# THE COURTS.

## A FIFTH-AVE. FAMILY HOTEL.

MRS. MUSGRAVE SEEKS TO ENJOIN JOHN H. SHERWOOD.

A suit of Frances A. Musgrave against John H. Sherwood was argued at length yesterday before Judge Westbrook, in Supreme Court Chambers, on a motion to continue a temporary injunction. The plaintiff says that Mr. Sherwood, who owned four houses on Fifth-ave. above Forty-fourth-st., in 1873, sold to her husband, for her, the third house from the corner, at $110,000. She says that she and her husband were induced to purchase by assurances that the block would always be occupied by first-class private residences, and that no nuisances would be permitted on it. She declares, however, that Mr. Sherwood has converted the two houses nearer the corner of Forty-fourth-st. into an apartment or tenement house in connection with a house on Forty-fourth-st.; has put a steam-engine in this house, has built on the rear of his lots a house which overshadows her yard, has taken down her fence, and is now about to raise his apartment house two stories, using the party wall of the houses to support the new stories. She asks an injunction against this last change. The defendant denies that he made any such promises as the plaintiff claims. On the contrary, at that very time three of the adjoining corners were occupied for business purposes, while in the immediate neighborhood were several hotels, either already open or then in course of construction. Mrs. Musgrave bought in December, 1873. In 1874 he changed his houses, not into an apartment-house, certainly not into a tenement-house, but into a family hotel. The suites of rooms in it had no facilities for cooking or laundry work. They rented for from $1,000 to $6,000 a year each. His tenant paid him $41,000 a year rent and received about $60,000. This did not include the rent of an office at the corner, occupied by the Fifth Avenue Bank. The engine was a small engine, making no noise, or cinders, or smoke, except what an ordinary furnace made. It was used only for an elevator and for heating. It was now forty-five feet from the plaintiff's house, and would be moved to a place seventy-five feet from her house. The party-wall was of extra thickness and fully capable of supporting the additional stones. The fence taken down was a wooden one, and the wall put in its place was of ornamental brick; it was wholly on the defendant's land. The rear building complained of was a butler's pantry, not so high as the building formerly there. The real trouble, Mr. Sherwood asserts, is not that the two new stories will cause any injury to the plaintiff, but that while he has offered $7,000 a year for her house, her husband wants $10,000 a year, which he will not give. He says that the new stories will add $25,000 a year to the rental of the hotel, and that unless the changes are completed by September 15, he will lose the whole or a great part of next Winter's rents, as families usually decide upon their Winter residences about that time. He names a number of families now occupying the hotel to show that socially it does not injure the neighborhood.

The argument will be continued to-day. William A. Beach appeared for the plaintiff; Turner & McClure for the defendant.

## A GERMAN FIRM SUES ITS AGENTS.

Julius and Rudolph Herbich, doing business in Germany as Herbich's Sons, employed as their agents in this country Paul Berger and S. Sanderson. Their business was the purchase and sale of furs. Herbich's Sons have brought suit here against their agents, and the case came yesterday before Judge Westbrook in Supreme Court Chambers on a motion to continue an injunction.

According to the plaintiffs' story, one of their firm met Berger in Europe, when he supposed him to be engaged in their business in America. Berger gave as an explanation that he had had a sunstroke and had come to Germany for his health; but inquiries were made and these inquiries elicited a story that he had become involved in an expensive intrigue with a German actress. One of the German firm came here to ascertain the facts and found a considerable deficiency—about $20,000. The American firm at once turned over the goods in bond and the bills receivable, but demanded before the goods in their store, which amounted in value to about $30,000,—were turned over, $500 for each partner—as payment for his services. The German firm refused to comply, and asks an injunction restraining the defendants from taking any steps in regard to the property in the store.

The defendants in reply deny that they have in any way defrauded their German correspondents, and say that they have at once turned over to them all property in respect to which they have not had personal care and expense, but as to the remainder, they insist that they are entitled to remuneration either directly or by being allowed to go on and sell and to deduct their commissions. Judge Westbrook reserved his decision. Simon H. Stern appeared for the plaintiffs; William Fullerton for the defendants.

## A BRAZILIAN DENTIST'S FORGERY.

John J. Harrison, the Brazilian dentist, who was arrested yesterday for attempting to forge Brazilian bank-notes, was committed yesterday to the Tombs in default of $3,000 bail, at the Jefferson Market Police Court, on a charge of "attempting to defraud by forgery." The prisoner was taken to Court at an early hour, and looked nervous and uneasy. The Brazilian Consul-General, Salvador de Mendonca, appeared with his counsel, Smith & Rogers, the engravers whom Harrison engaged to make a plate of 200 milreis note of Brazil, on the plea that it was a libel, were in Court also. Mr. Kintzing, counsel for Harrison, demanded his discharge on the ground that no offence against the Statute had been committed, as the note was not a bank-note. Justice Morgan decided to hold the prisoner under Section 33, which states that "Every person who, with intent to injure or defraud, shall falsely make, alter, forge, or counterfeit any instrument or writing being, or purporting to be, the act of another, by which any pecuniary demand or obligation shall be or shall purport to be created, increased, discharged, or diminished, . . . upon conviction thereof, shall be adjudged guilty of forgery in the third degree." Mr. Kintzing obtained a writ of habeas corpus from Judge Westbrook, and it was served on Justice Morgan last night. The prisoner will be brought before Judge Westbrook to-day.

