DRAWING JESSE HOYT'S WILL

CORNELIUS VAN SANTVOORD TESTIFIES.

SIX LAWYERS BEFORE THE SURROGATE AND ONE ON THE WITNESS-STAND.

William M. Evarts and Roscoe Conkling sat yesterday in the Surrogate's Court with their elbows nearly touching. They are opposing counsel in the Jesse Hoyt will contest, which came up at 11 a. m. The table devoted to the counsel in the case fairly creaked with the weight of legal lore that reposed upon it. Behind the bulwark of summons, briefs, complaints, answers, reports, silk hats, overcoats, and grip-sacks filled with documents, were entrenched six lawyers. Mr. Evarts, United States District-Attorney Root and Joseph Kungman represented Mrs. Hoyt and the proponents of the will. Mr. Conkling, ex-Judge Shipman and Aaron Kahn appeared in behalf of Mary Irene Hoyt, the contestant, who is the daughter of the testator.

Jesse Hoyt died on August 14, 1882. His will was filed on August 29. After bequeathing $50,000 to James W. Jackson, his confidential clerk, he directed his executors to set aside $1,250,000 for Mrs. Hoyt, for use during her life, she being empowered to dispose of $750,000 of this on her death, the remaining $500,000 to go to the testator's nephews and nieces. To Mary Irene Hoyt, his daughter, Mr. Hoyt left $1,250,000 to be invested for her use during her life, the sum upon her death to go to Mr. Hoyt's nephews and nieces. Bequests of from $25,000 to $200,000 were made to his brothers and sisters and to the children of Alfred M. Hoyt. After various other gifts, the testator bequeathed the rest of his estate to his executors, in trust, for Mary Hoyt, Samuel N., Alfred M. and Reuben Hoyt (his sister and brothers), and for the daughter of James Hoyt, deceased, in equal shares. The executors were Samuel N. and Alfred M. Hoyt, James W. Jackson and William M. Webber. The estimate is $10,000,000. The will was admitted to probate, and the case now comes before the Court on a motion in behalf of Miss Hoyt, for the re-opening of the probate on the ground of undue influence upon the testator, and his testamentary incapacity.

In the affidavit Miss Hoyt states that for some time previous to her father's death she was confined in an insane asylum in Philadelphia. After his death she was released but was refused permission to see his body. On the day of the funeral she succeeded in viewing the body. After the funeral Miss Hoyt was taken back to the asylum, where she remained for four weeks, being then released. Meanwhile the will of her father was admitted to probate. She at once began proceedings to have the probate re-opened. Miss Hoyt declares she was not insane until after her father's death. Mrs. Hoyt and her daughter were both in court, and occupied seats just behind Mr. Evarts and Mr. Conkling. A lady relative sat between them. All were dressed in heavy mourning.

THE LAWYER WHO DREW THE WILL.

The first witness was Cornelius Van Santvoord, who drew the will, in June, 1882, and was present when Mr. Hoyt signed an engrossed copy of it, on June 26. He was supplied with ten pages of memoranda, written on yellow paper. They were jottings made by him when Mr. Hoyt was preparing to make his will. Mr. Van Santvoord testified:

I was called to Mr. Hoyt's house first on June 20, 1882. This was at No. 51 West Forty-eighth-st. I was called up to his room, on the second floor front. It was Tuesday. The sun was shining; there were flowers in the window, and I was impressed with the idea that the mistress of the house was a good housekeeper.

Mr. Conkling—Well, Your Honor, this is all very picturesque, but I do not see the bearing of those poetic excursions.

Surrogate Rollins—Better leave out the flowers.

Mr. Van Santvoord—I asked him what—

Mr. Conkling—Asked whom?

Mr. Van Santvoord (in a voice of thunder)—Mr. Jesse Hoyt!

Mr. Conkling (calmly)—Thank you. [Turning to Judge Shipman]—What does this man mean?

Mr. VanSantvoord—Mr. Hoyt said he had made two wills, one in 1872, one in 1873, which were drawn by William Druerton. He said that these were not at all what he wanted, and they would be of no use. In looking over the wills I saw no disposition of the house and furniture. On my speaking of this Mr. Hoyt said that he had no house, that it belonged to Mrs. Hoyt. He said he proposed to place $1,250,000 in the hands of three executors in trust for Mrs. Hoyt as to income, which was to be paid to her during her life; on her death, as to $750,000, she should devise or bequeath that as she pleased.

Mr. Conkling—I observe that the witness is referring to a memorandum. I should suggest that he lay that article aside and trust to his memory.

The Surrogate (to the witness)—You had better lay it aside.

