NEW YORK CITY.

THE COURTS.

UNITED STATES DISTRICT COURT—IN ADMIRALTY.

Before Judge Blatchford.

The Arrowsmith vs. The George Law.—The collision occurred in December last on the East river, nearly opposite Bridge street, on the Brooklyn side. The ground taken by the North Shore Freight and Passenger Company, the owners of the Arrowsmith, is that there was no room for the George Law to have gone on the New York side, and that she was signalled by the Arrowsmith to keep on the Brooklyn side. The Law contends that there was plenty of room to have crossed over, and that when the Arrowsmith blew her second whistle the Law at once starboarded. The case, which has occupied the court for some days past, was not concluded.

UNITED STATES COMMISSIONERS' COURT.

Alleged Bounty Frauds.

Before Commissioner Shields.

The United States vs. John S. Bliss.—The hearing of this case, in which the defendant is charged with defrauding soldiers and widows out of their pensions, was resumed yesterday morning.

Thomas Meehan testified that he was a member of Company C, Sixty-ninth regiment, N. Y. V. After leaving the service he applied to the firm of Brown & Co. to procure his pension; saw the defendant, Captain Mills and others; his case was a lost discharge one; Brown & Co.'s place was at No. 229 Broadway; called for his money about two months after making his claim, which was tendered in September, 1868; could not get a chance to see Brown or Bliss; the clerks said the pension had not been paid; subsequently ascertained that it had been paid; saw Bliss in Connecticut, who told him Brown had the money; Bliss afterwards informed him that he had the money, but would not pay it because he would have to pay many more; saw him at Greenport, where Bliss offered him (witness) $50 if he would be done with it; did not pay it; was subsequently recommended to Mr. Taylor, of Danbury, who endeavored to get the money from Bliss, but the latter refused to pay it.

In cross-examination the witness stated that Bliss told him that Brown had the money; never authorized Taylor to get the money or send it to him.

The case was then adjourned till Friday next, the defendant being held under bail.

Alleged Revenue Frauds.

The United States vs. F. Cullman & Co.—The defendants were charged in defrauding the government in placing false brands on tobacco cases. Charles A. Ehrenberg testified that in the month of October, 1866, he was employed by F. Cullman & Co., tobacco manufacturers in Williamsburg; from October, 1866, to April, 1867, nearly every day he saw Cullman & Lippman placing inspector's brands on barrels and packages and shipping said packages; that said brands were false and forged; that he saw Cullman & Lippman removing from the factory tobacco on which no brand was affixed to a place other than a bonded warehouse; that Cullman & Lippman, in June, 1867, started a tobacco factory in First street, Williamsburg, under the name of Buckner & Co., the firm being composed of Cullman, Lippman, Monday & Buckner; that from June, 1867, to June, 1868, deponent saw the persons mentioned falsely brand and remove tobacco to other than a bonded warehouse.

The defendants were held under $1,000 each to await examination on Saturday next.

Alleged Post Office Defalcation.

The United States vs. Charles Best.—The defendant was charged with having, on the 22d of March last, wilfully secreted and embezzled a certain letter containing an article of value. The defendant was arrested at Hudson where he was employed, and appeared on a bench warrant before Commissioner Shields, who held him under $2,500 bail to await his trial.

COURT OF APPEALS.

Liability of Railway Companies for Injury by Nuisance.

Before the full Court.

Mills vs. New York and Harlem Railroad Company.—This action was brought to recover damages for the loss of a number of horses occasioned by the defendants permitting their horses, when infected with the disease known as "glanders," to come in contact with the stables of the plaintiff, where his horses were kept. Upon the trial the jury returned a verdict for the plaintiff, assessing the damages at $5,000. The case was appealed to the general term of the Superior Court, and that court affirmed the verdict. The defendants appealed to the Court of Appeals, where it was again ordered, reliance being placed chiefly upon analagous English authorities, the case being the first which had been brought for such an injury in the courts of this country. The Court of Appeals affirmed the judgment of the court below, with costs.

SUPREME COURT.

The Answer of the Defendants in the Wall Street Gold Cases.

