# THE COURTS.

## THE PANAMA RAILROAD AND ITS PLANS.

JUDGE DONOHUE DECIDES THAT ITS CHARTER DOES NOT INCLUDE THE RIGHT TO ESTABLISH STEAMSHIP LINES.

A suit was begun several days ago by Aaron Freeman, a stockholder in the Panama Railroad Company, to prevent the directors from carrying out their avowed intention to establish steamship lines to New-York and San Francisco. The question in the suit was whether the charter of the Panama Railroad Company authorized the running of such lines by the Company, or whether it confined the Company to building and operating the road, and the necessary lighterage to enable it to connect with ships and steamers at Aspinwall and Panama. The question turns on the phraseology of the charter, which, after giving the power of building the road, adds: "And of purchasing and navigating such steam or sailing vessels as may be proper and convenient to be used in connection with the said road." The plaintiff claimed this meant merely lighterage facilities. The Company claims that it gave it power to make its own connections, if it pleased, with ports which would supply the road with business. The following is the substance of Judge Donohue's decision:

After stating the general outlines of the case, he examines the point raised, that the charter, according to the defendant's claim, is unconstitutional, under the section which forbids that any private or local bill shall embrace more than one subject, to be expressed in its title. He holds that this question arises on the construction of the charter; that the charter "confines the powers of the Company to merely the use of vessels, not as passenger and freight lines, but as assistants in the work of the railroad on the Isthmus, and to carry out its designs, and it is only when the defendant seeks to use the words in the charter for the purposes complained of, that the constitutionality of the act as construed by the defendant is important." It was first necessary to ask, Judge Donohue said, what was the intent and object of the clause in the Constitution in question. It had been found that good measures had been saddled with bad riders, and that bills drawn and considered by members of the Legislature, had additions put to them that made bad law and gave power not intended to be given. In this State at least the previous system had succeeded in passing bad laws, and the Legislature was to be curbed in two things in private and local legislation; only one subject was to be included in an act, and it should be stated in the title.

"What," Judge Donohue continued, "is the subject matter of the act? If the plaintiff is right in his construction of it, then it contains only one subject matter. It charters a railroad and gives that road the power to charter such steamboats as may be necessary for that road. If it endows the Company with a power to run steamers all over the world, then no one will say that there is only one subject matter in it, or that that subject is expressed in the title. If that construction is correct, the directors may establish lines with Europe, Africa, or Asia, and all parts of those continents. Is there a stockholder in the Company that would like to have his property invested in that company, subject to the power of the directors for the time being to establish any line that whim or caprice might suggest? If the power exists as claimed, there is no place to which the Company has not authority under its charter to run a line, and when this Company was chartered the Legislature might have for all future time ceased to charter other steamship lines. It is not to be supposed that the members who passed that act thought they were voting to charter a company whose power would be to cover all oceans with steamers, and that a mere incidental power was to be construed into such a grant. Turn the case as I can in my mind, in view of the words of the act, in view of the intention of the Constitution, in view of the title of the act, and the enacting clause itself, only one result presents itself. The enactment has only one subject, a railroad with such powers as it needed to perform its appointed work. I think the construction contended for by the defendants would render the act unconstitutional. That they certainly do not desire, and it is not for the benefit of either litigant that this second be done.

"Having arrived at this conclusion, it is unnecessary to discuss the other questions raised except as to the plaintiff himself. It is argued that he fails to show what stock he holds, that it is only a small amount, and that he is only a cutpaw. There is no evidence of that fact. How much stock he owns is a matter the defendant's books ought to show, and is in its power to place before the Court. What is the object in the direction of this Company, after nearly thirty years' acquiescence in a different construction of the act in now attempting to put on this line, or what is the object of the plaintiff in keeping it to the course that for nearly thirty years it has followed, I have not the means before me to decide. I must assume that both act on what they think their right. There is nothing in the case tending to show improper motives on the part of the plaintiff, and I must assume he is entitled to the right (if he has it) that he asks. I did not understand the defendant on the argument as denying the right of the plaintiff to the injunction if the act complained of was ultra vires. Finding it so, I have not discussed that point. On the whole, I think the injunction should be granted."

## ADAPTATIONS AND STAGE RIGHTS.

THE SUIT OF MISS BATEMAN AGAINST AUGUSTIN DALY—JUDGE DAVIS DENIES AN INJUNCTION.

In the suit of Mrs. Crowe (Miss Kate Bateman) against Augustin Daly to restrain Mr. Daly from playing "The New Leah," on the ground that he had sold all its rights in "Leah the Forsaken" to Miss Bateman, and that "The New Leah" was substantially the same, the motion for an injunction pending the suit was presented to Judge Davis yesterday.