## A CHILD'S RIGHTS AGAINST PARENTS.

Thomas A. Darragh, a boy of fifteen, was committed to the House of Refuge on his father's complaint that he was a bad and incorrigible child, who would stay out at night and would not obey him. The commitment recited these facts and declared that "for such truancy" the boy was committed. The boy's mother applied by habeas corpus for his release, and the matter came yesterday before Judge Westbrook in Supreme Court Chambers.

Ex-Judge Stephen Fullerton, on behalf of the mother, urged that no offense of the child except truancy was charged in the commitment, and that the truant lawfully applied to children under 14 years of age. Judge Westbrook overruled this point, holding that "such truancy was equivalent to such acts as were described, and did not refer to the truant law; the question was whether the conduct described gave a right to the magistrate to commit the boy."

Counsel for the House of Refuge claimed, that as the mother had been divorced from the father, and the Court in that suit had awarded the custody of the child to the father, she had no right to bring this proceeding. Judge Westbrook overruled this claim, on the ground that any one might institute a proceeding by habeas corpus for the relief of a person wrongfully deprived of liberty. Counsel then claimed that the commitment was proper, as the boy was shown by the commitment to have left his father without permission. Judge Westbrook ruled, however, that the purpose of the statute was not to punish every leaving of home by a child without its parent's permission, but such departures without proper reason. A child might have good reason, from the cruelty or improper conduct of a parent, to leave him, and the commitment should show, but failed to show, the negative fact that the boy's having his father was without reason. The boy must therefore be released.

## CIVIL NOTES.

The report of the Commissioners of Estimate and Assessment for opening One-hundred-and-fifty-sixth, One-hundred-and-fifty-seventh, and One-hundred-and-fifty-eighth-sts., was yesterday confirmed, no one opposing.

Ann Riley, committed by the Surrogate for contempt, has procured an order from Judge Westbrook in Supreme Court Chambers that the Surrogate show cause why she is not released.

A motion in the suit of Henry H. Boody against Samuel J. Tilden and others, for an extra allowance to the defendants, who have won in the suit, was argued yesterday before Judge Westbrook in Supreme Court Special Term. Decision was reserved.

In the suit of Frederick A. Conkling against Richard Hamilton and others, already reported in THE TRIBUNE, Judge Westbrook in Supreme Court Chambers has modified the injunction against the defendants. It still restrains them from entering the mortgage made to them as Trustees by the Secor Sewing Machine Company, but permits them to defend suits brought against the mortgaged property.

The Public Administrator has withdrawn his objections to the appointment of Miss Mary Ellen Randall as administratrix of the estate of her uncle, Dr. Israel Randolph; who died suddenly on a street car several weeks ago. Proof was adduced before the Surrogate that Dr. Randolph had changed his name from Randall to Randolph, and that the persons bearing the former name were his relatives and next of kin, so claimed. As soon as Miss Randall's bond for $20,000 is found to be good, letters of administration will be issued to her.

## VALIDITY OF TOWN BONDS.

MUNICIPAL BONDS INVALID, UNLESS AUTHORIZED BY LAW.

WASHINGTON, July 17.—The Supreme Court of the United States, has rendered the following decision:

No. 207. The township of East Oakland, plaintiff in error, vs. William H. Skinner. In error to the Circuit Court of the United States for the Southern District of Illinois. The defendant in error, brought this suit in the Circuit Court of the United States, for the Southern District of Illinois, against the township of East Oakland, to recover the amount of certain interest coupons, issued with certain bonds by Charles Cetnert, supervisor, and is the agent of the said town, upon a subscription to the stock of the Paris and Decatur Railroad Company. The Paris and Decatur Railroad Company is a corporation of the State of Illinois, organized under an act of the General Assembly of said State, entitled "An Act to incorporate the Paris and Decatur Railroad Company," approved Feb. 18, 1861, with authority to construct, maintain and operate a railroad from the town of Paris to the town of Decatur, in said State. By the 5th Section of said act it is provided that "said corporation shall cause books to be opened for subscription to the capital stock thereof, to be divided into shares of fifty dollars each, at such times and places as they may choose, and shall give at least thirty days' notice thereof by publication in a newspaper published in the town or city where said books may be opened, and if there be no newspaper published therein, then the nearest newspaper thereto. It shall be lawful for all persons of lawful age, or for the agent of any corporate body, to subscribe any amount to the capital stock of said Company." It was by the authority of this section that the subscription on the ground of which the suit was made, and the bonds and coupons issued in payment therefor. Did this language, "the agent of any corporate body," give power to a municipal organization to subscribe and issue its bonds, as was here done? In the recent case of Campbell agt. the Paris and Decatur R. R. Co. (not yet reported), the Supreme Court of Illinois passed upon the effect of this statute. After quoting the section given above, the Court said: "This is the only provision in the charter in reference to subscriptions by either persons or corporations. It confers no power on municipal corporations to subscribe for such stock. The provision manifestly refers to private corporations when it authorizes agents to subscribe. It does not refer to counties, cities or townships, and cannot be held to embrace them. No power is conferred to call the election, or for the town officer to make the subscription, or to issue these or any other bonds." We have not been furnished with a copy of this decision, but it is referred to in the briefs of both parties. While its effect or conclusiveness is a subject of difference, the decision itself is not denied. If the Supreme Court of a state gives a construction to the language of a statute, and there have been no conflicting decisions, this Court, as a general rule, follows the construction thus given (Town of Elwood vs. Marey, 92 U. S. R., 289). It is said that the decision was ex parte, and that the decision was given on a made-up case—that the contest was not a real one. There is no evidence of the truth of these assertions, and we do not well see how evidence of that character could be produced to us. If the decision is to be attacked on such grounds, the proceedings must be had before the Court that made it, and upon notice to all interested. We are, however, all of the opinion that the case of Campbell vs. the Company, as above stated, was rightly decided, and as an original question, we concur in the opinion given by the Supreme Court of Illinois. We think the authority to "the agent of any incorporated body" to subscribe for stock in the railroad company was not intended to include, and did not include municipal corporations. It was designed to give authority to business corporations. It did not intend to give authority to any township, however remote from the road, to become one of its stockholders, the Court holding, in accordance with former rulings, that there was no valid subscription, because not authorized by law, and that this could be no bona fide holding where the bond was unauthorized, reverse the Judgment.

Mr. Justice Hunt delivered the opinion.

## DECISIONS—JULY 17.

*Supreme Court—Chambers*—By Judge Westbrook.—O'Reilly agt. The Western Union Telegraph Company.—Motion to vacate order of examination—denied. In the matter of Amsden, I wish to see Mr. Van Wyck. Talcott agt. Benton; Miller agt. La Bau; Dwight agt. McDowell; Adsveraid agt. Spader; Mutual Life Insurance Company agt. Architectural Iron Works; Miller agt. La Bau; Johnson agt. Sibbald; Brooks agt. Adams; In the matter of the New-York Cheap Transportation Company; Lewis agt. Stadler.—Orders granted. Oppenheimer agt. Von Buta and others.—Memorandum granted. Heyman agt. Heyman and others.—Granted.

*Common Pleas—Special Term*—By Judge Van Brunt. Schaefer agt. Kneps.—Receiver appointed. Stillwell agt. Hernandez; Jackson agt. McCahill.—Orders signed.

By Judge Van Hoesen.—In the matter of Conolly, etc.—Guardian appointed. Geschicht agt. Kuhne.—Motion denied Opposition see memorandum. Leicht agt. Leicht.—See memorandum.

## CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—WESTBROOK, J.

25. Strupp man agt. Strupp-man.
42. Smith agt. Hasbrouck.
54. Kuger agt. Matthias.
87. Bedford agt. Van Pelt.
88. Herpick agt. Sanderson.
7. Parker agt. Baxter.
10. Jacobs agt. Meyerhofer.
33. Pratt agt. Cohn.
34. Lord agt. Funk.
37. Burnside agt. Raymond.
39. The Marine Bank agt. Bode.
52. Carpenter agt. Kelley.
67. Graham agt. Canavan.
83. McDonald agt. Davis.
88. Bank for Savings agt. Lawrence.
89. Hollister agt. Goodman.
101. McDonald agt. Davis.
103. Steine agt. Gospe.
107. Depew agt. Conner, &c.
111. Davis agt. Wirth.
122. Continental Insurance Co. agt. Weeks (1).
123. Continental Insurance Co. agt. Weeks (2).
124. Continental Insurance Co. agt. Weeks (3).
144. Screven agt. Sloane.
151. Burnett agt. Donohue.
154. Dodge agt. Herbell.
157. Devlin agt. Fullerton.
160. Jackson agt. Holladay.
166. Herpick agt. Sanderson.
167. Swift agt. Foss.
168. Sessions agt. McCarthy.
169. McLean agt. Rotshchild.
170. Brunell agt. Murray.
172. Heller agt. Ingard.
174. Ludlow agt. Schumacher.
175. McLellan agt. Close.
176. Husted agt. The Mayor, &c.
177. Levy agt. the Mayor, &c.
178. Gibbons agt. the Mayor, &c.
179. Goldey agt. the Mayor, &c.
180. Weber agt. the Mayor, &c.
181. Foley agt. Rothbone.
182. Hurst agt. Stokes.
184. Union Theo. Seminary agt. Powers.
185. Matter of the opening of Eleventh-ave.
187. The Presbt. agt. Abbey.
188. Weber agt. Stockwell.
189. Smith agt. Rauter.
195. The Metropolitan Medical Co. agt. Haydick.
196. New Jersey agt. Burdett.
199. Church of the Redemption agt. the Rector.
200. Mary Grace Church agt. Fowler.
201. Funke agt. Phoenix Sick Association.
203. Ayer agt. Getty.
204. Humberger agt. Hymn.
207. Hooper agt. Fowler, jr.