Mr. Van Santvoord—Very well.

Mr. Conkling—But he is holding the paper within an inch or two of him yet; he had better put it out of his hands entirely.

Mr. Evarts—It does not strike me so.

Mr. Conkling (sarcastically)—I beg the counsel to remember that I am addressing the court. It may be very painful to the learned counsel; but I will endeavor to bear with that.

Mr. Evarts (dignifiedly)—I also addressed the court.

Mr. Van Santvoord—Mr. Hoyt wished to leave $1,250,000 the interest of which was to be for Mary's use. He said that exactly what provision to make for her had been a very painful subject with him. There was a residuary portion in five parts, to be divided equally among his brother Mary and his brothers Samuel, Alfred and Reuben, and the representatives of the deceased brother, James. Then he named his executors and signed his name. I subsequently—on Friday of the same month—made over the articles of the will one by one, as Mr. Hoyt had indicated, and he said that each was all right. Some provisions, by his instructions, were omitted. Mr. Hoyt said that he wished that $500,000 of the $1,250,000 intended for his wife should go to his nieces and nephews on his wife's death, and that $750,000 should go to Mrs. Hoyt in lieu of dower. In the next article, provision was made for his daughter Mary. To this he added that the principal of the securities in which her bequest of $1,250,000 should be invested, should on her death go to her nephews and nieces. In making his provisions there was a little hesitancy regarding his nephew Reuben.

Mr. Conkling—What was the reason assigned by Mr. Hoyt for not giving his daughter the $1,250,000 outright?

Mr. Van Santvoord—He said that he feared she would become the victim of some worthless fellow who would dissipate her property and abuse her.

MR. VAN SANTVOORD'S MEMORANDA.

A recess was here taken, and after it Mr. Van Santvoord unrolled the ten sheets of yellow manuscript, written in pencil, which had evoked Mr. Conkling's animosity, and then marked his notes for identification. Mr. Root, stepped to the witness's side and watched the operation while Mr. Conkling kept up a running pleasantry upon the United States District Attorney. Mr. Conkling mildly suggested that the testimony of the witness was perfectly harmless, as he (Mr. Conkling) could hear none of it; he suggested that possibly Mr. Van Santvoord was making a privileged communication to Mr. Root. The pages of manuscript were finally marked for identification, after an exciting struggle on the part of the counsel to ascertain which was 2 A, which 2 B, etc. The erasures, interpolating and changes which had been made by Mr. Van Santvoord, Alfred Hoyt, Mr. Jackson (Mr. Hoyt's confidential clerk), and others in the week in June when Mr. Hoyt was having his desires regarding his will put into proper shape, were the subject of close inquiry. Mr. Conkling and Mr. Evarts took voluminous notes, while Mr. Root leaned over the witness. Mr. Conkling interposed many objections and had difficulty in getting the witness to pause until the Surrogate decided the points. Mr. Conkling finally asked Mr. Santvoord if he had any objection to stopping his testimony until the question raised could be decided. "Not at all," the witness replied, a little tartly; "I should be happy to sit here all the week for you and answer questions or wait at your pleasure, although I should like to get away."

"Thank you," said Mr. Conkling drily, adding sadly, "we should be sorry to lose you."

Mr. Root asked if certain changes in the draft of the will were made on Tuesday, June 20, or Wednesday, June 21, 1882.

Mr. Conkling (to Mr. Root)—Oh, you are hard upon your own witness. You are binding him up, squeezing him too much. Why don't you ask him when the changes were made? Don't squeeze him so.

The witness then stated that he went over the memoranda finally with Mr. Hoyt on Wednesday, June 21; he took the papers home, remained there to look them over on Thursday, and on Friday made the draft of the will, an engrossed copy of which Mr. Hoyt signed on June 26, the Monday following. There were twenty-five half-sheets of foolscap size in the draft of the will. On Friday Mr. Van Santvoord read over to Mr. Hoyt the fourth article of the will, providing for Mary Hoyt. Mr. Hoyt was satisfied with that.

Mr. Conkling—Did he say that?

Mr. Van Santvoord (sharply)—He did.

Mr. Shipman—We can't hear more than half you say.

Mr. Van Santvoord (testily)—I think your ears need attending to.

The case will go on to-day at 10:30 a. m., when Mr. Van Santvoord will be cross-examined by Mr. Conkling.

IRA SHAFER FREES HIS MIND.

CHARGING THAT A LETTER IN THE VANDERBILT-ALLEN DIVORCE CASE IS A FORGERY.