The plaintiff's affidavits have been already given in THE TRIBUNE. Mr. Daly's answering affidavit sets forth that in 1862 he made an adaptation of "Deborah," and named it "Leah the Forsaken," but denies that he has ever sold to plaintiff or any other person all his rights in that adaptation, or the sole right to perform it. He made an agreement with H. L. Bateman, the plaintiff's father, that the play should be copyrighted in Miss Bateman's name, and that H. L. Bateman should have a copy of the play for representation in the United States and Great Britain, "upon the subsequent agreement, nevertheless, and with the knowledge and consent of said H. L. Bateman that I should retain, and at all times since have retained the full right of representing said drama * * * in the United States whenever the plaintiff should be absent from the United States," H. L. Bateman agreeing to pay $250, and the further sum of $250 for the right of performing it in Great Britain and Ireland. That the play was entered for copyright in Miss Bateman's name as proprietor; that $250 was paid by Bateman, but the other $250 has never been paid, and is still due. That Miss Bateman, in England, had a new adaptation of the play prepared for her, known as "Leah," and abandoned Mr. Daly's adaptation, and has not for years performed it. That Miss Bateman married an Englishman, and has no intent to return to this country, one reason for defendants so believing being a letter published by the attorneys for the plaintiff recently in THE TRIBUNE. Mr. Daly adds that he has repeatedly caused the play to be performed, and sold rights to perform it in this country without any objection from either Miss Bateman or her father. He admits making a request to Harold L. Bateman for leave to play it, but says that he did it merely to prevent trouble. He says "The New Leah" was played six times, and then withdrawn at the instance of Miss Clara Morris, whose physicians advised her to cease acting. He claims that this adaptation is new, but for the present he states he has no intention of playing it, though he claims he has the right to play either adaptation of the original play.

Commenting on the affidavit, Mr. Daly's counsel claimed that all the equities of the complaint were fully denied; that the affidavit of Harold L. Bateman was made by a man too young to know the cotemporaneous history of a contract made many years ago; that, of course, no question under the copyright act could come up in a State court, and that it appeared by the plaintiff's affidavits that the adaptation had been printed.

Harold L. Bateman replied with some warmth that the facts sufficiently appeared in the suit between his father and Mr. Daly in the Marine Court, where a receipt in full from Mr. Daly was proved. The printing of this play was one of the acts of Mr. Daly which the plaintiff had no complaint of, since after selling all right in it he had taken it to Mr. French to be published. Of course the plaintiff did not here stand on copyright but common law right. If proper he would show that the play was not withdrawn through Miss Morris's illness, but on account of Mr. Daly's brutal and gross ill-treatment of her. The plaintiff, he insisted, should be protected by an injunction.

Judge Davis said, as the equities of the complaint were all positively denied, and as there was no immediate prospect of the play being performed, he should deny the interlocutory injunction and leave the matter to a regular trial, but with leave to the plaintiff to apply anew should the play be offered again. H. L. Bateman appeared for plaintiff; Olin Rives & Montgomery for defendant.

## GOVERNMENT SUITS AGAINST IMPORTERS.

In the United States District Court yesterday the Government began 29 suits against George W. Wylie, Caleb B. Knevals, and George A. Frink, composing the firm of Wylie, Knevals & Co., to recover, in the aggregate, $19,000 on warehouse bonds for the payment of duty on imported merchandise. The bonds were given between May, 1871, and September, 1873, and the sureties on them are Richard J. Godwin, Jr., and Samuel Godwin, who are also made parties defendant in the suits. Suits were also begun to recover on the warehouse bonds of the following importers: Schneider & Hoffdorff, amount, $800; surety, Adolphus Dingleiedt. Merritt, Price & Co., amount, $1,734; surety, Thomas J. Irwin; same firm, with Henry Irwin as surety, amount, $3,193; same firm, with Robert Tibbets as surety, amount, $856 20. Andreas Cassard & Son, amount, $160 80; surety, W. B. Sickels. The bonds in these cases were given in 1868, with the exception of the bond in the case of Andreas Cassard & Son, which was executed in 1870.

## CIVIL NOTES.

The trial of the suit of Chauncey L. Norton against Story, Reddington & Co., in the Court of Common Pleas, before Judge Loew, reported in yesterday's TRIBUNE, was ended by a private settlement between the parties.

In the United States District Court yesterday the Government began a suit for the condemnation of 57 cases of laces, supposed to have been smuggled last November on the steamer City of Chester. No claimant for these laces has yet appeared.

In the suit of John Polhemus against Wm. Bogert, a decision was given yesterday by Chief Justice Daly that when a party to a suit dies, intervening the argument and the decision of the case, and the Court decides in favor of the plaintiff, the Court will allow the judgment to be entered up, *nunc pro tunc*, that is, as of the day when the cause was submitted for decision.

In the suit of Wm. A. Ross and wife against Moses C. Mordecai, the facts of which have been already given in THE TRIBUNE, the jury yesterday returned a verdict to Judge Lawrence, in Supreme Court, Circuit, for plaintiff for $2,000.