## PASSENGERS ARRIVED.

FROM LONDON—*In steamship The Queen*, July 17.—Mrs. Vilhem, Mrs. Huybohe, Mr. and Mrs. W. S. Asburn and 8 children, Mrs. Glancy, 2 children and nurse, Mrs. E. Laus, J. Le Grow, J. H. Hallock, J. N. Bamondston, Miss E. Arnold, J. H. Wilhman, A. Tuthell, A. G. H. Mason, J. Newman, J. Payne, D. Simon, S. J. May and son, Mrs. H. Green and child, Mrs. H. Sartis, Miss L. Roach, Mrs. C. Brown, M. Townsend, Count and Countess Logragan, Wm. Barnes, Geo. Davidson, W. Showeller, Miss Alice Spark, L. Rotinacker, Jas. Little.

## MINIATURE ALMANAC.

Sun rises..... 4:44 | Sun sets..... 7:28 | Clock fast.... 5:58
Moon sets..... 11:42 | Moon south. 6:53 | Moon's age, days. 8

HIGH WATER TO-DAY—A. M.

Sandy Hook.. 1:23 | Gov. Island.. 1:01 | Hell Gate.... 3:50

HIGH WATER TO-DAY—P. M.

Sandy Hook.. 1:49 | Gov. Island.. 1:23 | Hell Gate.... 4:17

## SHIPPING INTELLIGENCE.

PORT OF NEW-YORK..... July 18

CLEARED.

Steamship Olympia (Br.), Ball, Bristol, England, Henderson Bros.
Steamship Ville de Paris (Fr.), Havre via Plymouth, Eng., Louis de Bebian.
Steamship Wyanoke, Couch, Richmond, City Point and Norfolk, Old Dominion Steamship Co.
Steamship Agnes, Smith, Philadelphia, Rogers & Morgan.
Steamship Glanchia Boers, Boston, R. E. Dimock.
Steamship Beverly, Wallace, Philadelphia, Jas. Hand.
Ship Pilen Austin, Griffin, London, Eng., Grinnell, Minturn & Co.
Ship Sacramento, Nelson, Melbourne, Australia, R. V. Cameron & Co.
Ship St. Petersburg (Nor.), Hansen, London, England, C. Tolnas & Co.
Bark Lampa (Nor.), Ossen, Danzig, Germany, Denham & Berrean.
Bark Agostino (Ital.), Scanlerba, Cork or Halifax, John G. Seager.
Bark Vale (Nor.), Gundersen, Stettin, Ger., Bockmann, Oerlein & Co.
Bark Charles Bell (Nor.), Steen, Cronstadt, Russia, Louis Tetecka.
Bark Estella, Poole, Rio de Janeiro, J. E. Ward & Co.
Bark Lima (Ger.), Schutte, Bremen, C. Parmstedt & Co.
Bark Spindway (Br.), Stronach, Bristol, England, D. B. De Wolfe & Co.
Bark Ragnhild (Nor.), Jacobsen, Bordeaux, France, Funch, Edye & Co.
Bark Lavgen (Nor.), Magnussen, Elsinore, Funch, Edye & Co.
Schr. Bertha J. Fellows, Smith, Perth Amboy, N. J., Joel Fyre & Co.
Schr. Blanche (Br.), Wheaton, Rio Grande, George F. Bulley.
Schr. Laura (Br.), Foster, St. John, N. B., A. T. Haney.
Schr. Sarah Prince, Proctor, Portland, Me., Wilson Godfrey.
Sloop Kimedon, Beebe, Bridgeport, Conn., Master.
Sloop Nevada, Brown, Bridgeport, Conn., National Freight and Lighterage Company.

ARRIVED.

