Your minds don't work together.

Mr. Beach—That is just what I suspected was the case with this juryman. [Turning suddenly to the juror.] Q. Can you tell me the meaning of the word "centoone?" [Laughter.] A. I can, Sir.

Mr. Beach—Answer that. A. Yes, Sir, I can.

Q. What is it? A. I should think it meant to forgive.

Mr. Beach—You got that right. Did you ever study law? A. No, Sir, I never did.

Q. Well, you can give me the definition of literature too, can't you? A. Yes, Sir.

Q. Well, let us have that.

Mr. Evarts—It is not a question of this witness's knowledge of the English language.

Judge Neilson—No, I think that question is reserved for your side, the question about literature. [Laughter.]

Mr. Evarts—We put it to the German. It was not a joke, it was a duty. But this is a farce.

Judge Neilson—Well, what is to be done with this juryman?

Mr. Beach—Let us see whether it is a farce. Your Honor has heard the examination of this juryman in regard to his understanding of an impression, and the fact of an impression upon his mind and the power of his will in divesting himself of its influence. Is it a farce for me, Sir, after the contradictory answers of this witness, to attempt to ascertain the extent of his intelligence, no matter whether he is a German or an Englishman or an American. I am not subject to that criticism, and while the gentleman may think himself in the same course of proceedings, pursuing his duty, he has no right to charge me with pursuing a farcical examination of the juror.

Judge Neilson—Well, on reflection he would assent to that, no doubt, but do you want to examine the juror further?

Mr. Beach—No, Sir; I do not know that I do.

Judge Neilson—I think he will have to take a seat. I do not quite understand the favor, but still I don't see that I can reject him.

Mr. Tracy—Do we understand your Honor to say that he is a qualified juror.

Judge Neilson—I don't see that he is disqualified.

Mr. Beach—He has an impression, your Honor, as the guilt or innocence of the party.

Judge Neilson—Now, ask him that question squarely.

Mr. Beach—He has answered it 20 times as the counsel say. Still, I will ask the witness if the Court requires it, though by reading the records of the examination it would be apparent. Did you not answer that you had an impression in regard to the guilt—

Judge Neilson—"Have," not "had." Had relates to the past. Does he have an impression now and here?

Mr. Beach—Do you not say that you have now an impression in regard to the guilt or innocence?

Mr. Tracy—That is not the question the counsel put.

Mr. Beach—I suppose I can get a question out of my mouth before I am interrupted.

Mr. Tracy—No.

Mr. Beach—Then I will get it out after interruption.

Q. Did you not say that you now have an impression in regard to the guilt or innocence of Mr. Beecher? A. I have not.

Mr. Tracy—I object. Are we to renew that examination?

Judge Neilson—Yes, until we understand this juror.

Mr. Tracy—Your Honor told the counsel that he should ask the juror whether he had an impression in regard to the guilt or innocence of the defendant. The question which the counsel puts is not that question at all. The question is what the juror has said about it. Now, what he has said about it we heard.

Judge Neilson—The learned counsel put it in that form, because he had already answered, and answered it more than once.

Mr. Tracy—He had closed his examination on that point.

Mr. Beach—No, I had not closed.

By Mr. Beach—Did you not say that you had an impression in regard to the guilt or innocence of Mr. Beecher? A. Yes, Sir.

Q. You have it now, have you?

Judge Neilson—Say yes, or no.

A. No, Sir, I have not.

Q. You haven't it now? A. I have not the same impression; no, Sir.

Q. Have you not now an impression in regard to the guilt or innocence of Mr. Beecher? A. Looking at it as you do, I should say no; I have not.

Q. Well, I want you to look at it in the nature of my question and in its simple understanding. I ask you if you have not an impression in regard to the guilt or innocence of Mr. Beecher? A. No, sir; I have not at the present time.

Q. Did you not swear that that impression would accompany you into the jury-box? A. The impression, as I said before, was neither for nor against Mr. Beecher.

Q. But did you not say that it was an impression in regard to his guilt or innocence?

Mr. Tracy—We object. This is a renewal of the entire examination.