The following is the answer of the defendants in the "gold cases" filed yesterday:—

Edward G. Willard vs. Townsend Cox, as President of the New York Gold Exchange and Individually, and Others.—And now come the defendants, Townsend Cox, who is sued herein individually and as President of the New York Gold Exchange; Thomas A. Hoyt, George H. Bend, Thomas P. Akers and George Phipps, who are sued herein as officers of the said New York Gold Exchange; and by Blatchford, Seward, Griswold and Da Costa, their attorneys, answer the complaint herein and allege:—

First.—The New York Gold Exchange is not a joint stock association. It is a voluntary association, under that name, of persons who, for convenience in the prosecution of business with each other, have associated themselves together to provide a common place for the transaction of such business, and have agreed among themselves to pay the expenses incident to the support of a room therefor. Each of the associates has the right, at stated hours of the day and for his individual profit, to prosecute therein the business of buying and selling and loaning and borrowing gold, and may enter into separate engagements with his co-associates for that purpose. The association does not share in the losses of the individual associates, nor does it participate in their gains. The associates have not contributed any money to a common fund for the purpose of the transaction of business by the association. No stock has been issued in the association to any of the associates. The association is not engaged as an association in any business, and does not devote any funds to the prosecution of any undertaking for the profit of the associates. The association makes no profits, nor has it any losses. The association was organized for the purpose of filling a necessity for new and larger facilities for transactions in gold. For the purpose of conducting such business with facility a constitution, with bylaws thereto appended, was adopted at the formation of the association for the governance and regulation of the association and of the associates in their connection therewith. Such constitution and bylaws contain all the stipulations of the associates in reference to the association, and form the organic law by which alone the organization either has an existence or is to be governed. Each associate on his admission to the association is required to sign such constitution and bylaws. The plaintiff on becoming a member of such association subscribed to said constitution and bylaws in his own proper handwriting, and was the one hundred and seventy-third person who did so. Such constitution and bylaws constitute a contract by which the members of the association are bound to the association and to and with each other.

Annexed hereto and made part thereof is a copy of the said constitution and bylaws as the same were last printed by the association:—

Second—The provision in rule three of the bylaws, that "unless otherwise expressed all contracts for gold shall be settled through the New York Gold Exchange Bank," constitutes no portion of any contract which any member of said association may make, as between himself and any other member of said association, for the purchase or sale or borrowing or lending of gold. Such rule applies solely to a contract complete in itself, and is not in any respect a part or portion of such contract. It presupposes the existence of a contract of sale or loan and then presents a method for the more easy fulfillment of such contract. There is no obligation on the part of any associate to avail himself of such method. Nor does the association claim the power to compel the associates to make their contracts so that they must be settled through the Gold Exchange Bank. The association has never attempted to compel the associates to avail themselves of such method so presented in said articles, but has left it optional with the associates to make their contracts without reference to said rule. Since the association has been in existence, contracts for the sale of gold have been made under such rule, and have also been made under rule four, in the manner there designated as "ex Clearing House;" and in such latter contracts the association never assumed to require the parties thereto to have their contracts fulfilled or settled through the New York Gold Exchange Bank.

The said Gold Exchange Bank was used as a clearing house for the settling of contracts entered into by the individual members of the New York Gold Exchange when some other mode of settlement was not expressed. Such use of the New York Gold Exchange Bank did not relate back to the original contract for the purchase or sale or lending or borrowing; did not enter into such contract, nor was the availing thereof necessary to the completion of the contract. The sole use of the said bank was to afford, as is hereinbefore alleged, an easy and convenient method of settling balances due from members of the association upon gold transactions, but said bank did not in any way become responsible for the payment of such balances.

Third—These defendants do not, nor does either of them, know the amount of the transactions in gold at the New York Gold Exchange on Friday, September 24, 1869; but these defendants severally aver, upon information and belief, that neither the plaintiff nor any other member of the said association ever entertained the belief that the said rule with regard to the settlement of balances through the Gold Exchange Bank constituted any part or portion of his contract for the sale or loan of gold until such member found himself embarrassed by his individual contracts, and then sought for some pretended means by which to relieve himself from responsibility therefor.