In the suit of Charles T. Yerkes, jr., and others against Salomon and others, tried yesterday before Judge Lawrence in Supreme Court, Circuit, the Court held that contracts to deliver or receive stock at a fixed price ("puts and calls") were valid, and not within the gambling acts, and directed a verdict for plaintiffs for $5,679 39, but stayed proceedings for thirty days to permit the making of a case for appeal.

In the United States Circuit Court yesterday, in the succession-tax case of the Government against Allan Dodworth, which was reported in Friday's issue of THE TRIBUNE, the jury found a verdict for the defendant. Action was brought to recover $6,000, and 10 per cent on that amount, as taxes and penalty for non-payment thereof on real estate to which, as was alleged, Mr. Dodworth had succeeded by virtue of a deed, without any valuable and adequate consideration, from his wife. The defense was that a valuable and adequate consideration was given for the real estate in question.

In the Marine Court, before Judge Alker, the suit of Royal Phelps, President of the Association for the Protection of Game, against John R. Curner was tried yesterday. The informer bought a venison steak at defendant's restaurant on Feb. 2, 1875. Having venison in possession is forbidden in February. The defendant insisted that he had no venison after Jan. 31. Judge Alker charged that the only question was whether venison was sold on Feb. 2. If it was sold, the defendant was liable to a penalty of $50. The jury found against defendant, with the curious addition of a recommendation to mercy. The Judge informed the jury that this had no bearing on the case, and judgment was entered for $50.

Samuel Oppenheimer has been in Ludlow Street Jail for nearly five years on processes issued against him out of the Supreme Court of the State in civil actions for debts amounting to $18,900. Yesterday Oppenheimer's counsel, J. K. Avery, applied to Judge Blatchford of the United States Circuit Court for his client's release on a writ of habeas corpus. The ground upon which his release was asked was that before he was imprisoned by virtue of processes issued out of the Supreme Court of the State, he had been adjudicated a bankrupt by the United States District Court for this district, and that, therefore, the State Court had no jurisdiction in the case. Judge Blatchford declined to grant the writ on the ground that it "did not appear from the facts stated that Oppenheimer's arrest was founded on a debt or claim from which a discharge in bankruptcy would release the petitioner."

## CRIMINAL NOTES.

At the Yorkville Police Court yesterday 13 liquor-dealers were held in $100 bail to answer for selling liquor without a license.

At the Essex Market Police Court yesterday Mary Volkenberg was held in $500 bail for keeping a disorderly house in Forsyth-st.

At the Washington Place Police Court yesterday seven liquor-dealers were held in $100 bail each for selling liquor without a license.

The trial of Antonio Cardona for dealing in counterfeit money was begun yesterday in the United States Circuit Court before Judge Benedict. It is alleged that, when arrested, Cardona had in his possession three counterfeit $10 bills.

A Grand Jury, with Oliver Harriman of No. 14 West Twenty-fifth-st. as foreman, was impanneled yesterday in the United States Circuit Court. Though Judge Benedict delivered only the usual statutory charge, it is understood that matters of considerable importance will be brought before the Grand Jury.

In the Court of General Sessions yesterday, Judge Sutherland presiding, criminals pleaded guilty and were sentenced as follows: Julia Mannis, felonious assault and battery in stabbing a sailor, 1 year in state Prison; John Hill, larceny, 1 year in state Prison; Thomas Lewis and George H. Lewis, swindling Christian Ohlsen, a Danish sailor, out of $90, each 2 years in State Prison.

In the United States Circuit Court yesterday, Judge Benedict presiding, Joseph A. Lant, publisher of *The Focus*, was convicted of sending obscene literature through the mail, and recommended to the mercy of the Court "on account of his youth, this being his first offense." The literature in question consisted of copies of the paper referred to. It was suppressed in Toledo, Ohio, and then published in this city. Lant was remanded for sentence.

## THE COURT OF APPEALS.

ALBANY, Dec. 10.—In the Court of Appeals Friday, Dec. 10:

No. 75.—Charles A. Hawkins, appellant, agt. The Mayor, &c., of New-York, respondent.—Argued by John T. Lawrence of counsel for appellant, and by E. J. Doyle for respondent.

No. 18.—Martha Devine Rodgers adm'x, &c., respondent, agt. The East River Savings Institution, appellant.—Argued by S. Jones of counsel for appellant, and by S. C. Nash for respondent. This was a reargument ordered by the Court.

No. 80.—Wm. Tilany, appellant, agt. Adam Fary, respondent.—Submitted for appellant, and argued by Alberies Leary for respondent.

No. 84.—Jeremiah Hackett, respondent, agt. Isaac Radcan et al., appellants.—Argued by Abel Crooke for appellants, and by D. P. Barnard for respondent.

Lucinda Burrows, respondent, agt. The Erie Railroad Company, appellant.—Argued by Orlow W. Chapman of counsel for appellant, and by Arthur More for respondent.

Proclamation was made and the Court adjourned.