Steamship Carondelet, Fairchild, Havana, July 12, with mdse. and passengers, to Jas. E. Ward & Co.
Steamship Charleston, Lewis, Charleston, July 14, with mdse. and 74 passengers, to J. W. Quintard & Co.
Steamship City of Alma, Stevens, Fernandina, July 12, Brunswick, Ga., 13th, and Port Royal, S. C., 14th, with mdse. and passengers, to C. H. Mallory & Co.
Steamship Neptune, Berry, with mdse. and pass. to Metropolitan Steamship Co.
Steamship Hudson, Gager, New-Orleans July 12, with mdse. and pass. to Clark & Sensman.
Steamship Isaac Bell, Lawrence, Richmond, City Point and Norfolk, with mdse. and passengers, to Old Dominion Steamship Company.
Steamship Hopdon, Kempton, Savannah, July 14, with mdse. and passengers, to Geo. Yonge.
Ship John Potter (of Boston), Duncan, Havre, June 3, in ballast, to Vernon H. Brown & Co. Anchored in Gravesend Bay for orders.
Ship India (Port. Lessa, Pernambuco, 32 days, in ballast, to G. Amsinck & Co.
Ship Arbor (of Boston), Lemson, Sourabaya, March 25, to Vernon H. Brown & Co. Anchored at Sandy Hook for orders.
Brig Dawn (of Gaspe), Collas, Rio Janeiro, 38 days, with coffee, to Johnston, Fry & Co.
Brig Ellen P. Stewart, Brier, Caibarien, 10 days, with sugar to Berdan Bros. & Co.; vessel to Jas. e Borland.
Brig Matilde (Ital.), Mare ca, Lisbon, 41 days, with mdse., Funch, Edye & Co. June 20, lat. 27.47, lon. 49, spoke bark Camelia (Ital.), from Seville for New-York.
Brig Scotia (Nor.), Jansen, Palermo, 42 days, with fruit, to Funch, Edye & Co.
Brig Martha A. Berry, Berry, Cow Bay, C. B., 9 days, with coal, to Perkins & Job.
Bark Verranda (Ital.), Pollio, Lleata, 66 days, with sulphur, to Lauro, Storey & Co. Passed Gibraltar May 26.
Barg Anastasia (Span.), Abrilguela, Cienfuegos, 18 days, in ballast, to master.
Bark Jose E. Moro, Carlisle, Sagua la Grande, 10 days, with sugar, to Benedit, Frances & Co.; vessel to Hicks & Bell.
Bark Brilliant (Nor.), Christensen, Lancrick, 36 days, in ballast, to Funch, Edye & Co.
Bark Francesco (Ital.), Marescu, Trapani, 50 days, with salt, to order; vessel to Slocovich & Co. Passed Gibraltar May 29.
Schr. M. B. Midon (of Savannah), Port Royal, S. C., 6 days, with lumber, to J. E. Lesher; vessel to master.
Schr. Hazelhurst, Hemorest, Key West, 14 days, to Const Wyckoff & Co.
Schr. L. P. Wing, Johnson, Virginia, with railroad ties.
Schr. F. Bell, Allen, Virginia, with wood.
Schr. W. H. Van Brunt, Hazelwood, Jacksonville, 8 days, with lumber, to Van Brunt & Bro.
Schr. Nelly Potter, Howard, Washington, N. C., 3 days, with naval stores, to W. P. Clyde & Co.
Sch. Jamestown, Hamilton, Virginia, with coal.
Schr. C. H. Price, Foster, Virginia, with potatoes.
Brig Gem (of New-Haven), Pierce, Barbadoes, 16 days, with molasses, to D. Trowbridge & Co.
Schr. Carrie M. Richardson (of Philadelphia), Richardson, Matanzas, 10 days, with sugar, to Havemeyer & Elder; vessel to Snell, Soc & Co.
Schr. Lottie (of St. Andrews, N. B.), Britt, St. John, N. B., with lumber, to A. T. Haney.
Schr. Orinko, Foster, Ellsworth, with staves, for Rondout.
Schr. Sarah Clark, Dearse, Gardiner, with lumber, to John Boynton & Son.
Schr. Nellie F. Huntley, Hadnes, with lath, to master.
Schr. Ina and Annie, Allen, Vinalhaven, with granite, for Albany.
Schr. G. S. Miller, Rogers, Nantucket, with fish, to Rogers & Co.
Schr. Cyrus Hall (of Boston), Howes, Sagua La Grande, 10 days, with sugar, to Grinnell, Minturn & Co.; vessel to Parsons & Lond.
Schr. Geo. W. Walter, Creston, Boston.
Schr. B. L. Sherman, Delaney, Boston.
Schr. Harriet Byron, Holdens, Dorchester.
Schr. Eliza A. Anderson, Bettins, Boston.
Schr. Samuel L. Crocker, Hinckley, Taunton.
Schr. Enos Lewis, Lewis, Providence.
Schr. Leontine, Stevens, Providence.
Schr. Kate Strandon, Palmer, Providence.
Schr. Mingoe, Phillips, Providence.
Schr. Sam Mitchell, Hallett, Provincetown.
Schr. Dawn, Dawson, Fall River.
Schr. L. Abell, Carr, Somerset.
Schr. L. L. Hamlin, Velser, Providence.
Schr. Henry May, Hatchis, Providence.
Schr. Lady Ellen, Howe, Providence.
Schr. Mediator, Davis, Fall River.
Schr. M. M. Hamilton, Davis, Cuttyhunk.