Ira Shafer expressed himself with a decided warmth regarding Robert Sewell, yesterday, before Justice Lawrence, in the Supreme Court Chambers. The two lawyers were arguing upon a motion for alimony for Mrs. Edith Allen, pending her suit against her husband, Vanderbilt Allen, for separate maintenance for herself at child. Mr. Shafer represented Mrs. Allen, while Mr. Sewell appeared for the husband. The suit was begun on October 17, 1883. A part of the complaint has been stricken out on the ground of indecency and irrelevancy, on the order of Justice Donohue. Mr. Shafer yesterday produced a letter of Mrs. Allen's, which had been put in evidence by Mr. Sewell. It was dated December 4, 1883. It began "Dear Van." Mr. Shafer read along until he came to a reference to the Sartoris reception; "and that affair," he exclaimed, "was not likely to be forgotten. It occurred on December 4, 1882, one year before the date of this letter. And yet, on the basis of this letter, the learned counsel proposes to urge contradictions in the statement of this poor girl whom her husband, now fifty years old, married as a poor school girl. This letter is the baldest forgery, intended to deprive her of her rights. I demand Mr. Allen's original affidavit."

Mr. Sewell—It is now being copied. I will send it to you.

Mr. Shafer—I wish it here in court, not at my office—and a truthful one, too.

Mr. Sewell—I suppose you will be able to answer it to-morrow.

Mr. Shafer—I will determine my own method of procedure. If there is any question on that point between us, you may be sure that you are wrong and that I am right.

Mr. Sewell, smiling comfortably—Certainly.

Justice Lawrence adjourned the hearing until to-day, that the affidavit of Mr. Allen might be produced.

Mr. Allen is a member of the firm of Bunker, Allen & Co., bankers at No. 58 Broadway, and is a grandson of Cornelius Vanderbilt. Mrs. Allen states that she was married in Philadelphia in December, 1880; she has one child, Edith Gladys Allen. Her husband began treating her cruelly early in 1883, and, she declares, has been guilty of infidelity. Mrs. Allen says that she charged her husband with improper conduct, and this angered him so that he left her on February 25, 1883, refusing to return unless she apologized.

CIVIL NOTES.

Surrogate Rollins yesterday appointed Hamilton Cole referee to take testimony on certain issues involved in the motion of ex-Senator Thomas J. Creamer to remove Mary N. Waller as executor of the estate of her late husband, John R. Waller. Mr. Creamer is the assignee of Mrs. Robert C. Hutchings, who has claims of some $250,000 against the estate. An accounting is also sought.

Justice Lawrence, in the Supreme Court Chambers, refused yesterday to vacate the order of arrest against Ferdinand Glaser. He was incarcerated in default of $5,000 bail in divorce proceedings on the ground of cruelty. This is the third action which Mrs. Glaser has begun, having forgiven her husband twice before. Justice Lawrence holds that justice to Mrs. Glaser and the interests of the public demand that Mr. Glaser shall be punished.

The attachment for $2,100 upon the property of John Stetson, obtained by Charles Coghlan in his second action for salary, was vacated yesterday in the Court of Common Pleas upon Mr. Stetson's filing a bond for $2,500 to secure Mr. Coghlan in any judgment he may obtain. The bondsmen were Sheridan Shook and Theodore Moss.

COURT CALENDARS—MARCH 25.

SUPREME COURT—CHAMBERS—Before Lawrence, J.—Nos. 34, 53, 54, 55, 71, 77, 157, 189, 244, 253, 258, 265, 266, 267, 272, 280, 285, 286, 287, 288.

SUPREME COURT—GENERAL TERM—Adjourned until Friday.

SUPREME COURT—SPECIAL TERM.—Before Van Brunt, J.—394, 395, 396, 401, 402, 283, 593, 403, 404, 410, 412, 428, 429, 430, 431, 433, 439, 440, 442, 19, 564.

SUPREME COURT—CIRCUIT—PART I.—Before Donohue, J.—Nos. 754, 1329, 1361, 498, 1370, 1372, 989, 1152, 810, 734, 1269, 1384, 1109, 1368, 916, 711, 1375½, 494, 1068, 1174, 2363, 1127, 401, 402, 403, 404, 1542, 1288, 966, 1105, 1298, 967, 853, 963, 877, 1002, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604.

SUPREME COURT—CIRCUIT—PART II.—Before Macomber, J.—Nos. 1192, 471, 1086, 692, 1298, 1299, 1240, 1241, 1242, 1419, 245, 1421, 1090, 1076, 1402, 1403, 503, 504, 622, 426, 246, 1443, 1285.