Fourth—Upon information and belief these defendants aver that it was not and is not utterly impossible, as in said complaint alleged, to perform the contracts relating to the sale of gold made on Friday, September 24, 1869, by separate deliveries and payments, and on the contrary thereof they aver that it is within their own knowledge that members of the said association who made sales or purchases of gold on Friday, September 24, 1869, at the said Exchange, have, without the instrumentality of the Gold Exchange Bank and in honorable fulfilment of their engagements entered into on the 24th day of September, 1869, paid and discharged all their legal obligations arising therefrom; and these defendants in like manner further aver that if the plaintiff had so desired, and if he had the pecuniary ability to do so, he would have found no difficulty in settling with any one with whom, on the said 24th of September, 1869, he may have entered into contracts for the sale or purchase or loan of gold.

And these defendants further aver that on the 29th day of September, 1869, at a meeting of the members of the said New York Gold Exchange, the following resolution was unanimously adopted, viz.:—"Resolved, That the transactions of Friday (meaning thereby Friday, September 24, 1869) be settled ex Clearing House to-morrow;" and that, as these defendants are informed and believe, the plaintiff or his duly constituted agent attended said meeting and voted in favor of said resolution.

Fifth—These defendants have no knowledge or information sufficient to form a belief as to whether the plaintiff purchased or sold gold at the New York Gold Exchange on Friday, September 24, 1869.

Sixth—These defendants admit that the said Gold Exchange Bank was restrained by injunction from doing business, and was in the hands of a temporary receiver; but upon information and belief these defendants allege that such injunction was procured and such temporary receiver was appointed at the suit of those who were interested in endeavoring to relieve themselves from responsibility for the fulfilment of contracts for the sale or purchase of gold entered into by them on the 24th of September, 1869; and who caused and procured said injunction to be issued, and said temporary receiver to be appointed for the very purpose of setting up such injunction and receiver as a means of defeating any attempt to enforce their responsibility upon their contracts for the sale or purchase of gold entered into by them on that day; these defendants aver, upon information and belief, that said injunction has been removed, and said temporary receiver discharged, and that the suits in which such injunction was procured and such receiver appointed have no longer a legal existence.

These defendants aver, upon information and belief, that if the Gold Exchange Bank had been permitted to conduct its business in the usual way, it would have been able to have adjusted the accounts incident to a clearance of the transactions of Friday, September 24, 1869; and these defendants are confirmed in this belief by the fact that, as they are informed and believe, the major portion of the members of the New York Gold Exchange who were engaged in gold transactions on Friday, September 24, 1869, have, as a matter of fact, settled such transactions as between themselves, and without finding that the "task of so doing was one of extreme delicacy or great difficulty, or involving the exercise of the highest personal discretion."

Seventh—These defendants admit that by article fourteen of the original articles of association it is provided as follows:—

> Every member who fails to comply with his contract, or becomes insolvent, shall be suspended from all the privileges of this Exchange until he settles with his creditors. In case any member is reported to have failed on his contract it shall be the duty of the presiding officer to ascertain the fact, and, if confirmed, such member shall be considered a suspended member, and his name shall be entered in a register of suspended members, to be kept by the secretary. On his application for readmission a committee of three members shall be appointed by the chair to investigate his conduct and the cause of his failure, who shall report the same to the Board. The applicant may, by consent of a majority of the members present, be eligible for readmission, as prescribed in article eighth.

And that by rule eleven of said by-laws it is further provided that:—

> Should any member neglect to fulfil his contract on the day it becomes due, after having been duly notified, the party contracting with him may employ one of the officers of the Board to purchase or sell the gold, as the case may be, accounting with the member in default for any surplus or charging him with any deficiency.

These defendants admit that it was the intention of the said association at the time of the commencement of this suit, and is now, as alleged in said complaint, to enforce said provisions in its constitution and rules whenever necessity arrives for its so doing; that such provisions are reasonable and prudent, and that the conduct of the plaintiff in refusing to comply with the same is injurious to the reputation and destructive to the existence of said association.

Eighth—These defendants deny that they have ever claimed that the contracts relating to gold which were made in the New York Gold Exchange should be settled by the rules of the New York or any other Stock Exchange.