Judge Neilson—I think you gentlemen ought to be a little more patient with your opponent. I think he has a right to examine this juror. I don't think it is proper to interrupt every question he puts. Allow me further to say that I allowed a very great latitude to Mr. Hill in cross-examining the juror, because I saw in the peculiarities of that juror some reason for it. I see the same reason here. I think we ought to proceed without this constant objection. The learned counsel has some judgment in regard to this.

Mr. Beach—Well, they don't think so. [To the Juror] —Now, did you not, and have you not repeatedly said in the course of your examination, that you had an impression in regard to the guilt or innocence of Mr. Beecher? A. I say I had several impressions between the commencement of this case and the present time.

Mr. Beach—Now, Sir, I am forced to repeat that question; I cannot get an answer to it.

Judge Neilson—Well, you have sufficient language to put it in some other form; I would try some other form; I think then you won't be subject to the objection.

Mr. Beach—I cannot put it in another form, because I am asking him as to what he already testified. [To the juror]—Will you please answer that question. Have you not testified since you have been upon that stand that you then and there had an impression in regard to the guilt or innocence of Mr. Beecher? A. I did not intend to if I have; I have not intended to convey any such impression.

Q. And you mean to say that now you have no impression in regard to the guilt or innocence of Mr. Beecher? A. Yes, Sir; I think I can safely say that.

Mr. Beach—Why I would ask your Honor to look at the examination of this juror on the record. He has said so half a dozen times, and has said half a dozen times that that impression would accompany him into the jury-box if he was selected as a juror. And without meaning any disrespect to anybody, I say it is the most astonishing declaration that ever came from the witness stand.

Mr. Evarts—Are you through with the examination?

Mr. Beach—Yes, Sir.

Mr. Evarts—Is your Honor still of the opinion that the juror is qualified?

Judge Neilson—You may have occasion to examine him, because I do not know that I have the same opinion; but I would like to look at the notes.

One of the counsel suggested that, as it was past the usual time for adjournment, his Honor should examine the record during the interval between the adjournment and to-morrow morning, to which the Court assented.

Mr. Evarts—Then, after looking at the notes, to-morrow morning we will go on with the examination.

Judge Neilson—Very well. Gentlemen of the jury who have been impaneled, please bear in mind what I have said to some of you, not to converse on this subject nor allow anybody to speak to you, or read about it. If anybody should speak to you, report it to me. We now adjourn to 11 o'clock to-morrow morning.

The court-room was then cleared, and the Judge and the counsel departed for the day.

THE STATE CANALS.

THE CANAL AUDITOR'S ANNUAL REPORT.

NECESSITY OF ENLARGING THE CHAMPLAIN CANAL—NAVIGATION IMPEDED IN THE HUDSON—A DEFICIENCY IN THE YEAR 1875 PREDICTED.

The Auditor of the Canal Department sent his annual report to the State Legislature yesterday. The first part of the report contains a statement of the revenue from and expenditures for the canals, which also appears in the Controller's annual report. It is needless, therefore, to repeat this part of the Auditor's report. The Auditor then proceeds as follows:

The last Legislature appropriated $500,000 for continuing the enlargement of the Champlain Canal. In compliance with the law making this appropriation new surveys, maps, plans and estimates have been made, and a part of the work put under contract. It is expected that during the month of January contracts involving the expenditure of the whole amount appropriated will be let and speedily prosecuted. The enlargement of the Champlain Canal so as to give a uniform depth of seven feet of water, the locks being already enlarged, is a pressing necessity, acknowledged by every one at all familiar with the rapidly increasing trade and commerce of the northern portion of our State, so rich in mineral and forest products. These mineral and forest products do not bear expensive methods of transportation, and, although crude and bulky, when made accessible to market add materially to our wealth. When the enlargement is completed, freight charges will be reduced, and then the iron ores of Northern New-York will meet the coals of Pennsylvania at tide-water. Eventually the valley of the Hudson will be illuminated at night with the fires of countless furnaces. Such a development of our local and natural resources will stimulate a demand for labor. With the demand for labor will come an increase of population, and with the influx of population will arise an increased and growing consumptive demand for breadstuffs. This demand will do more to attract the cereals of the West than cheap transportation. It will give greater stability to our carrying trade, and make it less dependent upon deficient crops in Europe. There is another argument in favor of the speedy completion of the enlargement of this canal. The Dominion of Canada is engaged in the enlargement of its own canals in order more successfully to compete with us for Western trade. While we can do nothing legitimately to retard the energy and enterprise of our Northern neighbors, we ought to be prepared to intercept the increasing current of the export and domestic trade of Montreal.