The following is the day calendar of the Court of Appeals for Monday, Dec. 13: Nos. 112, 113, 98, 99, 103, 114, 115, 117.

DECISIONS—DEC. 10.

*Supreme Court—Chambers*—By Judge Davis.—Decker agt. Brown.—Security objected to, is not sufficient. Walsh agt. Clancy.—Order refused; plaintiff may have receiver. Matter of Christopher.—Motion denied without costs; memorandum. Sherwood agt. Zink and in the matter of Field.—Orders granted. Manufacturers' and Builders' Bank agt. Aston.—Leave should be given to file the supplemental answer on the following terms: First, he must serve to-day a copy of the same date, answer to be served in 10 days; second, on payment of $10 costs of opposing motion, third, plaintiff to have leave to discontinue without costs within 10 days after service of the answer if he so elect; fourth, if defendant succeeds in the supplemental matter of the action he shall have no costs of the action prior to such answer, but only subsequent costs, from which plaintiff's costs of the said answer shall be deducted.

By Judge Donohue.—Nelly Young agt. Henry S. Young.—Report of referee confirmed and decree of divorce granted to plaintiff. Freeman agt. Panama Railroad Company.—Opinion.

By Judge Westbrook.—Life Association of America agt. Rhodes.—Opinion.

*Special Term*—By Judge Van Vorst.—Earle agt. Johnson et al.—Case and amendments settled. Anderson agt. The Mayor, &c.—Findings settled and signed.

*Superior Court—Special Term*—By Judge Freedman.—York agt. Fuller.—Findings settled.

By Judge Van Vorst.—Glenney agt. World Mutual Life Insurance Company et al.—See memorandum for counsel.

By Judge Sedgwick.—Cochran agt. Gottswald et al.—Motion denied; see memorandum.

*Common Pleas—Special Term*—By Chief-Justice Daly.—Polhemus agt. Bogert.—See opinion. Girard agt. Leslie.—Application denied; see memorandum.

*HOLIDAYS AT ARNOLD, CONSTABLE & CO.'S.*

Arnold, Constable & Co.'s store has long been the favorite resort of wealthy residents. There are no cheap goods, so to speak, exhibited to attract the million, although the very elegant and costly stock of dry goods, laces, and shawls has been very much reduced in price for holiday gifts, to suit the exigencies of the times. Every department affords a fresh pleasure to the eye, and from superb silks to laces, from shawls to toilet accessories, there is a large choice of articles useful and ornamental. The celebrated Tapissier black silks are offered at greatly reduced prices. The superb damassé silks, fancy striped velvets, and plain tints of evening silks lie heaped on counters, all reduced from the regular prices. On plain failles there is an average reduction of 50 cents a yard. Exquisitely beautiful evening costumes are exhibited—white faille, creamy satins, covered with arabesque designs, heavy damassé; and there are softer failles of crème, sulphur, rose, ciel blue, gris argent to be worn beneath overskirts of white velvet, in fine bars and checks, and brocade velvets, selling as low as from $2 50 a yard to $4.

A regal wedding dress of heavy white faille with full train is trimmed at the back with alternate rows of bias flounces and plaited tulle. The skirt is arranged in front to form a series of graceful folds, across which passes diagonally a garland of orange blossoms and plaitings of tulle. The bouffant puffings at the back are held by long wide loops and sashes of serge ribbon and bouquets of orange blossoms. The high basque and half-long sleeves are also properly ornamented with ruches and plaitings of tulle and orange blossoms. Fine laces are a specialty of this house. There are the daintiest of jabots and barbes intermixed with delicate damassé gauze and faille tints; flounces of inestimable value in patterns taken, as most of the lace-work designs are, from the rich traceries of artists in stone. The *fleur-de-lis* and roses of cathedral windows and the trefoil of altar screens and Moorish arabesques, are all found in the costly point duchesse, Brussels point, Venetian point, and the exquisite black Chantilly. Exceedingly pretty are the point duchesse cravats, with damassé grenadine centers. Another specialty of this firm is the magnificent India shawls. The Russian India shawl has been reduced from $2,500 to $2,000. The figures are very small, not a color but what is delicate; the green ground has tiny white branches overspread with myriad stitches as though woven with colors from all the gems; soft Indian blue on one side shot with black, creamy yellow, and turquoise; the other side with fantastic patterns of strange green foliage, arabesque, and bell. All the tints of this superb shawl are vivid but mellow. All square shawls, open centers, Deccas, and Chuddas, are very much reduced in price. There is also a large stock of sable, seal, sea-otter, and other valuable furs marked down for holiday gifts.

## BREAK IN THE DIRECT CABLE.

Notice was received in this city late yesterday afternoon that the Direct United States Cable had ceased working about 4 p. m. The usual tests were applied at Torbay, Nova Scotia, and the fault was found to be between 125 and 145 miles east of the landing on the American coast. This, it was stated, was about 160 miles west of the break that occurred on Sept. 27, 1875. No cause is assigned here for the accident. The representatives in this city have refused to take any more messages for transmission at present. The Anglo-American Company has four separate lines in operation.