Ninth—These defendants respectfully insist that the New York Gold Exchange is a simple association of members whose controlling principle is that of right, honorable and fair dealing as between themselves; that the constitution and rules which they, in common with the plaintiff, have adopted, are the only rules to which any of the members of the association can appeal for redress in case of default; and that such rules, being voluntary and reasonable, the application thereof ought not to be restrained by judicial tribunals; that the existence of the association depends upon the faithful observance of such constitution and by-laws; and that if the plaintiff has sustained from any member of said association any loss arising from gold transactions the said constitution and by-laws afford to the said plaintiff, in a *forum* created by himself, an ample opportunity for redress against such defaulting member; and that if the plaintiff has, by his transactions in gold, become responsible to other parties for sums of money due from him to them, it is not the right or the privilege of the plaintiff to invoke the interference of this court to prevent such constitution and rules from being applied to himself or to seek to procure this court to impair the obligation reposing upon him to fulfil the contracts which he voluntary entered into with others.

These defendants deny each and every allegation in the said complaint contained, not hereinbefore admitted, controverted or denied, and they especially deny that the plaintiff is entitled to any relief against them or against the association, and they pray that the complaint may be dismissed with costs.

By their Attorneys, Blatchford, Seward, Griswold & Da Costa, 29 Nassau street, New York.

City and County of New York, ss:—Townsend Cox, individually and as President of the New York Gold Exchange; Thomas A. Hoyt, George H. Bend, Thomas P. Akers and George Phipps, defendants in this action, being severally duly sworn, doth each for himself depose and say that he has heard read the foregoing answer, and that the same is true to his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

TOWNSEND COX,
President New York Gold Exchange.
THOS. P. AKERS,
T. A. HOYT,
GEORGE PHIPPS,
GEORGE H. BEND.

Sworn to before me, this 12th day of October, 1869—
JOSEPH GUTMAN, Jr., Notary Public, New York city.

The constitution of the New York Gold Exchange is annexed to and forms part of the defendants' answer.

SUPREME COURT—SPECIAL TERM.

The Suits Against the Gold Exchange Bank—Movement to Have Injunctions Dissolved.

Before Judge Cardozo.

Henry N. Smith, Henry H. Martin, Jay Gould and James H. Bache vs. Townsend Cox, individually and as President of the New York Gold Exchange, and Others.—In this case the court granted an order requiring the plaintiffs in the above action to show cause on the third Monday of October, instant, why the several injunctions granted on the 29th of September against the defendants should not be dissolved. A like order was made by Justice Cardozo in the two suits of the Heisers against the same defendants to dissolve the injunctions granted by Judge Clerke on the 2d of October.

SUPREME COURT—CHAMBERS.

Ramon S. Latorre Discharged Under the Stilwell Act—Opinion of Judge Clerke.

In the Matter of the Petition of Ramon S. Latorre, to be Discharged from Custody.—The particulars of this case have already been fully reported in the HERALD. Judge Clerke has rendered the following opinion in the matter:—I have no doubt that the petitioner fraudulently contracted the debt respecting which this action against him has been brought. But the question which I have to consider in this application is, has he now any property or rights of action which he fraudulently conceals and which he unjustly refuses to apply to the payment of any judgment that has been or may be rendered against him. I do not think that there is positive, reliable testimony contained in the examination submitted to me to show convincingly that he possesses or has control over any other property or rights in action which he has not disclosed in his petition. It is very natural, undoubtedly, to suspect that a man capable of contracting a debt fraudulently is also capable of concealing his property for the purpose of avoiding the application of that property to the payment of the debt. To justify, however, the perpetual imprisonment of the petitioner, something more than suspicion is necessary. There must be circumstantial or positive proof of the falsehood of the allegations in respect to his property. He has now been twenty months in jail. If he withholds or has disposed of his property so as to retain it for himself, instead of applying it to the satisfaction of his debts, he deserves to be incarcerated until he shall do so. But the testimony does not sufficiently convince me that he has any property left—at least I doubt whether he has, and I must give him the benefit of the doubt. I therefore decide that he shall be discharged, as the act of 1831 provides.

