# THE COURTS.

## THE UNITED STATES SUPREME COURT.

SEVERAL DECISIONS OF IMPORTANCE RENDERED—AN EX-POST FACTO DEFINED.

WASHINGTON, April 2.—A decision was rendered by the United States Supreme Court to-day in the interesting criminal case of Charles F. Kring, plaintiff in error, against the State of Missouri, brought here upon a writ of error from the Supreme Court of that State. Kring, the plaintiff in error, on January 4, 1875, shot and killed Dora Broemser. At the March term of the St. Louis Criminal Court, in the same year, he was indicted for murder in the first degree, tried, found guilty and sentenced to be hanged. Upon appeal, the judgment of the Criminal Court was reversed and a new trial was ordered. Two more trials followed, in both of which the jury failed to agree. Upon the fourth trial the prisoner made an agreement with the State Attorney to plead guilty of murder in the second degree upon condition that his sentence should be imprisonment for a period not longer than ten years. Under this plea, however, he was sentenced to imprisonment for twenty-five years. He again appealed, and the judgment of the lower courts was reversed by the Supreme Court, and the cause a second time was remanded. Upon his next trial, the prisoner refused to withdraw his plea of guilty of murder in the second degree, or to make any other plea, whereupon the Court ordered a plea of not guilty to be entered for him, and he was again tried for murder in the first degree, found guilty and sentenced to death. He appealed successively to the Court of Appeals and to the Supreme Court of the State. In both of these tribunals the judgment and sentence of the Court below were affirmed. The sentence was then ordered to be executed February 24, 1882, but before that time Judge Miller, of the United States Supreme Court, granted a writ of error, and the case was brought here for final review.

Under the Constitution and laws of Missouri, in force at the time the offence was committed and the indictment found, the prisoner could not be tried for murder in the first degree after he had been convicted or pleaded guilty of murder in the second degree, out under the Constitution of 1875, as construed by the Supreme Court of Missouri, one indicted for murder in the first degree and convicted, or sentenced on a plea of guilty of murder in the second degree, may be again tried for murder in the first degree in case of an appeal and reversal.

Justice Miller, in a long and carefully written opinion, rendered the decision of this Court, which may be briefly summed up as follows:

"We are of opinion that any law passed after the commission of an offence which, in relation to that offence or its consequences, alters the situation of a party to his disadvantage, is an *ex-post-facto* law. No one can be criminally punished in this country except according to a law prescribed for his government by the sovereign authority before the imputed offence was committed, and which existed as a law at the time. . . . The judgment of the Supreme Court of Missouri is reversed and the case remanded to it with directions to reverse the judgment of the Criminal Court of St. Louis and for such further proceedings as are not inconsistent with this opinion."

Chief Justice Waite and Justices Bradley, Gray and Matthews dissented.

This decision, rendered by a bare majority of one, finally relieves the prisoner from the sentence of death which has been hanging over him for the past seven years.

A decision was also rendered in the tax case of the Memphis and Charleston Railroad Company against the United States, brought here upon a writ of error from the United States Circuit Court for the Western District of Tennessee. This was a suit instituted by the United States to recover taxes alleged to be due from the company, under the Revenue acts of 1862-'64 and '66, on account of interest coupons and dividends paid between July 1, 1862 and January 1, 1866. This Court holds that it was not a valid defence for the company to show that its income during the time specified came from property which was within Confederate territory; the property, although within Confederate lines, belonged to the company, and the income derived from it was actually paid out by the company in dividends to stockholders and to discharge the corporate debts for interest, and was, therefore, liable to tax. It would have been proper for the Court below to direct the verdict for the United States which was given in this branch of the case. Where it appears that at the end of a civil war during which interest has fallen in arrears and earnings have substantially suspended, the company, in reorganizing its affairs for future business, either funds its past due coupons in a new issue of bonds or pays them from the proceeds of the sales of the new bonds, such facts constitute a complete defence to a suit for the recovery of a tax charged on such payments of interest. The compromise made between the United States and the company in 1870 was, as shown by the papers in evidence, confined to the claims of the United States for taxes and penalties growing out of the interest which matured between May, 1866, and July, 1868. The judgment of the Circuit Court is reversed and the cause remanded for such further proceedings not inconsistent with the opinion of this Court as justice may require. Opinion by Chief Justice Waite.