"Mrs. Henry," said John to his wife, the other morning, "if you give me a Christmas present this year, please arrange it so that the bill won't come in till the next month. It's just as well to keep up the illusion for a short time."

MINIATURE ALMANAC.

| | | | |
|---|---|---|---|
| Sun rises..... | 7:15 | Sun sets..... | 4:33 |
| Moon sets..... | 5:49 | | |

HIGH WATER THIS DAY—A. M.

| | | | |
|---|---|---|---|
| Sandy Hook.. | 5:58 | Gov's Island... | 6:33 |
| Hell G. Ferry. | 8:22 | | |

HIGH WATER THIS DAY—P. M.

| | | | |
|---|---|---|---|
| Sandy Hook.. | 6:28 | Gov's Island... | 7:02 |
| Hell G. Ferry. | 8:51 | | |

## *SHIPPING INTELLIGENCE.*

PORT OF NEW-YORK.....DEC. 10.

CLEARED.

Steamship Prussia (Br.), Stewart, Antwerp, John C. Seagar.
Steamship Clenartney (Br.), Gulland, London, Henderson Bros.
Steamship Ellen S. Terry, Salyer, Newbern, N. C., Josiah J. White.
Steamship George Cromwell, Bacon, Halifax, N. S., Clark & Seaman.
Steamship Triplet, Hall, Wilmington, Del., A. Abbott.
Steamship Defiance, Pierce, Philadelphia, Jas. Hand.
Ship St. Patrick (Br.), Sherratt, Liverpool, Anderson Bros.
Bark Mary Pratt, Savin, London for orders, Brett, Son & Co.
Bark Eduard (Ger.), Halberstadt, Bremen, H. Knop & Co.
Bark Boritelj (Aust.), Triplevich, London, Slocovich & Co.
Bark Marco Polo (Ital.), Garaquin, Cork or Falmouth for orders, Slocovich & Co.
Bark Santa Margharetta Figure (Ital.), Benevento, Gloucester, Eng., Slocovich & Co.
Barg Epb. Williams, Keen, Pensacola.
Schr. Harry C. Shepherd, Steelman, Petersburg, Va., Overton & Hawkins.

ARRIVED.

Steamship Geo. W. Clyde, Pennington, Galveston Dec. 1, via Key West 4th, with mdse. and pass. to C. H. Mallory & Co.
Steamship Clyde, Kennedy, Galveston Nov. 30, and Key West Dec. 3, with mdse. and pass. to C. H. Mallory & Co.
Steamship Lee, Daniels, Savannah Dec. 7, with mdse. and pass. to Murray, Ferris & Co.
Steamship John Gibson, Winters, Georgetown, D. C., and Alexandria, with mdse. and pass. to J. C. Kenyon.
Steamship Harrisburg, Worth, Philadelphia.
Bark Athena (Ger.), Sellmer, Bremen Oct. 13, in ballast. Is anchored in Lower Bay for orders.
Schr. Annie L. Palmer (of Bath), Lewis, Miragoane 14 days, with logwood.
Schr. J. L. Crossly (of Windsor, N. S.), Crossly, Wentworth, N. S., 6 days, with plaster.

MEMORANDA.

ROCKLAND, Me., Dec. 10.—Much anxiety is felt for the safety of the schr. Highland Lass of Rockport. She left Boston for Rockport on Nov. 29, and has not since been heard from.

DOMESTIC PORTS.

BOSTON Dec. 10.—Arrived, steamships Seminole, Matthews, from Savannah; Wm. Lawrence, Howes, from Baltimore; Saxon, Snow, from Philadelphia. Sailed 10th, ship Auber, and brig Dawn. From the Roads, bark Ella and brig Ellen Maria.

PHILADELPHIA, Dec. 10.—Arrived, steamships Achilles, Artis, from Newburyport; Vindicator, Rogers, from Providence; A. C. Stimers, Warren, from New-York; Richard Willing, Iler, from Baltimore; bark Montreal, Coalfleet, from Havre; brig Alice Lee, Foster, from Santander.

FORTRESS MONROE, Dec. 10.—Passed out, steamship Royal Minstrel, for Liverpool; bark Princess Alexandra, for Demerara. Sailed, barks Immanuel, Ebenezer, Reno, and Novena, for Baltimore; B. W. Welch, for New-York.

SAN FRANCISCO, Dec. 10.—The Australian Steam Navigation Company's steamship Mikado sailed this evening for Sydney, being the last departure of that line. She had a large freight and passenger list.

BALTIMORE, Dec. 10.—Arrived, steamship Metropolis, Peterson, from Savannah.

FOREIGN PORTS.