SUPERIOR COURT—GENERAL TERM.

Action Against the Third Avenue Railroad Company.

Before Judges Monell, McCunn and Fithian.

Anna Barrett vs. The Third Avenue Railroad Company.—This action is for injuries sustained by the plaintiff on the 4th of December, 1865, while riding down town as a passenger in a Third avenue car, which came into collision on the crossings just below the Cooper Institute with a Harlem Railroad Adams Express freight car going up town on the Fourth avenue track. The trial took place before Judge Monell on the 13th of March, 1867, and resulted in a verdict of $2,000 in favor of the plaintiff. A motion was subsequently made before Judge Jones for a new trial upon the case so settled and upon affidavits, which motion was granted, and from the order of Judge Jones the present appeal was brought. The collision took place between seven and eight in the evening, one person being killed and several injured, among the latter the plaintiff, whose back was so seriously injured as to preclude her from earning her living as she had previously done. It was admitted that at the time of the collision the Third avenue car was going at an unusual rate of speed, while it was not contended that the Harlem car was being impelled at a rapid rate. It was also undisputed that by the uniform practice of the drivers and conductors of both railroads the Harlem Company (being the older) had the right of way.

The Court took the papers and reserved their decision.

SUPERIOR COURT—TRIAL TERM—PART 1.

A Caution to Drivers—$1,500 Damages for Being Run Over.

Before Chief Justice Barbour and a Jury.

Daniel Belton vs. Edward Baxter et al.—It appears that in the month of March, 1868, the plaintiff was crossing Second avenue, near Fourth street, and while doing so was struck, and in attempting to save himself was dragged several yards by the wagon of the defendant, sustaining a fracture of three ribs, resulting in his detention from labor eight weeks and damaging him to the alleged amount of $5,000.

The defendant sought to examine his adversary, the plaintiff, as a witness when, objection being made that plaintiff had already been examined before trial, the court excluded the testimony, holding that under section 290 of the Code power is given to a party to examine his adversary either before or during trial, but not both, and that an examination having been had before the trial none could be had on trial. The jury rendered a verdict in favor of the plaintiff, assessing the damages at $1,500.

SUPERIOR COURT—SPECIAL TERM.

Breach of Promise Case.

Before Judge Jones.

Catharine Gherkin vs. John Platte.—This was a motion to open the inquest taken against the defendant for $3,800 for breach of promise of marriage. The court denied the motion on the ground that he showed no meritorious defence.

Decisions Rendered.

By Judge Jones.

John A. Weeks vs. Thomas Love.—Motion granted, without costs.

First National Bank of Louisville vs. James Broadhead.—Motion granted on payment of ten dollars costs, with liberty to plaintiff to discontinue within twenty days without costs.

Philip Speed vs. James Broadhead.—Motion granted on payment of ten dollars costs, with leave to plaintiff to discontinue within twenty days on payment of costs.

J. Henry Thorp vs. Charles K. Bradford et al.—Motion granted, without costs.

John L. Walker et al. vs. George F. Kissam, impleaded.—Motion granted.

Thomas Ovum vs. Alexander Muir et al.—Same.

James B. Thorp vs. Charles K. Bradford et al.—Motion granted, without costs.

Abraham Lowenheim et al. vs. Edward Wolfsohn.—Motion granted.

Oscar Hoyt et al. vs. Andrew C. Rust.—Same.

Catharine Gherkin vs. John Platte.—Motion denied, with ten dollars costs, with liberty to renew on payment of said costs.

C. Simons et al. vs. S. Lawrence et al.—Motion granted, without costs.

Harrison A. Johnston vs. Augustus L. Thomas.—Motion granted, and bail reduced to $5,000.

MARINE COURT.

What Constitutes the Delivery of Merchandise.

Before Judge Gross.