SAILED

Steamships Wisconsin, for Liverpool; Wyanoke, for Norfolk, &c.; ships Belle Morse, for Shanghai; Black Watch, for Bremen; barks Jos. Baker, for Valparaiso for orders; Christopher Columbus, for Morgan Phil; Assyrian, for Palmer Island, J. E. L.; brig Blanche, for Rio Grande do Sul.

SAILED BY WAY OF LONG ISLAND SOUND.

Ship City of Philadelphia, for Calcutta; bark Martha P. Tucker, for Buenos Ayres; schrs. Charlie Cobb, for Boston; Lucy Ames, for Bath; Convoy, for Belfast; John Stockham, Atlantic and Mary Isabel, for Providence; Agnes, for Salem; steamship Glaucus, for Boston.

SUNSET—Wind light, S. W., hazy.

FOREIGN PORTS.

QUEENSTOWN, July 17.—The Cunard Line steamship Marathon, Capt. Garrett, from Boston July 7, arrived here at midnight last night and proceeded to Liverpool.

MOVILLE, July 1.—The Anchor Line steamer California, Capt. Campbell, from New-York July 7, for Glasgow, arrived here to-day.

LONDON, July 17.—The Norwegian bark Athlet, Capt. Norbeck, from Baltimore June 25, arrived at Queenstown yesterday. She landed the crew of the German Bark Otto, Capt. Schupp, from Doroy, which was abandoned in a sinking condition on the 29 of June.

SOUTHAMPTON, July 17.—The North German Lloyd's steamer Neckar, Capt. Willigerod, from New-York July 7, for Bremen, arrived here to-day.

LONDON, July 17.—Sailed 16th inst., Pacific, Capt. Grung; Bremen, Capt. Curphy, Anna, Capt. Sanorine. Arrived, 11th inst., Anna, Capt. Petterson; 15th inst., Espana, Nymphen, Capt. Kjole, John Read; 16th inst., Semiramis, Enchantress, Maria and Sarah, Albion, Capt. Frederickson, Lindola, Charlie Baker, Vehon, Royal Harrie, Bremen, Capt. Leitke, Jupiter, Capt. Salemson, Grecian, Natvig; 17th inst., Agostina D.

DOMESTIC PORTS.

FORTRESS MONROE, Va., July 17.—Passed in, brig Dudley, from Paysander, and schooner Edith, from Nevassa. Arrived, brig Cara J. Adams, from Havana, for orders.

PORT ROYAL, S. C., July 17.—Sailed, schooner Kindeberg, Robertson, New-York.

SAN FRANCISCO, Cal., July 17.—The steamer Alaska, from Hong-Kong, via Yokohama, arrived here this morning. The news brought by this steamer was anticipated by the arrival of the steamer Belgic, yesterday.

PHILADELPHIA, Pa., July 17.—Arrived, steamers Alliance, Carr, Richmond; Manhawken, Davison, New-York; ship Challenger, Thompson, Bath; bark Reuben S. Hughes, Newcastle, Eng.; schooners Irving Berry, Port Spain; Addie R. Warner, Lewis, Port Antonio; E. P. Caboda, Swain, Boston; Maggie Cain, Scull, Boston; Mary Haley, Carsen, Boston; J. C. Cottingham, Ayres, Boston; E. B. Evernam, Lloyd, Boston; H. E. Shubert, King, Boston; Lena Breed, Stillwell, Lynn; R. Turco, Pettingill, Porto Rico; A. Falkenberg, Early, Bristol; J. C. Cottingham, Ayres, Newport; H. M. Buell, Ireland, Gloucester; E. S. Lee, Lee, Boston. Sailed, steamers Regulator and Defiance.

(For Latest Ship News see Fifth Page.)

## Legal Notices.

STATE OF NEW-YORK.—Supreme Court, County of Ontario.—RHODA E. JOHNSON, agt. FRANK F. JOHNSON.—Summons.—To said defendant: You are hereby summoned and required to answer the complaint of said plaintiff, a copy of which was filed in Ontario County Clerk's Office, at Canandaigua, N. Y., July 16, 1877, and to serve a copy of your answer on the subscriber, at Naples, N. Y., within twenty days after the service of this summons, exclusive of the day of service, or the plaintiff will apply to the Court for the relief demanded in the complaint.
POTTLE & SPRAGUE, Plaintiff's Attorney's, Naples, N. Y. jy18 1aw6wW

SUPREME COURT.—WILLIAM SEYMOUR, jr., executor, &c., against MARY W. QUIRK and others.—In pursuance of a judgment or decree in this action, bearing date the 17th day of April, 1877, the undersigned, William Seymour, jr., sole surviving executor of the last will of John B. Schneider, deceased, under the direction of Philip T. Rueggles, a referee appointed by the Court for that purpose, will sell at public auction, by A. J. Bleecker & Son, Auctioneers, on the 26th day of July, 1877, at 12 o'clock noon of that day, at the Exchange Salesroom, No. 111 Broadway, in the City of New-York, the following-described premises, to wit:

Two lots of land, with the four-story building thereon, situate at the northwest corner of White and Church streets, in the City and state of New-York, containing fifty feet front on White-street and the depth, and also on Church-street, and known by the street Nos. 30 and 32 White-street.