SUPREME COURT—CIRCUIT—PART III.—Before Browne, J.—Nos. 1519⅝, 771, 1520, 1034, 2963, 2564, 1549, 1571, 1564, 1569, 1579, 1581, 1588, 1589, 2630, 1850, 1529, 924, 1026, 1858, 887, 1934, 2121, 2739. Before Van Vorst, J.—Case on—Kidd sat, Kidd.

SURROGATE'S COURT—Before Rollins, S.—Will of Alice F. Ketchum, 10 a. m.; estate of Charles A. Wainwright, 10:30 a. m.; will of Jesse Hoyt, 11 a. m.

SUPERIOR COURT—SPECIAL TERM—Before Truax, J.—Nos. 64, 75.

SUPERIOR COURT—PART I.—Before Ingraham, J.—Nos. 352, 676, 680, 687, 689, 697, 699, 700, 702, 705, 710, 407, 351, 278, 675.

COMMON PLEAS—SPECIAL TERM—Before Beach, J.—No day calendar.

COMMON PLEAS—TRIAL TERM—PART I.—Before Daly, C. J.—Nos. 731, 657, 729, 1231, 746, 204, 390, 472, 1279, 717, 411, 464, 604, 223, 447.

THE RAINFALL THIS YEAR.

PROFESSOR DRAPER'S AVERAGES—THE CYCLE OF RAINFALLS.

Present appearances promise an interval of agreeable weather, which, after the experience of the last three months, will be exceedingly welcome. Casting a retrospective eye upon the months of January, February and what has gone by of March, there is nothing visible save a pitiless succession of snowstorms, windstorms, rainstorms, drizzle and fog, with hardly an interval of bright days. A TRIBUNE reporter yesterday called upon Professor Daniel Draper, of the Observatory in Central Park, and asked him to what abnormal figures the rainfall had reached this year. "Ah!" he said, "the weather has been so execrable that your ideas of the rainfall have been colored. The rainfall for January was in inches 5 22-100. In January, 1883, it was 2 61-100. The average of January from 1836 to 1882 is only 3 34-100. But 1841 had a January rainfall of 5 30-100; 1850 of 5 57-100; 1859 of 5 70-100; 1862 of 5 60-100; 1863 of 5 45-100; 1875 of 5 34-100, and 1882 of 5 8-100. Obviously last January was abnormal. Take February for this year—4 92-100 inches. In 1883 the February rainfall was 4 21-100. The average for the last forty-seven years is 3 34-100. In 1847 the fall was 5 74; in 1853 it was 4 98-100; in 1855, 5 12-100; in 1859, 559-100; in 1866, 10 9-100—that was a big rainfall in reality. In 1867 it was 5 53-100; in 1869, 6 87-100; in 1876, 4 81 100, and 1881 4 93-100. This shows that the rainfall of February of this year, though above the average, cannot be considered as big. The rainfall on the twenty-three days of March is 3 77-100 inches. It is unnecessary to calculate further, because two hours of heavy rain might make it high among the average, whereas at present it seems quite light. March generally is a heavy rain month. In 1837 it was 8 20-100 inches; in 1847 it was 8 48-100; in 1849, 4 87-100; in 1859, 8 21-100; in 1863, 5 77-100; in 1865, 8 32-100; in 1871, 5 54-100; in 1876, 8 79-100; in 1877, 5 06-100; in 1881, 5 81-100; and yet in spite of these the average for March for 47 years is little above January or February—only 3 82-100 inches. The average for the present three months is 13 91-100, while last year it was only 8 31-100, and for the 47 years it is only 10 50-100. This shows, as I said, that it is above the average, but it is not abnormal. February, 1866, was abnormal; August, 1882, was abnormal. That was 16 83-100.

These averages, however, must not be taken for more than they are worth. The observations taken at the Paris observatory for 190 years showed conclusively that there was a cycle in rainfalls which in that region was sixty years. During half of that period there was a decreasing average and during the other half an increasing average. Local influences are such great factors in the matter of rainfalls that we may find our cycle different from that of Paris. My observations show that our decreasing average began in 1868, and this would, if our cycle was of sixty years, come to a conclusion in 1898. But the size of our cycle has yet to be determined. It may be longer; it may be shorter. In consequence of reasoning from insufficient data many of the writers upon the Adirondack question have assumed that there is a steadily decreasing rainfall, and have attributed it to the felling of timber. The fact is, that we are now in the middle of our decreasing series. Should ever a long series of observations establish the fact conclusively that there was a true and constant decrease of rainfall it would be all over the world, and would be due to decreased power in the sun. This would be shown in diminished evaporation, and this in fewer rain-clouds, giving a smaller rainfall."