Lawson vs. Darrow.—The plaintiff, a commission merchant, sold a cargo of brick to the defendant, a dealer in building materials, to be delivered at foot of Forty-seventh street, North river. In pursuance of this arrangement the plaintiff directed the captain of the schooner containing the brick to go up there with his vessel. On arriving the captain reported to the defendant, but was requested by him to land them at 130th street, at the dock of a party to whom he had agreed to deliver brick, which the captain undertook to do, but it seems through some misunderstanding they were landed farther up the river. Upon the conclusion of the case defendant's counsel moved for a dismissal of the complaint on the ground of non-delivery, the evidence being that it was customary for the captain of the vessel to unload the brick.

In passing upon the question raised the Court said:—"I shall hold that the defendant by giving directions to the captain exercised acts of ownership over the cargo of brick, and that from the moment he directed the captain to deliver the brick at 130th street they were under his control, and the person acting acted as the agent of the defendant. I shall hold that there was a constructive delivery. If the defendant did not desire to take the brick he had it in his power, on their arrival at Forty-seventh street, to say 'I refuse to accept the brick,' and then he would have been clear of the contract, it not being in writing; but, having authorized the captain to take this brick to a certain place, the captain was under his control, and I hold it to have been delivery sufficient to take the case out of the statute of frauds."

The Court then charged the jury, and a verdict was returned for the plaintiff.

COURT OF GENERAL SESSIONS.

A Young Woman Sent to the State Prison—Acquittals.

Before Recorder Hackett.

The first case tried yesterday was an indictment against Maurice O'Connell, charging him with petty larceny from the person. John Thompson, the complainant, swore before the magistrate that on the 29th of August he was assaulted by one man, and that the accused took his watch, worth ten dollars. It appeared that Thompson subsequently heard that O'Connell was the sole support of a widowed mother and had a good character, and consequently expressed a desire to withdraw the charge. The Recorder would not permit him to do so, and ordered the trial to proceed. The complainant gave his testimony, and swore positively that he could not identify the accused as the party who took the watch. O'Connell showed that he was employed by the Harlem Railroad Company, and was a very honest young man. The Recorder stated in his charge to the jury that oftentimes persons who appeared before police magistrates and grand juries and charged others with perpetrating crimes were subsequently influenced to withdraw the charges by threats of personal violence or from other considerations. In this instance his Honor said the testimony was insufficient to convict the defendant. The jury rendered a verdict of not guilty.

William Johnson was charged with receiving stolen goods, the indictment alleging that on the 15th of September he purchased two cases of boots, valued at $350, the property of the Narraganset Steamship Company, from Michael Kelly. The complaining witness was charged with stealing the goods, and he swore that he only received ten dollars from Johnson. It was shown that Kelly went into Johnson's lager beer saloon, drank, and asked permission to leave the boxes there. The Recorder stated to the jury that the prosecution failed to establish the guilty knowledge essential to be proved in a case of that kind and directed the jury to acquit, which they did.

Charles Start was placed on trial charged with grand larceny. It appeared from the testimony that the store of Martin H. Bradford, at West Winsted, Conn., was burglariously entered on the night of the 29th of July and $500 worth of boots and shoes stolen, a portion of which was traced to this city. A detective visited a store in East Fifteenth street said to have been occupied that morning by the accused and found some of the boots and shoes, which were identified by Mr. Bradford. The prisoner was not on the premises at that time, and as Mr. Hutchings could not positively connect him with the property he virtually abandoned the case. When the jury had rendered a verdict of not guilty Assistant District Attorney Hutchings informed the Court that there were two other parties implicated in the burglary, who were sent on to Connecticut upon a requisition of the Governor to be tried there.

Casper Sawyer (a boy) was jointly indicted with two others, charged with breaking into the boot and shoe store of Edward Schendel, in Sixth avenue, one night last month, at which time three pairs of boots were stolen. The testimony against Sawyer was very slight, and when the jury rendered a verdict of acquittal the Recorder gave him some excellent advice before letting him go.

Minnie Watson, a genteel looking young woman, was tried and convicted of stealing from Mary Ann Allen, on the 6th of September, wearing apparel valued at $128. She engaged board at a house in East Broadway, and roomed with Miss Allen. After she had been there two days she suddenly disappeared, taking with her the wardrobe of her fellow boarder. An officer arrested her a few days afterwards on the corner of Market street, when she denied that she boarded at this house in East Broadway. The officer brought her there, and she was fully identified by the boarding house keeper. While they were proceeding to the place she was seen to put something in her mouth, but the officer failed to make her disgorge. He had reason to believe it was a pawn ticket, for he took two pawn tickets out of her hand, which he afterwards found out represented a portion of the stolen property.