IMPEDIMENTS IN THE HUDSON.

During the past season the Hudson River, from Troy to a considerable distance below Albany, has at times been almost unnavigable, even for canal boats with their usual Western cargoes. This was caused by a deficient supply of water from the natural sources of the river. The difficulty has been of gradual growth, and notwithstanding liberal sums have been appropriated and expended for the improvement of the channel and for dredging, these efforts do not, and cannot, increase the flow of water. There is great reason to apprehend that, at no distant day, unless something is done to avert the danger, the navigation of the Hudson from the outlets of our canals will be impracticable during seasons of severe drouth. The last Legislature made an appropriation of $7,500 for the purpose of surveying the sources of the upper Hudson, with a view to increasing the supply of water. It appears that, by the aid of engineering skill and a comparatively moderate expenditure of money, an abundance of water is not only at our command for canal and river purposes, but also that the usual heavy Spring freshets which are the source of much annoyance, and frequently attended with severe loss, may be greatly restrained. The plan contemplates the erection of dams at the outlets of large lakes, by which an immense quantity of water can be accumulated and stored and fed out during the Summer as wanted. The report of Commissioner Barkley on this subject, under whose supervision the surveys have been conducted, will be found peculiarly interesting, and worthy the attention and favorable consideration of the Legislature.

STEAM ON THE CANALS.

The efforts for a practical solution of this question in the main appear to have terminated with the expiration of the commission appointed to examine and test the plans submitted in competition for the bounty offered by the State. The Baxter Steam Canal Boat Company has been organized, and during the past season has constructed and operated seven boats which, according to reports furnished this Department, have proved successful both in regard to increased speed and greater economy as compared with boats moved by animal power. This Company is really the first organized to employ steam as a motive power on a scale likely to prove a financial success. There can be no doubt that an organization with a sufficient number of steamers to insure daily departures, and with convenient wharfage facilities at New-York, will command business at remunerative rates. Such an enterprise can secure a large and profitable traffic in both directions on the line of the Erie Canal, which of late years has been almost entirely abandoned to the railroad. One great need, however, has not yet been accomplished, that is, some plan for steam towage or propulsion adapted to the large number of boats now employed, 5,000 to 6,000, and moved by animal power. It was the primary object of the late commission to examine and test plans by which the present boats might be utilized. Although I do not disapprove of the liberal bounty which the Legislature granted to the Baxter boat, still, without intending in the least degree to disparage the merits of that boat, I am inclined to believe that if the same liberal reward had been open to wider competition, we might possibly have secured a better result. When the law required that the motor should be adapted to the form of boat then in use, that restriction virtually prevented practical mechanical engineers from engaging in the contest. They knew that, as Mr. Baxter fully realized, a boat to be propelled by its own machinery must be of a different form and model from those that were simply towed, and hence were unwilling to assume the risk of being recognized by the commission or rewarded by the State when not adhering to the requirements of the law. Had the restriction been removed, and the time for competition been extended, the mechanical genius of the country would have been enlisted; a greater number of plans would have been submitted, and might not the practical results have been more favorable? The New-York Steam Cable Towing Company was organized for the purpose of introducing upon our canals the cable system of towing. That Company, during the season of 1872, laid a single cable between Buffalo and Lockport, and with two steamers especially constructed for the purpose has been operating the system, experimentally, during the past two seasons. It is claimed by the projectors of the enterprise that, during their experimental operations, 1,400 tons of freight with boats containing it, have been hauled in one train by a single cable steamer, against the strong current between Tonawanda and Buffalo at the rate of three miles per hour, at as low a cost for steam power as any known steam canal-boat carrying 200 tons; that is to say, doing seven times the work at the same cost for steam. The cable system ought not to be considered an experiment. It has been in successful operation on European canals and rivers for several years, and found to be the cheapest adaptation of steam for towing purposes yet devised. There is no reason why it should not be equally successful on our own canals, and certainly no more profitable field for the operation of the system can be found. Before dismissing the subject, I cannot refrain from reminding the Legislature that the State has made but one earnest effort to introduce steam on our canals. That effort should be continued, and not relaxed until success is assured. With steam successfully established on our canals, we shall command, without fear of diversion, our full share of Western trade. The Lyons lock will be finished before the opening of navigation the coming Spring. The completion of that structure will give us double locks the entire length of the Erie Canal. Cheap and rapid transportation is the great problem of the day, and its solution interests producer and consumer alike. Railroads reaching from nearly all the principal cities upon the Atlantic coast to the great grain markets of the West are striving for supremacy in the carrying trade, and it is quite probable that active competition will have the effect to reduce rates, for a time at least, to a point below actual cost. But with our great lakes, on which a single vessel of modern build will carry 100,000 bushels of grain (equal to 500 car-loads) from Chicago or Milwaukee to Buffalo, and with the Erie Canal in good order, seven feet of water, and double locks, together with steamboats and steam towage on the canal and river through from Buffalo to New-York, alongside of ship in five to six days, we can successfully compete with all the railroads in the country, even at the present rates of toll.