OPPOSED TO MR. GORRINGE AS RECEIVER.

"It was a bright move on the part of the American Shipbuilding Company to secure the appointment of the president of the company as its receiver," said J. Adriance Bush, the counsel and brother of William Bush, who is a stockholder. "Mr. Fry, the president of the Bank of New-York, owns twenty-five shares of the stock of the company, and although the adjournment of the hearing before Attorney-General O'Brien at Albany was secured because of Mr. Barlow's absence from the city, it was simply a bright move to try to forestall my application to have the charter annulled by the appointment in Philadelphia of Commander Gorringe. Mr. Barlow has asked me to-day if I would go on with the matter on Wednesday, and I told him that I certainly should. I shall also immediately begin an action in Philadelphia, asking that the appointment of Commander Gorringe be set aside and that a new receiver be appointed.

"I have nothing to say against Mr. Gorringe, whom I respect as a naval officer and a gentleman, but I do not think he is fitted to conduct shipbuilding. I expect several stockholders will unite with my client in the Philadelphia actions. The charge that I am trying to worry the company is entirely untrue. The company is doing a losing business, and has been ever since it started. I am assured that the first ship was constructed at a loss of $40,000 to the company. I do not know who will be asked to succeed Mr. Gorringe as receiver."

NATIONAL GUARD NOTES.

Orders were issued last night directing the 7th Regiment to parade in fatigue uniform (white belts) as follows: Companies C, G, and K, on April 2; D, E, F, and H, April 7, and A, B, and I, April 10. Warrants have been issued to the following non-commissioned officers: Sergents E. F. Young, G. H Gould and W. D. Preston, Corporals J. F. Theis, A. McDougall, T. M. Halsey, A. C. Clayton, W. N. Vail, F. Van Lennet and W. F. Morgan.

On the occasion of the discharge of Quartermaster-Sergeant Ebenezer J. Hyde, of Company A, after a faithful service of over thirty-eight years in the 7th Regiment, Colonel Clark says in orders: "The highest commendation is hereby extended to Sergeant Hyde for his extraordinary period of active and distinguished service in this regiment, and the example is worthy of imitation by all members who desire to promote the permanent welfare of this organization. The strength and prosperity of this regiment is particularly due to those who serve many years beyond the period of their original enlistment; no service of any kind to this regiment can compare with active service in the ranks, and all active and exempt members should discourage and oppose any thing and everything that tends to terminate the active service of any member or to diminish the length of such service in the ranks of this regiment."

The expulsion of Private Gorham A. Werth, of Company E, 7th Regiment, for neglect of duty has been approved.

Companies C, D, G, I and K, 22d Regiment, paraded for battalion drill last evening at the Armory.

Companies D, E and F, 23d Regiment, paraded for instruction.

Companies D, E, F and H, 7th Regiment, will parade this evening, and Companies A, K and G, 32d Regiment, will practice guard mounting at their armory in Brooklyn.

CONVENTION OF TEACHERS OF THE DEAF.

WASHINGTON, March 24.—At a conference of teachers and other persons interested in the instruction of deaf mutes, which was held recently in New-York, a committee consisting of Alexander Graham Bell, Harriet B. Rogers and Sarah Fuller was appointed to make arrangements for a convention of persons practically engaged in teaching articulation to the deaf. The committee has just issued a call for such a convention to be held in the New-York Institution for the Instruction of Deaf Mutes on June 25, 1884.

THE SUPREME COURT.

DECISIONS RENDERED YESTERDAY.

NEBRASKA COUNTY BONDS INVALID—PATENTS VOID—CASES OF PUBLIC INTEREST.

WASHINGTON, March 24.—A decision was rendered by the Supreme Court of the United States today in the municipal bond case of the county of Dixon, Nebraska, plaintiff in error, against Marshall Field. This was a suit upon the past due coupons of certain bonds issued by the county of Dixon to the Covington, Columbus and Black Hills Railroad Company. The Court holds that the county is not estopped by the recitals in the bonds from denying their validity, and that having been issued in contravention of the constitution they are without warrant of law and are void. The judgment of the Circuit Court is, therefore, reversed and the cause remanded with directions to enter judgment in favor of Dixon County. Opinion by Justice Mathews.

A decision was also rendered by the Court to-day in the patent case of Louis McMurray, et al, appellantr, against Dwight D. Mallory, et al, appeal from the United States Circuit Court for the District of Maryland. This was a brought in the Court below by the appellants upon two reissued patents upon improvements in soldering machines and soldering irons used in canning factories. The first of these reissues was known originally as the Barker patent, and the second as the Bostwick patent. The Court holds, first, that the first three claims of the reissued Barker patent are void, because they are broader than the claim of the original patent, and the fourth and fifth claims have not been infringed; and second, that the reissued Bostwick patent is not for the same invention which was set forth in the original patent and it, too, is therefore void. The decree of the Circuit Court dismissing the appellants' bill is, therefore, confirmed. Opinion by Justice Woods.