A decision was rendered in another case affecting this same railroad, viz.: The Memphis and Charleston Railroad Company against the State of Alabama for the use of Jackson County. This was an action brought by the State in one of its courts against the railroad company, whose road passed through its limits, to recover the amount of a county tax assessed upon the road's property. The question raised here is whether the suit was removable from the State to the Federal Courts on the ground that the railroad was a corporation of Tennessee. This Court holds that the Memphis and Charleston Railroad Company is made by the statutes of Alabama an Alabama corporation, and although previously incorporated in Tennessee, it cannot remove into the Circuit Court of the United States a suit brought against it in Alabama by a citizen of Alabama. The decree of the Circuit Court is affirmed. Opinion by Justice Gray.

Decisions were also rendered by the Court to-day in the Missouri bank cases—a series of criminal suits brought in the name of the United States against some of the officers and directors of the National Bank of Missouri for alleged fraudulent misappropriation of the funds of that institution. The cases, which all come up on demurrers to the indictments, are as follows: No. 486. The United States, plaintiffs, against James H. Britton. On certificate of division from the Circuit Court of the United States for the Eastern District of Missouri. This suit is founded on Section 5,209, Revised Statutes. The Court holds that it was necessary in all the counts of the indictment which charge a fraudulent purchase of the stock by the defendant, to state that the moneys of the association used in the purchase of the stock were misapplied for the use and benefit of some person or company other than the association. From this view it follows that the first thirty-six counts of the indictment must be held good. Counts 37 to 76 inclusive are insufficient and bad. The first branch of the first certified question and the second, seventh and ninth questions are answered in the affirmative, and the fifth, sixth and eighth questions in the negative. Opinion by Justice Woods.

No. 407—The United States, plaintiffs, agt. James H. Britton. On certificate of division. This is also a suit based upon section 5,209 of the Revised Statutes. The Court holds that the offence charged might be an act of maladministration on the part of the defendant; it might show neglect of official duty, indifference to the interests of the association or breach of trust, and might subject the defendant to the severest censure and to removal from office, but to call it a criminal misapplication by him of the moneys and funds of the association would be to stretch the words of this highly penal statute beyond all reasonable limits. The first, third and fourth questions are answered in negative. No answer to the second question is necessary. Opinion by Justice Woods.

No. 409—The United States, plaintiffs, agt. James H. Britton and Barton Bates. On certificate of division. This suit is based on sections 5,209 and 5,440 of the Revised Statutes, and embodies a charge of conspiracy to defraud. The Court holds that under this indictment the defendants are not liable to the penalties provided by section 5,209 upon proof that they, as directors of the bank, wilfully voted for the declaration of a dividend, knowing there were no net profits out of which to pay the same, because it is not the offence with which they are charged in the indictment, and as they are charged with a conspiracy to do an act which is not an offence, the Court is of opinion that no penalties could be inflicted on them under the indictment. The first branch of the fifth question is answered in the negative. No answer to the other questions is necessary.

No. 410.—The United States, plaintiffs, agt. J. H. Britton and Barton Bates. On certificate of division. The Court holds that the indictment in this case is bad and that no good indictment can be framed upon the facts as they appear therein. The first and third questions are answered in the affirmative and the second and fourth in the negative. Opinion by Justice Woods.

No. 411—The United States, plaintiffs, agt. J. H. Britton and Barton Bates. On certificate of division. The first and third questions are answered in the negative. No answer to the second question is necessary. Opinion by Justice Woods. The effect of the above decisions will, it is thought, be to strengthen the defence in all the cases, although thirty-six counts of the indictment against J. H. Britton, president of the bank, are held to be good in case No. 406. These thirty-six counts charge the defendant with making false entries in the books of the bank, with the intent to deceive the Controller and to injure and defraud the association.

A decision was also rendered by the Court to-day in the municipal bond case of the Mayor, etc., of the city of Savannah against Eugene Kelly. In error to the Circuit Court of the United States for the Southern District of Georgia. This was a suit brought by Eugene Kelly upon certain coupon bonds of the Savannah, Albany and Gulf Railroad Company, which bear the indorsed guarantee of the Mayor and Aldermen of the city of Savannah. The defendant in error seeks to recover from the guarantors the amount due on the bonds. In the court below the city set up the defence that the guarantee was made without consideration and without legal authority, and was, therefore, void. The issue of bonds in controversy bears the date of January 1, 1859, and amounts to $300,000. The Court holds that the act of the state Legislature of 1838 authorized the guarantee made by the city upon the bonds and that it constitutes a valid and subsisting liability. Judgment affirmed with costs and interest. Opinion by Justice Matthews.