ESTIMATES FOR THE PRESENT FISCAL YEAR.

The toll receipts for the first quarter of the fiscal year, commencing Oct. 1, 1874, show a falling off of $900,000 in comparison with the corresponding quarter for the previous year. Assuming that there will be no further falling off for the remainder of the term, we can estimate the gross receipts from tolls for the fiscal year ending 30th September, 1875, at.....$5,600,000

EXPENDITURES.

For repairs, etc.	$1,400,000
Fr neipal and interest of canal debt under Section 3 of Article 7	1,070,000
For support of government	200,000
	$2,670,000
Estimated deficiency	$70,000

From the foregoing estimates of receipts and expenditures it will be seen that the estimated revenues of the canals, based upon the present rates of toll, will fail to meet all the charges for which they are liable under Section 3 of Article 7 of the Constitution. The amounts required for interest, for the annual contribution to the sinking fund, and for the support of Government are positive, and admit of no reduction. The estimate for ordinary repairs, cost of collection and other incidental expenses of the canals, is $69,966 83 less than corresponding disbursements for the previous year, and is probably not a dollar in excess of the sum which will be expended. The only escape from the estimated deficiency is through a gain in tolls from May 1 to August 31, 1875, as compared with the same period in 1874. From the present outlook, no such gain can reasonably be expected; the indications all point in the opposite direction. Resolutions have already been adopted by the Board of Trade at Buffalo, and petitions are being freely circulated calling for a reduction in tolls on vegetable food to one-third, and on products of the forest to one-half of the present rates, and the total abrogation of tolls on westward bound merchandise.

The tolls collected during the calendar year of 1874 at five of the principal offices were as follows:

On vegetable food	$1,277,966
On products of the forest	582,330
Total	$1,860,296

If the reduction should be conceded the same tonnage would yield the following revenue:

On vegetable food	$425,988
On products of forest	291,165
	$717,153
Involving a loss of	$1,143,143