Also, four houses and lots of land in said city on north-west corner Carmine and Bleecker-streets, containing 75 feet front on Carmine and on Bleecker streets, and in depth on each side 77 feet, and known by the street Nos. 17, 19, 21, 23 Carmine-street.

Also, the dwelling-house and two contiguous lots of land on Canal and Varick streets, containing 29 feet on Varick-street and 21 feet on Canal street, and known by the street No. 437 Canal-street.

Also, the house and lot of land on the westerly side of Canal-street, containing 18 feet front on Canal-street and in rear, and 100 feet in depth, and known by the street No. 415 Canal-street.

Also, house and lot on the southerly side of 23d-street, distant 129 feet 7½ inches west from corner of 23d-street and 8th-avenue, containing 25 feet 8 inches on 23d-street and in rear, and 98 feet 9 inches in depth on each side, and known by the street No. 214 West 23d-street.

Also, at the same time, will be sold the following personal estate:

50 shares East River Bank in City of N. Y., 112 shares Mechanic Exchange Bank of N. Y., 125 shares Butchers' and Drovers' Bank of N. Y., 150 shares Bank of New-York, 80 shares Bowery Fire Insurance Co. of N. Y., 5 shares Jefferson Fire Insurance Co. of N. Y., 120 shares North River Fire Insurance Co. of N. Y., 100 shares Brooklyn City Gas Light Co. of Brooklyn, 1,950 shares Manhattan Gas Light Co. in City of New-York, 151 shares Metropolitan Gas Light Co. of N. Y., 192 shares Williamsburgh Gas Light Co. of Williamsburgh, 120 shares N. Y. Life Ins. and Trust Co. of N. Y. City, 50 shares Nassau Gas Light of Brooklyn, Scrip of Nassau Gas Light Co. of Brooklyn, Scrip of Williamsburgh Gas, Scrip of Metropolitan Gas, Scrip of Jefferson Ins. Co.

Dated New-York, June 5, 1877.

WILLIAM SEYMOUR, jr.,
Executor, &c., of John B. Schneider, deceased.
PHILO T. RUGGLES, Referee.
S. W. GAINES, Plaintiff's Attorney, 284 Pearl-street, N. Y. jy18 2tw

## Machinery.

JOHN ROACH & SON,

MORGAN IRON WORKS, NEW-YORK, AND CHESTER, PENN.,

IRON SHIP-BUILDERS

manufacture STEAM MACHINERY of every description, BRASS and IRON CASTINGS, FULL PLATE IRON of all thicknesses; have the only large FORGE for heavy shafting, &c., in New-York City. REPAIRS made expeditiously.

## Ice Cream.

A FACT.—HORTON'S ICE CREAM IS MADE FROM PURE ORANGE COUNTY CREAM, and is not only the richest but most reliable and only STANDARD ICE CREAM IN MARKET. Try it and you will use no other. CHURCHES, STRAWBERRY FESTIVALS, and THE TRADE supplied at 25c. PER QUART. To Families by the gallon, 30 cents per quart. Depots, 305 Fourth-ave., 1,204 Broadway, and 75 Chatham-st

FUSSELL'S ICE CREAM—Best in the city. 25 cents per quart to churches and strawberry festivals. Hard Cream, in boxes, to carry home. No. 12 Bible House

## Horses, Carriages, Harness, &c.

CARRIAGES of nearly all Styles and Quality at extreme low prices, and warranted as represented. Buy of the maker, and get the full worth of your money. GRUBE, 366 Canal-st.

HORSE WANTED.—Wanted, to purchase, a horse about 15½ hands high, for family use; must be sound and a good roadster. Address, WILLIAMS, Box 39, Tribune Office.

## Proposals

THE TRUSTEES OF THE NEW-YORK AND BROOKLYN BRIDGE, OFFICE, No. 21 WATER-ST., BROOKLYN, July 14, 1877.

SEALED PROPOSALS will be received at the Office of the New-York and Brooklyn Bridge until SATURDAY, July 21, for removing on scows the surplus material from the bridge approaches.

Information can be had at the Engineer's Office as to the quantities, time, etc. Address HENRY C. MURPHY, President, 21 Water-st., Brooklyn.

## Corporation Notices.

DEPARTMENT OF PUBLIC PARKS, 36 UNION-SQUARE, NEW-YORK, July 3, 1877.