Argument began to-day in the head-money case of the Liverpool, New-York and Philadelphia Steamship Company against the Commissioners of Emigration of the State of New-York. This is an action to recover back head-money levied on immigrants by the State of New-York, amounting with interest to nearly $2,000,000. The decision of the question involved in the case will govern also like levies of head-money in California, Maryland, Massachusetts and Louisiana. Ex-Judge Ashbel Green, of New-York, who began the argument in behalf of the steamship company, maintained that, as the collection of this head-money had been declared illegal by the United States Supreme Court, and as the money had been paid under protest, it still remained the property of the company. He contended that the act of Congress passed June 18, 1878, legalizing the collection of head-money and barring suit for its recovery, was unconstitutional, that it deprived the company of its vested right of action after suit had been begun, and that it took the company's property without due process of law.

On behalf of the Commissioners of Emigration, it was maintained by Messrs. Lewis Sanders and George N. Sanders that the head-money was voluntarily paid, because there was no process to compel its payment; that it was paid to the City Chamberlain of New-York and not to the Commissioners of Emigration; that the latter only had the duty of drawing warrants on the Chamberlain for the payment of the expenses incurred in behalf of the immigrants; that Congress had the right to levy the tax as a regulation of commerce, and therefore to adopt and validate the State tax; that Congress also had the same power under its right to exclude any and all immigrants by prohibitory taxes, as if it levied a prohibitory tax on the Chinese; and finally, that inasmuch as the State law authorizing the levy of head money was void only because it was an infringement of the power of Congress, Congress clearly had the right to validate it.

The other cases decided to-day were as follows:

No. 628—The Canal Bank, et al., appellants, against Robert G. Dodge, et al., appeal from the Circuit Court of the United States for the Southern District of Mississippi. Decree affirmed with costs. Opinoin by Justice Blatchford.

No. 251—Joseph D. Taylor, et al., executors, etc., appellants, against Albert Bowker. Appeal from the Circuit Court of the United States for the District of Maine. Decree affirmed with costs and interest. Opinoinon by Justice Harlan.

No. 117—Horace D. Moore, appellant, against Belle F. Page. Appeal from the Circuit Court of the United States for the Northern District of Illinois. Decree affirmed with costs. Opinion by Justice Fields.

No. 229—The Phœnix Bank of the City of New-York plaintiff in error agt. David Risley. In error to the Court of Appeals of the State of New-York. Judgment affirmed with costs. Opinion by Justice Miller.

No. 910—The Chesapeake and Ohio Railway Company, plaintiff in error, agt. A. E. White, administrator etc. Petition for attachment for contempt denied with costs. Opinion by Chief Justice Waite.

No. 725—Johnson Hagood, Controller General etc., et al. appellants, agt. John P. Southern et al. assignees etc.; and

No. 726—Johnson Hagood, Controller General etc., et al. appellants, agt. Amos D. Williams. Motion to advance denied.

No. 261—Oliver S. Garretson, appellant, agt. Charles B. Clark et al. Appeal from the Circuit Court of the United States for the Northern District of New-York. Decree affirmed with costs. Opinion by Justice Fields.

No. 231—Charles N. Black and others, administrators, etc., agt. Samuel Thorn and others. Appeal from the Circuit Court of the United States for the Southern District of New-York. Decree affirmed with costs. Opinion by Justice Fields.

No. 587, etc.—Alfred Sidell and others, appellants, agt. G. H. Grandjean, United States Deputy Surveyor, and others. Reargument ordered on points specified. Announced by Justice Fields.

No. 1,237—Jesse Seligman, appellant, agt. George A. Walser, and others. Motion to advance pursuant to 32d rule granted.

No. 875—The United States, plaintiff, agt. David Waddell and others. Motion to advance granted and case assigned for second day of October term 1884.

No. 1,192—Henry W. O. Edye and others, plaintiff in error agt. William H. Robertson, collector, &c.

No. 1,169—The Cunard Steamship Company (limited) plaintiff in error, against W. H. Robertson, collector, &c., and No. 1,169—The Cunard Steamship Company (limited) plaintiff in error agt. William H. Robertson, collector, &c. Motion to advance granted and cases assigned for foot of call, November 17, 1883.