Three-fourths of this loss, $850,000, would be experienced during the fiscal year ending 30th September, 1875, and would increase our estimated deficiency by that amount, and leave us a net revenue barely sufficient to pay the cost of collection and repairs. The reduction of tolls to their present low rates made it necessary to pay $8,713,000 of the canal enlargement debt from the proceeds of deficiency loans, running 10, 15, and 18 years. This process of extension was only completed on the 1st of October last, and would it be wise or satisfactory to the tax payers of this State to reduce the revenues to so low a point that, within one year from that date, we should be unable to contribute a dollar to the sinking fund for the redemption of the principal, and be obliged to resort to taxation to pay the interest of the sums borrowed? The vote on the constitutional amendments, relating to the canals, is an emphatic expression of the will of the tax-payers on the subject. The Constitution declares that we shall pay not only the cost of superintendence and repairs of the canals, but also the principal and interest of the canal debt from the revenues of the canals, and by the recent amendments our expenditures for ordinary and extraordinary repairs for any one year, cannot exceed the income for the previous year. Knowing the sums necessary to meet the constitutional charges on the canals, we are, therefore, bound to impose such rates of toll as will surely produce an aggregate revenue sufficient for that purpose. If the Canal Board recognizes the authority which should govern its action in the premises, there can be no reduction in tolls below present rates.

THE BUSINESS SEASON OF 1874.

All our canals were officially opened by the Canal Commissioners on the 5th of May and closed on the 5th of December. Up to the middle of August the receipts from tolls were $69,000 in excess of the amount received for the corresponding period of 1873, but since that time to the close there was a falling off of about $410,000, which may be attributed to the general depression in business and a limited demand for breadstuffs at lower prices than we have known for the last 15 years. The following statements show the receipts and exports of flour, wheat and corn from Sept. 1 to Dec. 26, 1874, and for the corresponding period of 1873, at the port of New-York:

RECEIPTS.	1873.	1874.	Decrease.
Flour, bbls.	1,392,000	1,330,000	62,000
Wheat, bush.	19,983,200	13,873,000	6,110,000
Corn, bush.	10,385,100	6,596,300	3,798,800
EXPORTS.			
Flour, bbls.	690,200	659,100	31,100
Wheat, bush.	15,340,000	8,947,100	6,433,900
Corn, bush.	6,250,600	3,103,400	3,147,200

It will seem from the foregoing figures that the receipts of wheat and corn in New-York for the time stated above—less than four months—were 9,967,900 bushels less than for the same time last year, and the falling off in exports of the same articles was 9,580,200 bushels. The condition of the canals has been good during the entire season. No breaks have occurred in the main canals, and never before have we passed a season with so little detention. At the close of navigation almost every boat had reached its destination, or gone into Winter quarters. Freights on the lakes, canals and river have been low through the season, and often barely sufficient to pay current expenses. The freight rates on wheat by lake and canal, including tolls—three cents and one mill per bushel—from Chicago to New-York, averaged about 14 cents per bushel, being 5 cents lower than the average for 1873 and 9 cents per bushel less than the average rate for 13 years, 1861 and 1873 inclusive. On the whole, this has been an unprofitable year for the forwarder. Respectfully submitted,

FRANCIS S. THAYER, Auditor.

THE COURTS.

CIVIL NOTES.

Bernhard Mayer recovered judgment in the Supreme Court, Circuit, yesterday against the city for $224, the amount of an assignment, with interest, paid by him by mistake on a lot adjoining his own on Fifty-first-st. The city's defense was that it was his own fault.

A foreclosure suit has been begun against Alden B. Stockwell and others, on a bond and mortgage for $50,000 given by Amasa B. Howe on the purchase of the property near Third-ave., running through from Thirty-third-st. to Thirty-fourth-st. to the New-England Car Spring Company. The property was conveyed to Mr. Stockwell after Mr. Howe's death for $150,000.

Suits were begun yesterday by A. N. Fifer, T. L. Bellows, M. T. Upton, and others, against the city, to recover claims of election inspectors and poll clerks, amounting to $100,000, which Controller Green has refused to pay. The plaintiffs assert that their charges are just, and that the assignment of the claims to them by the officers was lawful and binding upon the city.

In the suit of Frederica Kuse, administratrix, against the New-York and New-Haven Railroad tried yesterday in Supreme Court, Circuit, for the recovery of $5,000, for the killing of her husband at Seventy-fourth-st. and Fourth-ave. on a dark and foggy day, by an express train, the jury awarded her $2,000. The defense was the usual one of contributory negligence. Messrs. Field and Minor for plaintiff; Mr. Childs for defendants.