The judgment in the similar case of the Mayor, etc. against A. M. Martin is also affirmed for the reasons above given. The other decisions to-day were as follows:

No. 187—Mrs. Peter Duff et al., appellants, against the Sterling Pump Company. Appeal from the Circuit Court of the United States for the Northern District of Illinois. Decree affirmed with costs. Opinion by Mr. Justice Blatchford.

No. 199—Ludloff Brothers, plaintiffs in error, against the United States. In error to the Circuit Court of the United States for the District of Maryland. Judgment affirmed. Opinion by Justice Blatchford.

No. 197—Jonathan Kirkbride, plaintiff in error, against Lafayette County. In error to the Circuit Court of the United States for the Western District of Missouri. Judgment reversed with costs, and cause remanded, with direction to enter judgment for the plaintiff. Opinion by Justice Harlan.

No. 174—The St. Paul and Chicago Railway Company, plaintiff in error, against Samuel McLean. In error to the Circuit Court of the United States for the Southern District of New-York. Judgment affirmed with costs. Opinion by Justice Harlan.

No. 66—The Manhattan Medicine Company, appellant, against Nathan and John T. Wood. Appeal from the Circuit Court of the United States for the District of Maine. Decree affirmed with costs. Opinion by Justice Field.

No. 185—Edgar A. Baldwin and others, plaintiffs in error, against F. G. Starks. In error to the Supreme Court of the State of Nebraska. Decree reversed with costs and cause remanded with instructions to affirm the decree of the District Court of Lancaster County, dismissing the bill. Opinion by Justice Miller.

No. 10—Original, ex parte in the matter of E. E. Norton, petitioner. Writ of mandamus awarded. Opinion by Chief Justice Waite.

No. 1,232—F. M. Long et ux, plaintiffs in error, against Daniel Bullard; motion for supersedeas denied. Announced by Chief Justice Waite.

At the end of the reading of opinions the Chief Justice announced that the Court would adjourn for the term on May 1, and would not hear arguments in any case after the 27th inst.

No. 1,241—The State National Bank, of Springfield, plaintiff in error, against the St. Louis Hall Fastening Company, in error, to the Circuit Court of the United States for the Southern District of Illinois. Docketed and dismissed with costs.

No. 12—Original ex parte in the matter of the State of Iowa, petitioner. Leave granted to file petition for mandamus.

No. 11—Original ex parte in the matter of Haag Haag, petitioner. Habeas corpus submitted.

No. 223—Richard S. Allen, plaintiff in error, vs. William N. McVeigh. Argument.

No. 224—J. Gross, plaintiff in error, vs. the United States Mortgage Company. Submitted.

No. 225—Mary and James Bero, plaintiffs in error against the County of Dallas. Submitted.

No. 226—Joan S. Barlow, receiver, etc., appellant against Sylvanus Kelly. Submitted.

No. 227—John D. Wright and others, plaintiffs in error against the United States. Submitted.

No. 228—The Providence and New-York Steamship Company, plaintiffs in error against the Hill Manufacturing Company. Argument begun.

## A SUIT FOR THREE MILLIONS AND A HALF.

PHILADELPHIA, April 2.—The case of the executors of Noble, Hammett and others against the estate of the late Judge Asa Packer was taken up for argument in the Supreme Court to-day. The suit involves, it is said, about $3,000,000. It originated through the association of Judge Packer with Josiah Noble and Barnabas Hammett in a commission partnership in this city. The claim of Noble and Hammett is for a twentieth interest in the Lehigh Coal and Navigation Company.

## COURT OF ALABAMA CLAIMS.

WASHINGTON, April 2.—In the Court of Commissioners of Alabama Claims to-day arguments were heard as follows:

No. 7—Moses Lehn and others, et al. The United States—Submitted on brief for claimant, and argument on behalf of respondents.

No. 11—Andrew Born agt. the United States—Submitted on brief.

No. 16, Thomas Corbett; No. 17, John Souza Brandi; No. 19, Manuel C. Machado; No. 23, Gustave Anderson; No. 34, James Powell; No. 98, Elijah Stanley; No. 144, Mark E. Gillespie; No. 145, Thomas Johnson; No. 200, Elizabeth Hill; No. 278, Samuel Joseph; No. 295, A. Edwin Clarke; and No. 301, Jose Da Lanzadeira and Thomas Wilcox agt. the United States, were argued and submitted.