QUEENSTOWN, Dec. 10.—The National Line steamship Montana, Beddoe, from New-York Nov. 30, for Liverpool, arrived here at 4 o'clock this morning, and proceeded for Liverpool.

LONDON, Dec. 10.—Sailed, Security, Light, New World, Daisy Boynton, St. Albans, Colpoit, St. Olaf, Frederick, Polynia, Capt. Lemos. Arrived out on the 9th inst., Abraham, in the Channel, Leisl, and Pacifico, latter at Falmouth. Arrived out on the 10th inst., Origine, Madagascar, both at Queenstown; Princetown (probably the Princeton).

DISASTERS.

BALTIMORE, Dec. 10.—The Italian bark Madre Cerruti, Marchese, bound for Queenstown, before reported in collision, on the 3d inst., off Rock River, has returned to this port for repairs. Her damage is estimated at $4,500.

Brig Iris (Br.), 24 days from Carrawallin, N. S., for Boston, put into Portland 9th inst. She reports on the 30th ult., off Thatcher's Island, was struck by a gale, lost and split sails, and was blown back to Briar Island, N. S.

[*For Latest Ship News See Seventh Page.*]

## Miscellaneous

ADVERTISERS who desire to reach country readers in the West can do so in the best and cheapest manner by using one or more sections of KELLOGG'S Great Newspaper Lists. Apply to A. N. KELLOGG, 79 Jackson-st., Chicago, Ill., or E. W. FOSTER, 159 Worth-st., N. Y.

ALLEN DODWORTH'S DANCING SCHOOL, No. 212 FIFTH AVE. Brooklyn branch at 108 Washington-st. Classes or Private Lessons for Ladies, Gentlemen, and Children. For particulars send for a circular.

MORTON'S GOLD PENS. Also, every variety of GOLD, PEARL, AND CELLULOID PENCIL and PEN HOLDERS, at the old stand, No. 25 MAIDEN-LANE, N. Y.

WATCHES WANTED.—Some cheap metal-cased stem winders, and some better quality of Swiss and American, at lower than regular prices. Also, 14 and 18k. RINGS wanted for cash. Address A. B. C., Box 614.

PERFECTION! BOKER'S BITTERS. Beware of Counterfeits and Imitations.

## Proposals.

PROPOSALS.—SEALED PROPOSALS will be received until Feb. 1, 1876, by the TRUSTEES of the NEW-YORK AND BROOKLYN BRIDGE, at their office, No. 21 Water-st., Brooklyn, N. Y., for the manufacture and delivery of 122 tons of cast-steel WIRE ROPE, required for the erection of the temporary foot bridge, cradle canes, and other appliances necessary for the construction of the main cables of the East River Suspension Bridge.

Printed specifications, together with any other information in regard to these ropes, may be obtained from the secretary of the Board, or of the Chief-Engineer, W. A. Roebling.

## Legal Notices.

NEW-YORK SUPREME COURT.—Trial to be held in the City and County of New-York.—JOHN GODDARD, trading under the name and composing the firm of JOHN GODDARD & Co., against GUSTAVUS W. KATTENGELL and LOUIS A. CAMPBELL, compo. the firm of KATTENGELL & CAMPBELL.—Action commenced by Summons for a Money Demand on Contract.—(Com. not served.)—To the defendants above named and each of them: You are hereby summoned and required to answer the complaint in this action, which will be filed in the office of the Clerk of this Court, at the City Hall, New-York City, and to serve a copy of your answer to the said complaint on the subscribers, at their office, No. 111 Broadway (Grant's Building), in the City of New-York, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the plaintiff in this action will take judgment against you for the sum of seven thousand five hundred dollars, gold coin of the United States of America, with interest from the 4th day of August, 1875, besides the cost of this action.—Dated New-York, November 13, 1875. BUTLER, STILLMAN & HUBBARD, Plaintiff's Attorneys.

The complaint in the above entitled action was duly filed in the office of the Clerk of the City and County of New-York, at the Court-house in said city, on the 10th day of December, 1875.—Dated New-York, December 10, 1875. BUTLER, STILLMAN & HUBBARD, Plaintiff's Attorneys.

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NEW-YORK SUPREME COURT. PETER GOELET, Plaintiff, against UNION ADAMS and ALDEN J. ADAMS, Defendants. Summons for a money demand on contract. (Com. not served.)

To the defendants.—You are hereby summoned and required to answer the complaint in this action, which will be filed in the office of the Clerk of the City and County of New-York, at the Court-house in said City of New-York, and to serve a copy of your answer to the said complaint on the subscriber, at his office, No. 88 Nassau-st., in the City of New-York, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the plaintiff in this action will take judgment against you for the sum of sixteen thousand five hundred dollars, with interest on $2,500 thereof from February 1, 1874; on $2,500 thereof from May 1, 1874; on $2,875 thereof from August 1, 1874; on $2,875 thereof from November 1, 1874; on $2,875 thereof from February 1, 1875; on $2,875 thereof from the first day of May, one thousand eight hundred and seventy-five, besides the costs of this action.—Dated November 30, 1875.