In the suit of James Doyle against the Benevolent Society of Operative Masons, for reinstatement in his rights as a member, Justice Donohue held that on the facts Doyle seemed to be in the right, and a mandamus was granted. Doyle was charged with working below rates, but was allowed to furnish an affidavit. It was received without objection, but when he applied for the weekly allowance to injured men under the Society rules, he was refused on the ground that he was not a member in good standing. The legal points involved were argued yesterday before the Supreme Court, General Term, by Mr. Garvin and Mr. Breen.

The Russian Baroness Olga de Maluta Fraloff, when traveling in this country in 1869, lost, as she claims, through the negligence of the New-York Central and Hudson River Railroad, laces valued at $75,000, and she brought suit in the United States Circuit Court to recover that amount. The defense was the general issue, and the case was tried before Judge Woodruff in April, 1872. The jury disagreed, standing eight for the plaintiff and four for the defendant. The case came on yesterday for a second trial before Judge Wallace. J. W. Gerard and J. W. Bowers for the plaintiff, and E. F. and F. N. Shephard for the defendant.

Sophia R. C. Furniss, as executrix, petitioned the Supreme Court to have an assessment on lands under water for the improvement of Twelfth-ave. vacated, claiming that the grant of the lands was not full, but merely gave for the present the right of wharfage, &c., while the filling in of the lots was made dependent on the subsequent action of the city. Judge Davis denies the application. He says: "I am of opinion that the plaintiff's land under water is assessable and taxable. The property of plaintiff is land within the meaning of the statute, and ought to bear its just proportion of the expense of opening a street by which it will be ultimately greatly benefited and is now benefited to some extent. Its condition does not wholly exempt it, but is a fact which calls for the exercise of discretion in assessing it."

In the United States Circuit Court yesterday, in the case of the American and Merchants' Union Express Company against the Imperial Fire Insurance Company of London, which was reported in Wednesday's TRIBUNE, Judge Wallace directed a verdict for the plaintiff for $5,396 54. Action was brought to recover that amount on a policy of insurance on merchandise in charge of the agent of the express company. The merchandise was destroyed by the flames of petroleum ignited during a collision between an oil and an express train on the New-York Central and Hudson River Railroad in 1871. There was a clause in the policy to the effect that it should not cover losses occasioned by petroleum, and as the loss in question was in part caused by it, the defense was that, under the clause referred to, the plaintiff could not recover. Beardsley & Cole and S. P. Nash for the plaintiff, and N. B. Hoxie for the defendant.

John Jacob Astor left to his grandson, Charles Astor Bristed, his farm near Hell Gate, and $115,000 for life, and to Mr. Bristed's children after his death. During his life Mr. Bristed paid from his own pocket the cost of opening Seventy-ninth-st. for the improvement of the farm, and at his death there was still due him from the estate $9,791 71. He left two children, one of whom, Charles Henry Maine Bristed, is a minor. The United States Trust Company was appointed his general guardian, and his half of the money portion of the estate was deposited with it. Mrs. Bristed, as the representative of her husband's private estate, petitioned to have the Trust Company pay on account of the infant one-half what Mr. Bristed had expended. The only objection was to the form of the proceeding, and Judge Davis decides that a petition is not the correct form, since an order under it would be no protection to the general guardian if the infant on the final accounting refused to allow the payment because he had not his day in court.

CRIMINAL NOTES.

In the United States Circuit Court yesterday, in the case of Custom-house Inspector D. P. Harris, who is on trial for conspiracy in smuggling 50,000 cigars into this port, Mr. Courtney summed up for the defense, and Mr. Purdy began the summing up for the prosecution.

William Walker, a colored boy, charged with breaking the lock of the letter-box at the corner of Broome and Sullivan-sts., was committed yesterday by Commissioner Shields to await the action of the Grand Jury.