PROPOSALS FOR REFLOORING THIRD-AVENUE BRIDGE, OVER HARLEM RIVER.—Proposals, in sealed envelopes, will be received at the office of the Department of Public Parks, 36 Union-sq., New-York City, until Wednesday, the 25th day of July, 1877, at the hour of half-past nine o'clock, a. m., when they will be publicly opened, for laying a new wooden floor on the roadway of Third-av. Bridge, over Harlem river, in the City of New-York. For full particulars see *The City Record*, for sale at No. 2 City Hall.

## European Advertisements.

TAMAR INDIEN GRILLON

(Universally prescribed by the Faculty).—A laxative, refreshing, and medicated fruit lozenge, for the immediate relief and effectual cure of constipation, hemorrhoids, bile, hemorrhoids, &c. Tamar, unlike pills and the usual purgatives, is agreeable to take and never produces irritation. Prepared by E. GRILLON, 27 Rue Jacob, Paris Depot. CARWELL, HAZARD & Co., corner Fifth-ave. and Twenty-fourth-st., New-York.

## Bankrupt Notices.

DISTRICT COURT OF THE UNITED STATES, for the Southern District of New-York.—In the matter of ANDREW SIMPSON, Bankrupt.—In bankruptcy.—A warrant in bankruptcy has been issued by said District against the estate of Andrew Simpson, of the County of New-York, of the State of New-York, in said District, adjudged a bankrupt upon the petition of his creditors, and the payment of any debts, and the delivery of any property belonging to said bankrupt to him or to his use, and the transfer of any property by him are forbidden by law. A meeting of the Creditors of said Bankrupt to prove their debts and choose one or more Assignees of his estate will be held at a Court of Bankruptcy to be holden at No. 129 Fulton-st., in the City of New-York, in said District, on the 30th day of July, A. D. 1877, at 10 o'clock a. m., before Edgar Ketchum, Esq., one of the Referees in Bankruptcy of said Court.

LOUIS F. PAYN, Marshal—Messenger.

## Summer Board.

*I regard* THE NEW-YORK TRIBUNE *as the best medium for advertising my business that I have hitherto used. Its moderate charges, the fact that all its advertisements are classified and indexed, and the clear and nice display which it makes of its advertisements, combine, in my judgment, to give to its advertisers most excellent advantage, and renders a full equivalent for the money expended. I am more than satisfied with the result of my use of its columns.*—JAMES C. JACKSON, *Our Home Hygienic Institute, Dansville, N.-Y.*

ALL wanting choice BOARDING places call at THE BOARDERS' DIRECTORY, 797 Broadway.

ALPINE HOUSE, Bethlehem, N. H.—New house, new furniture; location commands entire view of White and Franconia ranges. Best a low rates from Sinclair House. Prices moderate. Circular sent on application. C. H. CLARK, Proprietor.

A FEW FAMILIES or single persons can be accommodated with good Country BOARD; rooms large and airy; location pleasant and very healthy; just miles from Peekskill; good table; terms moderate. Address A. SHEIN, WOOD Putnam Valley, N. Y.

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ARLINGTON HOUSE, Stamford, Conn.—Is located on high ground; is free from Malaria and Musquitoes. Fruit and fresh Vegetables from Owner's Farm. Salt water bathing convenient. Board $8 and upwards. L. W. KNAPP, Manager.

ARTIST'S FALLS HOUSE, situated near the celebrated Artist's Falls, North Conway, N. H. House nearly new, beautiful lawns and excellent shade. As a quiet retreat, it offers special inducements to families. Prices to suit the times. Address AUGUSTUS EASTMAN, Prop.

BETHLEHEM, Litchfield County, Conn.—Quiet Board for Adults. F. S. CURTIS.

BOARD AT CORNWALL, ON FARM, MOUNTAIN air, good fare, 2 hours from N. Y. 8 trains daily. Address S. BRUNDAGE, Mountainville, Orange Co.

BOARD IN PRIVATE FAMILY.—Succasunna, Morris Co., N. J.; large rooms; shade; terms, $7 and $8 per week. Address MRS. FETTER.

BOARD at a Farm-house in the Catskills. Fine views; plenty of shade, bathing, telegraph, daily mail. Stages passing my door. $7 per week. Address J. M. JENNINGS, East Durham, Greene Co., N. Y.

BOARD WANTED at MONTCLAIR, N. J., for a gentleman and wife during August; good table, vegetables, fruit, shade, near depot, not over $14 a week. Address COMFORT, Box 56, Tribune office.

BRIDGEHAMPTON, L. I.—Private Boarding-house; surf-bathing; rooms large and airy; accommodations for 8 or 10; plenty of shade, fishing, sailing; terms, $8 per week. Address SAMUEL MULFORD, Bridgehampton, L. I.

BOARDING at the Evergreen Lawn fruit farm, Highland, Ulster County, N. Y.; terms moderate; house large and commodious; high ground; spacious lawns; cool verandahs. For particulars address N. W