No. 1,266—United States ex. rel. Stephen V. White, plaintiff in error, agt. J. J. Knox, Controller, etc. Motion to advance granted and case assigned for argument after No. 627 on April 7 next.

The other business transacted to-day was as follows:

No. 1,083—The Houston & Texas Central Railroad Company, appellant, agt. Thomas M. Shirley. Submitted.

Nos 417 to 360 and 480 to 482—Thomas Calvin Amory Stevens, et al., appellants, agt. The Memphis and Charleston Railroad Company et al. Continued by consent of counsel.

No. 1,269—The St. Paul, Minneapolis and Manitoba Railway Company, plaintiff in error, agt. David Burton. Advanced under thirty-second rule.

No. 1,245—John B. Alley, appellant, agt. Eliphalet Mott. Submitted.

No. 277—William Astor, plaintiff in error, agt. E. A. Merritt, collector, etc. Argument concluded.

No. 278—The Liverpool, New-York and Philadelphia Steamship Co., plaintiffs in error, agt. the Commissioners of Emigration. Argument begun.

MINES AND MINING.

SALES AT THE NEW-YORK MINING EXCHANGE.

NEW-YORK, March 24, 1884.

Name.	Actual Sales. Open ing.	High est.	Low est.	Final	Shares sold.
Bulwer	1.20	1.50	1.30	1.50	800
California	.10	.10	.10	.10	400
Central Arizona	.21	.21	.21	.21	200
Green Mountain	1.90	2.00	1.70	2.00	700
Hall and Anderson	1.40	1.40	1.40	1.40	400
Hibernia	.05	.05	.03	.04	1,600
Horn Silver	7.37	7.37	7.25	7.25	350
Iron Silver	1.30	1.35	1.30	1.35	1,300
Lacrosse	.11	.11	.11	.11	700
Little Chief	.51	.51	.50	.50	3,200
Little Pittsburg	.25	.25	.25	.25	20
Navajo	12.90	12.90	12.90	12.90	100
Robinson Con	.29	.29	4.20	.29	2,700
Sonora Con	.08	.08	.07	.07	1,500
Standard Con	2.65	2.65	2.65	2.65	60
Stormont	.10	.10	.10	.10	200
Sutro Tunnel	.13	.13	.13	.13	100
Tioga	.15	.15	.15	.15	100
Union Con	$1.75	$1.75	$1.75	$1.75	80
Total sales for the day					14,510

‡ Seller 30 days, 1.25. § Seller 60 days, .18.
‖ Seller 10 days. ‖ Assessment unpaid.

CLOSING PRICES OF CALIFORNIA STOCKS.

SAN FRANCISCO, March 24, 1884.

	Saturday.	To-day.		Saturday.	To-day.
Alta	1.50	1.50	Halo&Norcross	1.50	1.50
Best & Belcher	2.62½	2.75	Martin White	.65	.75
Bodie Con	7.25	7.75	Mexican	1.75	1.75
California	.10	.10	Navajo	2.75	2.87½
Chollar	1.50	1.50	Ophir	1.75	1.75
Con. Pacific	.40	.45	Potosi	.90	.85
Con. Virginia	.15	.10	Savage	.90	.95
Crown Point	....	1.12½	Sierra Nevada	2.75	2.75
Eureka Con	4.00	4.25	Union Con	1.75	1.75
Gould & Curry	1.37½	1.37½	Utah	....	1.25

THE PETROLEUM MARKET.

NEW-YORK, March 24.

No improvement in the languid and uninteresting condition of the speculation in United certificates was developed with the opening of the new business week. At the two Exchanges the volume of business did not much exceed 6,100,000 barrels, and there was no more apparent feat ure in the selling done as there was in the buying a few days ago. Prices were lower; a decline to 99⅝ cents from $1 00¼ on Saturday was followed by a recovery to $1 00⅛. Later the market again drifted downward, and it closed dull and weak at 99⅝ cents.

The Standard Oil Company's refining interests are curtailing production by shutting down some of their refineries in order to avoid an accumulation of stock in the present dull market. Stocks of refined oil are not generally carried to any important extent, on account of the liability of the oil to change color.

The range of prices and the total transactions were as follows:

	N. Y. Pet.	Con. Cr.
Opening	99⅞	100
Highest	100⅛	100⅛
Lowest	99⅝	99⅝
Final	99⅝	99⅝
Sales, barrels	3,142,000	2,980,000
Clearances Saturday	3,668,000	5,429,000

Elsewhere the clearances for Saturday were: Oil City, 4,024,000; Bradford, 2,130,000; and Pittsburg, 3,280,000 barrels.