In the Court of Oyer and Terminer, before Judge Barrett, Jeremiah Fuller was tried for the murder of James Hoban on Aug. 4, 1871. The man killed was captain of a coaster who had been ejected from a saloon. Fuller went with him some distance, and according to his own account the deceased struck at him, when he returned the blow. The cause of death was concussion of the brain. It was several days before Hoban was identified. The jury found the prisoner guilty of manslaughter in the fourth degree, and he was sentenced to two years in State Prison.

DECISIONS—JAN. 6.

Supreme Court—Chambers—By Judge Brady.—Stewart agt. Manhattan Market Company; Gowdy agt. Campbell.—Memorandum. Levy agt. Buffalo Lloyd Steamship Company.—Memorandum for counsel.

By Presiding Justice Davis.—Conley agt. Board of Commissioners of Pilots.—I am of the opinion that the Board of Commissioners of Pilots have power to limit the number of boats employed, &c., by laws which are obligatory upon the pilots, and that the relator is not entitled, upon the facts appearing in the return, to a peremptory mandamus. The motion is denied, and the proceedings dismissed, with costs. Matter of Furniss et al.—Motion denied, with $10 costs; memorandum. Counselle agt. Trades' Savings Bank.—Motion to continue the injunction denied, with $10 costs. Matter of Brasted.—Motion denied, with costs; memorandum. De Jonge agt. Aaronson.—Motion denied, with $10 costs of opposing.

Superior Court—Special Term—By Judge Curtis.—Chapman agt. O'Brien. Sheriff, et al.—Case and amendments settled, and order entered on file.

By Chief Justice Monell.—Stillwell agt. Kelly et al.—Motion denied, with costs.

Common Pleas—Special Term—By Judge J. F. Daly.—Eaton agt. Eaton.—Judgment of divorce for plaintiff. Winningham agt. Dobbins.—Two per cent allowance granted. Same agt. Same.—Findings.

Equity Term—By Judge Robinson.—Thornton agt. St. Paul and Pacific R. R. Co. et al.—Complaint dismissed with costs, except as to defendant, St. Paul and Chicago R. R. Co., as to which judgment is given for $14,870 0s. 3d., or $100,000, with interest from Dec. 31, 1867, unless trial by jury by that Company is required, as provided by opinion.

CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—DONOHUE, J.

21..Platt, assignee agt. Chapin &c.
75..Jones agt. Van Nort, com. &c.
77..Matter of Thompson.
94..The Mayor, &c. agt. Nat. Broadway Bank.
116..Thurber agt. Wolff, &c.
119..Clark Rec'agt. Cromwright, &c.
122..Mayor, &c. agt. Nat. Broadway Bank.
130..Matter of the Commonwealth Fire Ins. Co.
136..Bond agt. Smith.
139..Erie Railway Co. agt. Gould.
140..Bilecog agt. Hughes.
149—Board of Supervisors agt. Tenth Nat. Bank.
150..The Mayor, &c. agt. Same.
179..Grant agt. Lewis.
185..Holmes agt. Lissberger.

SPECIAL TERM—VAN BRUNT, J.

Demurrers.

3..Carle, and ano. agt. Sharpe et al.
5..Wright et al. agt. Williams.
9..Strasnick agt. Mateellet et al.
10..Palmer agt. The Mayor, &c.
14..Guilbaud agt. Sinkleimer.
14..Robinson agt. Hatch.
19..—— agt. ——.

Issues of Law and Fact.