Ex-Judge Stuart fought desperately to get the erring woman off by legal technicalities, and, to cap the climax, Minnie herself took the stand and did up some "tall" swearing. She swore that Miss Allen (who appeared to be a respectable girl and who was married a few days since) sold her wardrobe to her for forty dollars in money, at the same time accepting a set of jewelry, worth sixty dollars, which Minnie said she imported from England. Mr. Hutchings recalled Miss Allen, who pronounced the statement false in every particular. The jury rendered a verdict of guilty, and the Recorder sentenced her on the spot to imprisonment in the State Prison for four years, remarking that it was time to teach the thieves (which she represented) who stole from poor sewing girls that they could not pursue their nefarious course hereafter in this community. Minnie admitted that she was arrested three times, but was never convicted.

Richard McMekin was tried and convicted of forgery in the fourth degree, he having, on the 18th of August, presented an order to the clerk of Charles Ingraham, purporting to have been drawn by R. Taggart, upon which he obtained fifty pounds of solder. The accused said that another man gave him the order. He was remanded for the purpose of furnishing the Court with evidence of previous good character.

The following is the calendar for to-day:—The People vs. Josephine Wall, felonious assault and battery; Same vs. Charles Spahr, do.; Same vs. James Stewart, do.; Same vs. Joseph Eichman and Samuel Gutterman, do.; Same vs. David Jones, do.; Same vs. John Gleason, receiving stolen goods; Same vs. James Gough, grand larceny; Same vs. Bridget Garry, do.; Same vs. Matthias Trimber and William Munch, do.; Same vs. Henry O'Brien, burglary; Same vs. Frank Adams, robbery.

CIVIL COURT CALENDARS—THIS DAY.

OYER AND TERMINER—SUPREME COURT—CIRCUIT—Part 1.—Before Judge Ingraham.—Court opens 10½ A. M.—Nos. 1833, 1835, 1883, 1885, 1887, 1889, 1889½, 1891, 1893, 1895, 1897, 1899, 1903, 1905, 1907½, 1909, 1911, 1913, 1915, 1919.

SUPREME COURT—CIRCUIT—Part 2.—Before Judge Sutherland.—Court opens at 10½ A. M.—Nos. 892, 1256, 792, 520, 340, 1062, 1400, 1524, 1528, 1536, 1540, 1544, 802, 1596, 748, 1484, 1548, 1554, 1558, 1560, 656.

SUPREME COURT—SPECIAL TERM.—Before Judge Barnard.—Court opens at 10½ A. M.—Demurrers, Nos. 31, 22, 25, 26, 27, 44, 18, 23, 38. Law and fact, Nos. 154, 211, 212, 214, 115, 216, 274, 135.

SUPERIOR COURT—TRIAL TERM—Part 1.—Before Judge Barbour.—Court opens at eleven A. M.—Nos. 945, 985, 1025, 1131, 999, 1047, 1161, 1163, 1165, 1167, 1169, 1175, 1179, 1181, 1185. Part 2.—Before Judge Freedman—Court opens at eleven A. M.—Nos. 654, 1052, 1228, 1094, 1100, 1236, 1122, 1166, 1248, 1250, 1252, 1256, 1258, 126.

MARINE COURT—TRIAL TERM—Part 1—Before Judge Gross—Call of calendar at ten A. M.—Nos. 3751, 3646, 3647, 3702, 3724, 3752, 3773, 3779, 3815, 3837, 3893, 3915, 3916, 3917. Part 2.—Before Judge Curtis—Call of calendar at ten A. M.—Nos. 3868, 3700, 3732, 3740, 3802, 3850, 3885, 3906½, 3907, 3908, 3909, 3910, 3911, 3912, 3913, 3914.

CITY INTELLIGENCE.