The refined market continues dull and unchanged at 8½ cents per gallon.

BRADFORD, Penn., March 24.—Crude Oil weak; total runs Saturday and Sunday, 93,366 bbls.; total shipments, 117,208; charters, 28,095; clearances, 2,130,000. United Pipe Line Certificates opened at 1.00 and closed at 99⅝; highest price, 1.00; lowest, 99⅝.

THE MONEY MARKET.

SALES AT THE STOCK EXCHANGE.

MARCH 24, 1884.

THE GENERAL LIST.

Name.	Actual Sales. Op'ns.	H'g'st.	Low't	Final.	Closing prices. Bid.	Ask'd	Shares Sold.
Can Pacific	54¼	54½	54¼	54⅜	54	54½	500
Can Southern	53½	53½	52½	52½	52½	52¾	3,600
Cedar Falls	10	10	10	10	10	10½	100
Cen Pacific	58⅜	58⅜	58	58	58	58⅛	4,010
Ches. & Ohio	13⅞	*13¾	13¾	13¾	13¾	14¼	200
C & O 1st pref	26¾	26¾	26¾	26¾	26¼	26¾	100
C & O 2d pref	16	16½	16	16½	16½	17	400
C & Alton	136	136	136	136	135½	136	100
Chic & N W	118⅛	118⅛	117⅛	117¼	117¼	117¼	8,700
C M & St P	92⅛	92¼	90¾	.....	.....	.....	47,000
do ex-div	.....	87¾	86⅝	86⅞	86⅞	87⅞	
do pref	117½	117½	116¾	.....	.....	.....	965
do ex-div	.....	113¼	113¼	113¼	113	113½	
C St P M & O	30¼	30¼	29⅞	29⅞	29¾	30	700
do pref	92½	92½	91⅞	92	91¾	92	600
C Bur & Q	124¾	124¾	124¼	124¼	124	124½	832
Del. L & W	126¼	126¾	125⅞	125⅞	125¾	125½	68,220
D. & H. Canal	108⅛	108⅛	107⅞	107⅞	107	107½	950
D. & Rio G	18	18¼	17⅞	18	18	18⅛	7,505
E Ten V & Ga	7⅞	7⅞	7⅞	7⅞	7½	7⅞	900
E.T.Va & G pr.	13	13	13	13	12½	13	100
Green Bay	8⅛	8⅛	8⅛	8⅛	8	8¼	100
Ill. Cent	131	131	130½	130½	130	130¾	740
L. S. & W	17⅞	17½	17	17	16½	17½	300
Lake Shore	101⅝	101⅞	101½	100⅞	100⅝	100⅞	27,375
Long Island	76¼	76¼	74½	74½	74	74½	800
Louis & Nash	47⅞	48⅜	47½	47½	47½	47⅝	2,520
L N Alb & C	22	22	22	22	22	22	100
Manhattan	52½	52½	50½	50½	50⅜	50½	2,750
Man Con	58	58	56¾	56¾	56¼	56¾	1,100
Man Beach	22½	22½	22½	22½	22	24	100
Mem. & Char	35	35	35	35	34	35	400
Metropolitan	99	99	99	99	99	99	200
Mich. Cen	91	91	90⅝	90⅝	90⅝	90¾	500
M. K. & T	20⅞	20⅞	20⅜	20⅜	20⅜	20½	1,950
Mo. Pacific	88⅞	89	88¼	88⅜	88⅜	88½	6,510
M & O	13¾	13¾	13¾	13¾	12	13¾	10
Morris & Ess	125	125	125	125	124½	126	160
N. Y. Cent	114⅝	114¾	113¾	113⅞	113¼	113⅝	12,330
N Y C & St. L	8¾	8¾	8¾	8¾	8½	9	100
N Y L E & W	22¼	22⅞	20⅞	21	21	21⅛	43,326
Do pref	63	63	63	63	.....	63	200
N Y O & W	10	10	10	10	10	10½	100
Northern Pac	21⅞	22	21½	21½	21⅝	21¾	1,100
North Pac pfd	47¾	47⅞	47	47	47⅛	47¼	7,855
N Y L & W	90½	90½	90½	90½	90¼	90½	173
Oregon Imp	42	42	42	42	40	41	900
Ohio Central	2¾	2¾	2½	2½	2½	2¾	200
Ohio & Miss	23	23	22¾	22¾	22	22¾	200
O R & N	87	87	87	87	87	88	100
Oregon Trans	20¾	20¾	20½	20½	20	20¼	7,000
Oregon S L	23	23	22	22	21	22	600
P D & Evans	16	16¼	16	16¼	16	16¼	1,000