## BERNHARD H. BARWICH'S WOUNDED HEART.

HIS STORY OF HIS ENGAGEMENT WITH MISS REBECCA M'LEAN—HER APPEARANCE IN COURT.

The suit for breach of promise of marriage brought by Bernhard H. Barwich, of No. 237 East Fifty-third-st., against Miss Rebecca McLean, of Stapleton, S. I., which was entered in the Superior Court before Judge Truax, was, by mutual consent, turned over to Joun Cronk, of No. 229 Broadway, who was appointed referee. The plaintiff, through his counsel, Oscar J. Hochsadler, avers that on August 10, 1882, the defendant promised to marry him; that while he always has been and is willing to marry her, she refuses to carry out her agreement. By reason of her refusal he has suffered great injury in mind and body. He asks, therefore, for $10,000 and the costs of the action to heal his wounded heart. The defendant, through her counsel, R. Doran Killiam, admits that she promised to marry the plaintiff within six months from August 10, 1882, but she says that on October 29 they mutually agreed to postpone the marriage until one year after the death of her mother, which took place on October 4. On January 20, 1883, the plaintiff said that he would not marry her and returned her engagement ring. She asserts, therefore, that any sufferings that he may have endured were brought about by his own wrong act.

Barwich is a tall, well formed, ruddy-faced German, thirty-six years of age. He has dark hair and a blond mustache, and while his face is wrinkled, his features are not unprepossessing. He speaks in broken English. In his testimony taken before the referee he says that he was taking care of Benjamin Beney, an invalid, at Mrs. McKenrie's boarding-house, at Stapleton, last June, when he first became acquainted with Miss McLean. In July he asked her to marry him, and she, after first referring him to her mother, accepted him for her future husband. On that auspicious evening he remained with her in the garden until 11 o'clock, enjoying such happiness as only lovers can. On August 10 he gave her an engagement ring, and she kissed him more than once. Her mother's health being poor, she desired him to marry her at once, but when her mother died it was agreed between them that in May, 1883, they should be married. He loved her very dearly during their engagement; had acted as a true gallant, taking her to Brighton Beach, and on carriage and sleigh rides, and contributing to her pleasure in every possible way. On January 19 he objected to the presence of a Mr. Chisholm in the house, and they had their first quarrel. Later, his jealousy was aroused about a Mr. Hamilton, who was said to be a cousin of his sweetheart, and because of him there was a scene which ended in the returning of the engagement ring and presents.

Mr. Barwich's dear Rebecca then informed him that, although she had not expected to tell him so until some three months later, the truth was that she intended only to make use of him in order to get revenge on some other person. This was on Sunday. On the Monday following he visited her again and made up with her, promising to return the ring on Wednesday. But a telegram was sent to him which prevented that being done and showed that she had wandered over between times. In consequence, his joy and hope turned into sorrow, his health had been disturbed and he had been discharged by his employer.

The poor, heart-broken Bernhard was put under cross-examination. His manner was nervous and hesitating, and when particularly pointed questions were put to him he gained time in which to answer them by declaring that he could not understand what was meant unless he was addressed in German. Every few moments he would cast a furtive glance at the fair Rebecca, who sat a few feet distant from him, and then he would turn to his counsel with imploring eyes that seemed to say, "Space me lais answer."

Her witness had been engaged once before, he said, but to whom he did not remember. Nor could he tell where his former sweetheart had lived. The truth was that his memory had been disturbed by the terrible punishment inflicted when he lost the last and sweetest woman that he had loved. He enlisted in the Prussian Army in 1865, and came to this country first in 1869, returning in time to be with the Fifth Army Corps in Southern Virginia. He had been arrested and imprisoned together with his father at Schnitzenstein, on Sacrabourg, on a charge of arson, but he had not mentioned that fact to Miss McLean. He had never been arrested in the United States. His memory had not weakened lately; it was better. It began to weaken shortly after the breaking of the engagement, but he could remember everything that had occurred since then. The night after the engagement was broken he went to bed sick, and did not walk out of Beney for eight days after. He wanted to buy some stocks, but could not, and he had suffered loss in consequence. He was earning $25 a month for Mr. Beney and had not yet discharged him, but was at least he had to pay for his board. He had told several persons of his troubles. He could not describe his feelings, but "I am only well yet," he said, amid roars of laughter. At first he did not recollect having on the night of the quarrel said anything to Miss McLean about her brother's bill, but afterward he admitted that he had said: "I should have the $50 still owing to me out of the $180 that I lent to your brother." Miss Brown was present when Miss McLean said that he had broken the engagement, but he did not recollect saying to her: "No; it was Rebecca, not I." At this point the hearing was adjourned until this afternoon at 1:30 o'clock.