ROBERT GOELET, jr., Plaintiff's Attorney.

The complaint in this action was filed in the office of the Clerk of the City and County of New-York on the third day of December, 1875.

ROBERT GOELET, jr., Plaintiff's Attorney.

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SUPREME COURT—CITY AND COUNTY OF NEW-YORK.—THOMAS OCONNOR, plaintiff, against M. D. MOTHERSPAUGH, defendant.—Summons.—For a money demand on contract. (Com. not Ser.) To the defendant above named: You are hereby summoned and required to answer the complaint in this action, which will be filed in the office of the Clerk of the City and County of New-York, at the Court-house in the City of New-York, and to serve a copy of your answer to the said complaint on the subscribers, at their office, number 31 Nassau-street, in the City of New-York, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the plaintiff in this action will take judgment against you for the sum of three hundred and seventy-nine dollars, with interest from the tenth day of November, nine thousand eight hundred and seventy-five, besides the costs and disbursements of this action.—Dated November 15th, 1875.

FLANAGAN & BRIGHT, Plaintiff's Attorneys.

The complaint in the above entitled action was filed in the office of the Clerk of the City and County of New-York, on the 2nd day of December, 1875.

FLANAGAN & BRIGHT, Plaintiff's Attorneys.

d4 law6wS

SUPREME COURT OF THE STATE OF NEW-YORK—CITY AND COUNTY OF NEW-YORK.—FERDINAND KNAUTH, JACOB NACHOD, and FREDERICK KUHNE, plaintiffs, against GEORG RIESAM, defendant.—Summons for a money demand on contract.—(Com. not ser.)—To the defendant above named: You are hereby summoned and required to answer the complaint in this action, which will be filed in the office of the Clerk of the City and County of New-York at the Court-house in said city, and to serve a copy of your answer to the said complaint on the subscribers at their office, No. Four (4) Wall-st., in said city, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the plaintiffs in this action will take judgment against you for the sum of three thousand dollars U. S. gold coin with interest from the eleventh day of September, one thousand eight hundred and seventy-five, besides the costs and disbursements of this action.—Dated N. Y., 11th November, 1875. SALOMON & BURKE, Plaintiffs' Attorneys.

The complaint in the above-entitled action was this day duly filed in the office of the Clerk of the City and County of New-York.—Dated Nov. 19, 1875. SALOMON & BURKE, Plaintiff's Attorneys.

n20 law6wS

SUPREME COURT, CITY AND COUNTY OF NEW-YORK.—THE UNITED STATES TEA COMPANY, Plaintiff, against HENRY H. MENAGER, Defendant.—Summons for a money demand on contract. (Com. not Ser.) To the above-named: You are hereby summoned and required to answer the complaint in this action, which will be filed in the office of the Clerk of the City and County of New-York, at the Court-house in said City, and to serve a copy of your answer to the said complaint on the subscribers, at their office, No. 20 Nassau street, New-York City, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the plaintiff in this action will take judgment against you for the sum of one thousand dollars, with interest from the fourth day of October, one thousand eight hundred and seventy-five, besides the costs and disbursements of this action.—Dated New-York, Oct. 7, 1875.

BARRETT, REDFIELD & HILL, Plaintiff's Attorneys, 20 Nassau street.

The complaint in this action was this day duly filed in the office of the Clerk of the City and County of New-York, at the Court-house in said city.—New-York, November 5, 1875.

BARRETT, REDFIELD & HILL, Plaintiff's Attorneys.

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## REAL ESTATE.

NEW-YORK, Friday, Dec. 10, 1875.

The following auction business was transacted at the Exchange Salesroom to-day:

*By E. A. Lawrence & Co.*

| | |
|---|---|
| 2 3-story brown stone houses, with lots, on the n s of East 122d-st, 254.2 ft e of 1st-ave, each lot 16.8x100.5; Thomas Makella | $12,544 |

*By A. H. Muller & Son.*

| | |
|---|---|
| 2 lots on the s s of West 131st-st, 85 ft e of 6th-ave, each 25x99.11; John M Bruce | $6,000 |

*By William Kennedy.*

| | |
|---|---|
| 2 lots on the n s of East 114th-st, 250 ft e of 1st-ave, each 20x100; A M Lawrence | $3,350 |

OFFICIAL TRANSFERS OF REAL ESTATE.