7..Bord agt. La Montagne.
9..Amoskeag Manf. Co. agt. Barnet et al.
29..Peters agt. Green et al.
44..Whiton et al. agt. Spring.
51..Taerrasen and ano. agt. Worth et al.
53..Ahern agt. Goodspeed et al.
62..Rockwick agt. Francis et al.
63..Matter of the Ins. Co. agt. N. Y. B. of Fire Und. et al.
65..Williamson, trustee, agt. Mason et al.
68..Booth et al. agt. Kehoe et al.
69..Fer. R. R. and Banking Co. of Georgia agt. Fourth Nat. Bank of N. Y. et al.
70..Wood and ano. agt. Hale et al.
72..Breckinridge agt. Vandebilt et al.
73..Bowen agt. Ford et al.
74..Priest agt. Van Loom, otherwise Thorp et al.
76..Stickler agt. Christianson and ano.
77..Cochrin et al. agt. Johnston.
78..Foley agt. Green, com. and ano.
79..Atlantic Savings Bank agt. Brewster et al.
80..Carel agt. Starr.
82..Johnson et al. agt. Andrews et al.
83..Mell agt. Strant et al.
85..Wendjen agt. N. P. & P. R. R. Co. et al.
86..Bord and ano. agt. Cram.
87..Kiernan agt. Abbott and ano.

GENERAL TERM—DAVIS, P. J. BRADY and DANIELS, JJ.

114..Gilman agt. Gilman et al.
120..The People ex rel. Jennys agt. Brennan.
1..Master of Schooner agt. &c.
21..Hanover Fire Ins. Co. agt. Tomlinson.
116..Gibbons agt. Dayton, Pub. Adm'r.
13..Moffitt agt. Tuthill, imp'd, and ano.
14..McLean, ex'r, &c., agt. McLean and ano.
16..Gray agt. Green et al.
17..Fry agt. Fry.
35..Carrie agt. Kingsland.
36..Same agt. Kingsland et al.
44..Barnes agt. Morgan.
60..The Mayor, &c. agt. Hart.
119..The People ex rel. Doyle agt. Board of Assess et al.
120..The People ex rel. Jennys agt. Brennan.
124..The People ex rel. Develin agt. The Mayor.
125..Weerbie, jr., agt. Same.
126..Brown agt. Same.
127..Collins agt. Same.
128..Smith agt. Same.
129..Fallon agt. The Mayor, &c.
131..Butler, ex'r, agt. Kennedy.
135..Stevens, ex'r, agt. The Mayor, &c.
136..Thompson agt. Zeastel.
137..Excel. Pet. Co. agt. Lacey, ex'r, et al.

GENERAL TERM—DALY, C. J. ROBINSON, and LAUGHRAN, JJ.

151..Duperat agt. Behan.
145..George agt. Coe et al.
127..Shemerhorn agt. Wheeler.
102..Mullane agt. Bertoff (No. 1)
103..Same agt. Same (No. 2).
152..Mueller and ano. agt. Hegeler et al.
153..Baldwin agt. Johnson.
154..Kurzman agt. Shormmake and ano.
158..Reilly agt. Walsh.
159..Holbrook agt. Brennan, Sheriff.
160..Reinecke agt. C. P. N. & E. H. R. R. Co.
164..Hall agt. Newman and ano.
166..Doran agt. Thacker.
168..Taylor agt. Jackson et al.
169..(No. 1) Ninth Ward Bank agt. Hatfield and ano.
170..(No. 3) Mason agt. Hazlett.
171..Thomas et al agt. Same.
172..Gunzner, assig., agt. Glaser.
173..Richards, jr., agt. Joseph.
174..Mulford agt. Losere (2 cases).
175..Chapman agt. Kaufman.
47..McGraw agt. Morgan and ano.

MARINE COURT—TRIAL TERM—PART I.—ALKER, J.

842..Hornstein agt. Cohen.
930..Mendelsohn agt. Webb et al.
1044..Palmeter agt. Warner.
1115..Keech agt. Wormser.
1156..Grassic agt. Prall et al.
1157..Same agt. Fairchild.
1158..McGraw agt. King.
1161..Nast et al. agt. Howe et al.
1163..Roux and or. agt. Knight.
1164..Same agt. Hubbell.
1165..Merritt and or. agt. Lynch.
1166..Silverman agt. Steiner.
1167..Cohen agt. Mayor.
1168..Heiter and or. agt. Betty.
1169..Peetsch agt. Farrell.

PART II.—MCADAM, J.

768..Rasper agt. Pfeiffer.
1848..Babcock and or. agt. Brennat.
986..Azart agt. Farley et al.
1089..