Miss McLean, who sat in the room during the examination, accompanied by Mrs. Taylor, a friend of her mother, was composed and self-possessed. She is a pronounced blonde, with pleasant features and the clear complexion common to people with rich auburn hair. She was dressed throughout in mourning. She is joint heir with another sister and a brother to about $150,000.

## THE ELEVATED RAILROADS LITIGATION.

In the suit in the Court of Common Pleas brought by the Metropolitan Elevated Railroad Company against the Manhattan and New-York Elevated Railway Companies, to have the amended leases declared null and void, on the ground of fraud on the part of the directors of the Metropolitan Company at the time of the execution of the leases, Judge Van Brunt yesterday denied a motion made by the defendants to have the complaint made more definite and certain in regard to the allegations of fraud. If sufficient facts had not been alleged to show fraud, the complaint would have been demurrable, but lack of facts had nothing to do with the question whether or not the facts actually alleged had been alleged with sufficient definiteness.

Chief Justice Daly yesterday granted, on the application of the Metropolitan Company, an order to show cause returnable on April 10, why the defendants should not be enjoined from carrying into execution or in any way acting under the agreements purporting to be made by and between the plaintiff and defendant on October 22, 1881, and from paying or receiving any dividends under these agreements, and from in any way discriminating between the New-York and Metropolitan in the payment of dividends, and from in any way giving the New-York Company any priority or precedence over the Metropolitan Company under any leases. The order to show cause is accompanied with a temporary injunction order. The affidavits upon which the orders are based set forth in substance the same facts which are alleged in the complaints and which have been published. Messrs. Barlow and Olney are the attorneys for the Metropolitan Company.

## THE QUESTIONS ASKED MR. LAWRENCE.

Justice Lawrence yesterday in the Supreme Court, Chambers, rendered a decision upon the permissibility of certain questions asked the defendant, upon his examination as a witness before trial, in the suit brought by William J. Hutchinson against Frederick W. Lawrence, as president of the New York Stock Exchange, to obtain a decree compelling the Exchange to reinstate Mr. Hutchinson as a member of that body. The questions related to the proceedings of the Governing Committee which resulted in Mr. Hutchinson's expulsion. Mr. Lawrence refused to answer the questions, and they were thereupon submitted to the Court. Justice Lawrence allows some of the questions asked Mr. Lawrence and overrules others. He holds that Mr. Lawrence must produce the minutes of the proceedings of the Governing Committee relating to the expulsion of Mr. Hutchinson. In the case of Loubat against the Union Club, the Court, in passing upon the admissibility of certain questions asked the defendant, had assumed that the records of the proceedings of the committee which expelled Mr. Loubat were before the court.

## MISPLACED CONFIDENCE IN HIS WIFE.

MR. BRINKERHOFF DEEDS AWAY HIS PROPERTY UNDER THE INFLUENCE OF APPLEJACK.

Cornelius Brinkerhoff began some time ago an action in the Supreme Court against Sarah S. Perry to have a certain deed executed by him to her declared a trust deed and for an accounting. Mr. Brinkerhoff alleges in his complaint that he married the defendant in 1857. He had inherited a large fortune, amounting to about $120,000, but he was so addicted to the use of strong liquors that he felt himself incapable of managing his own property or business affairs. His wife and her father, George C. Perry, with the intention of defrauding him prevailed upon him to turn his property over to his wife as sole trustee to manage and control it for his and her benefit. The understanding was that Mrs. Brinkerhoff was at any time, upon demand, to restore the trust property to him. In December, 1863, he executed a deed of all his real and personal estate to Mrs. Brinkerhoff. The deed was absolute in form, although he supposed that it was a trust deed. Mrs. Brinkerhoff took charge of the property, and in a comparatively short time had, by sales and transfers and other acts done in the ordinary course of business, completely changed its character. When she had accomplished this, she told him that she would no longer live with him. She had found her affinity; he was not her affinity. She threatened that, if he did not go away from her, she would have him arrested. She even threatened to poison him if he did not leave her. By her threats and conduct he was in fact turned out of his own home without money or even clothes. When Mrs. Brinkerhoff had got rid of his person, she proceeded to get rid of his name also, and to that end she began a divorce suit against him. After she had obtained her decree of divorce she resumed her maiden name of Perry.