NEW-YORK CITY.

| | |
|---|---|
| 52d-st, n s, 268 ft e of 8th-ave, 18.9x100.5; Thos H Barowsky and wife to Wm Vigelius | $25,000 |
| 38th-st, n s, 225 ft w of 1st-ave, 25x98.9; E Ellery Anderson and wife to Felix Tuley | Nominal |
| 5th-ave, n e cor of 119th-st, 100x100.10; Hugh L Cole, referee, to Jno F Gray | 11,500 |
| 2d-st, s s, 80.1 ft e of Bleecker-st, 21.1x97.6; Edward H Shell, referee, to Isaac Hochster and others | 10,000 |
| 26th-st, s s, 320 ft w of 1st-ave, 25x98.9; Jno M Barbour, referee, to Addison Brown | 18,000 |
| 26th-st, s s, 300 ft w of 1st-ave, 25x98.9; same to same | 17,000 |
| 26th-st, s s, 275 ft w of 1st-ave, 25x98.9; same to same | 16,500 |
| Vermilyea-ave, n w corner of Hawthorne-st, 100x100; Tennie L Parsen and husband to Homeopathic M Life Ins Co | Nominal |
| 74th-st, s s, 54 ft e of 4th-ave, 18x74; Oriental Savings Bank to Chas H Scott | 12,500 |
| 40th-st, n s, 400 ft w of 7th-ave, 16.8x98.9; John Doyle and wife to Mary Doyle | 6,000 |
| 31st-st, s s, 368 ft e of 10th-ave, 22x91; same to same | 8,000 |
| 40th-st, n s, 400 ft w of 7th-ave, 16.8x98.9; Mary Doyle to Anna Doyle | 6,000 |
| 31st-st, s s, 368 ft e of 10th-ave, 22x91; same to same | 8,000 |
| 41st-st, n s, 60 ft w of 1st-ave, 60x40x irregular; also, 40th-st, n s, 125.4 ft e of Madison-ave, 16.8x100.5; Silas M Styles to R Kelly Styles | 250 |
| 51th-st, n s, 100 ft e of Madison-ave, 100x100; same and others to same | Nominal |
| Catharine-st, n w, 50x191 ft; also Samuel-st, 25th Ward; Henry Rucking and wife to Chas J Osborne | 1,000 |
| 33d-st, s s, 218.9 ft w of 2d-ave, 18.9x98.9; John M Friedlander sur, wife to Henry Gold | 15,200 |
| 59th-st, n s, 90 ft e of Madison-ave, 18.8x100.5; Rodrick F Parwell, referee, to | 17,500 |
| 66th-st, n s, 175 ft w of 10th-ave, 50x100.5; also 61st-st, s s, 150 ft w of 10th-ave, 50x100.5; Terence Parley and wife to Patrick Parley | 550 |
| 115th-st, s s, 150 ft e 2d-ave, 21.8x100.10; George P Webster to George H. Pearons | 6,000 |
| 7th-ave, s w cor of 122d-st, 100x100.1; Wm Sinclair, referee, to August Swalgen | 20,000 |
| 23d-st, n s, 150 ft w of 10th-ave, 25x98.9; Same to Garret L Yeomans | 7,500 |

LEASE.

| | |
|---|---|
| S e cor (1,238) Broadway and 31st-st, 1st floor, lease 5 years; Silas S. Higgins to Edward H. Brown (Official.) | 2,400 |

J. Y. SAVAGE, Deputy Register.

OFFICIAL RECORD OF MORTGAGES.

| | |
|---|---|
| Murphy, Thomas H and wife, to David Hadamard, n s 9th-st, e of 1st-ave; 3 years | $6,000 |
| Same to same, s s 10th-st, e of 1st-ave; 5 years | 5,000 |
| Ruck, Martha, to John A Canda, n s 62d-st, e of 10th-ave; 2 years | 5,000 |
| Buckhout, Peter and wife, to Samuel M Purdy, guardian, s s Mott-st, n of Washington-ave (23d Ward); 2 years | 5,000 |
| Schott, Chas H, to Oriental Savings Bank, s s 74th-st, e of 4th-ave; 1 year | 10,500 |
| Stroud, Edward, and wife to Samuel M Purdy, guardian, Berrian-ave, e s, (24th Ward); 3 years | 2,123 |
| Yeraance, Garret I, and wife to Susanna W Thorne, n s of 23d-st, w of 10th-ave; 1 year | 8,000 |
| Browne, Susanna, and husband to Henry Heber, s s of 111th-st, w of 3d-ave; 3 years | 3,500 |
| McManus, Wm, and wife to Susan Backus, s w cor of 3d-ave and 91st-st; 4 years | 10,000 |
| Wright, Agnes, and husband to Jas Inglis, s s of 50th-st, mortgage on lease instalment | 5,500 |

(Official.) J. Y. SAVAGE, Deputy Register.

## Country Real Estate For Sale.

FOR SALE—A COUNTRY SEAT of 53 acres in the beautiful village of GENEVA; situation excellent; good buildings and fine fruit. Apply to GERRIT H. SMITH Geneva, New-York.

FOR SALE—A COUNTRY SEAT—10 to 80 acres; large house, in good repair, well shaded; large barns, &c.; fruits of all kinds; fine location, near depot; 1½ hours' ride from New-York. Apply to WILLIAM MACKAY, Som