Mr. Brinkerhoff finally alleges that since he was set adrift by his wife he has only received about $88 from the income of his estate. He asks therefore that the deed to the defendant should be declared a trust deed, that the trust property should be turned over to him, and that an accounting should be had of the income of the property since it came under the control of the defendant.

The defendant, in her answer, admits that the plaintiff inherited a large fortune, and also that he was at the time of the execution of the deed too much addicted to the use of strong drink. She alleges that he was intemperate, extravagant and wasteful, that he had no business or settled occupation, that he neglected her and their two children, and that on account of his reckless habits she had induced him to turn over his property to her. The transfer of the property was only the performance of an act of duty toward her and her children. It was a free gift to her and her children. If the deed is not for any consideration to support it, the love and duty which she plaintiff owed the defendant were a sufficient consideration. She supported her husband and endeavored to reform him, when she obtained a divorce on the ground of abandonment. She also alleges that when she got possession of the plaintiff's property the income from it did not equal the expenses necessary on it. It was largely encumbered, and in discharging the encumbrances she had paid out about $17,000 of her own money. She admits that Mr. Brinkerhoff had some interest in the property conveyed by him to her, notwithstanding the deed, but she alleges that he entirely forfeited that interest when he abandoned her and stayed away three years. The defendant also pleaded the statute of limitations as a bar to the action.

The issues of facts in the suit are now being tried before Judge Larremore and a jury. Mr. Brinkerhoff testified yesterday that his wife had surrounded him the property, in view of his habits, of making her the trustee of his property. He took counsel with his mother on the subject, and she advised him to follow his wife's suggestion. He consented to execute a trust deed, provided that he could revoke the deed whenever he saw fit. On the day when he signed the deed he drank in the presence of his wife and father-in-law such a quantity of applejack and wine cheery that he was unable to walk. He was then taken in a chair to the lawyer's office to execute the deed. The lawyer did not read the deed to him, but only asked if he knew its contents. He said that he knew what was in the deed and then signed it. He supposed that it was merely a trust deed. He never heard Mrs. Brinkerhoff mention the term "homestead" in regard to the advisability of having her put his property into the hands of his wife as a trustee. She thought that it would be for the best interests of all concerned if a trustee of her son's estate should be appointed, and so advised her son. The trial will be continued to-day. The property which is the subject of dispute in the suit was all situated in Jersey City at the time of the execution of the deed.

## DAMAGES FOR TWO CHILDREN'S DEATH.

Minnie C. Saville and Mary Buckley, both children, were killed in November, 1881, by the falling of the buildings at Nos. 53 and 55 Grand-st. Suits were begun in the Court of Common Pleas against Julius Levy, the owner of the buildings, by the administrators of the children, to recover $5,000 damages for the death of each, on the ground that the buildings had long been in a dangerous condition. The suits were tried yesterday before Judge Van Brunt. The jury gave a verdict for $4,500 in favor of the administrator of Minnie Saville, and for $5,000 in favor of the administrator of Mary Buckley.

## COURT CALENDARS—APRIL 3.

SUPREME COURT—CHAMBERS—Before Barrett, J.—Nos. 11, 29, 39, 40, 43, 46, 61, 65, 76, 105, 113, 124, 136, 150, 168, 171, 176, 197, 199, 226, 228, 229, 230, 235, 236.

SUPREME COURT—SPECIAL TERM—Before Van Vorst, J.—Nos. 48, 48, 268, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264.

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SUPREME COURT—CIRCUIT—PART III—Before Larremore, J.—Case on. Bianckerhoff agt. Perry. No day calendar.

SUPREME COURT—CHAMBERS—Before Rollins, S.—Will of Mary J. Weaver; motion to confirm report of Julia H. Chas at 2 p. m. Will of Rhea M. Mallon at 3 p. m.

SUPERIOR COURT—SPECIAL TERM—Before Sedgwick, C. J.—Nos. 1, 2, 3.

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COMMON PLEAS—TRIAL TERM—Before C. P. Daly, C.J.—No day calendar.

COMMON PLEAS—TRIAL TERM—Before J. F. Daly, J.—Nos. 1026, 1210, 1011, 178, 1024, 1026, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115,