THE WEATHER YESTERDAY.—The following record will show the changes in the temperature for the past twenty-four hours in comparison with the corresponding day of last year, as indicated by the thermometer at Hudnut's pharmacy, HERALD Building, Broadway, corner of Ann street:—

	1868.	1869.		1868.	1869.
3 A. M.	50	65	3 P. M.	62	56
6 A. M.	48	62	6 P. M.	61	53
9 A. M.	55	63	9 P. M.	62	51
12 M.	58	56	12 P. M.	61	60

Average temperature yesterday....................55 6-8
Average temperature for corresponding date last year....................57½

BOARD OF EXCISE.—There was but one case of violation of the Excise law tried yesterday, and that was dismissed. The committe reported in favor of issuing 122 licenses.

ASSAULT UPON INSPECTORS.—On Tuesday night Messrs. Jacob Cooper and Louis Jacob, inspectors of registration in the Ninth district of the Twenty-first ward, while passing through Thirty-third street, near Second avenue, were attacked by unknown parties and severely beaten.

FESTIVAL IN HARLEM.—An oyster and ice cream festival was held last evening at the Mission church, Second avenue and 110th street, for the benefit of the mission, which is an off-shoot of the Second avenue Methodist Episcopal church, and which is flourishing under the pastoral care of the Rev. Mr. Steel. On Sunday afternoon next the building will be dedicated by Bishop Janes. The festival will be continued this (Thursday) evening.

A FRUITLESS JOB.—On Tuesday night some burglars effected an entrance to the office of H. A. Crane, foot of West Thirtieth street, and paid their respects to an empty safe, which they blew open, and rifled of—nothing, as it was empty. Adjoining it was another safe, containing a large sum of current funds, which the "sappers and miners" overlooked or were prevented from operating upon by an alarm. They left behind them in their haste a number of burglars' instruments.

THE VETERAN "VAMPS" REUNION.—The committee of the firemen's fund will give a grand reunion dinner at Delmonico's, on Monday evening next. It is intended to be a festive gathering of those who have toiled together in years past, and, judging from the preparations now being made, will be a grand affair. Cameron, Slote, Miller and others of the "laddies" have been working hard to ensure the success of the entertainment, and no doubt can be entertained of their achieving the most gratifying results.

FATAL HATCHWAY CASUALTY.—For some time past Joseph Lavine, a youth of sixteen years, has been in the employ of a firm doing business at 207 Canal street. Eight days ago he fell through the hatchway, from one of the upper stories to the lower floor, and was terribly injured. Young Lavine was conveyed to Bellevue Hospital, where he died yesterday morning. Coroner Keenan held an inquest on the body and the jury rendered a verdict of accidental death. Deceased lived with his parents, at No. 192 Bleecker street.

SUDDEN DEATHS.—Maria Lumpton, late of No. 639 Greenwich street, died suddenly yesterday, and Coroner Keenan was notified to hold an inquest on the body.

John Hannesfager, a German, sixty-seven years of age, died suddenly, at 93 Fourth street, on Tuesday night. The cause of death is unknown. An inquest will be held by Coroner Keenan.

John Corbett, of 536 West Twenty-seventh street, died suddenly yesterday, as is believed from disease of the heart. The case was brought to the attention of Coroner Flynn.

FUNERAL OF THE LATE WILLIAM L. MITCHELL.—The funeral of the late William L. Mitchell, who committed suicide on Saturday night last, as detailed in the HERALD on Monday, took place yesterday from his late residence, 179 Thompson street, and was largely attended. The Rev. Mr. Gill, rector of St. Ambrose church, conducted the services, which consisted of the reading of portions of the Scriptures and a brief address. The reverend gentleman remarked that there were three classes of persons over whose remains the usual burial office of the Church could not be read, viz.:—Those under sentence of excommunication, suicides and persons of adult age dying unbaptized. The full services were, therefore, not read.

THE LATE DROWNING OCCURRENCE.—Coroner Keenan yesterday commenced an investigation in the case of the children, Ellen and Patrick Cully, whose widowed mother lives at No. 634 East Ninth street, they having been drowned in the dock foot of Tenth street, East river, on the 8th inst., as previously reported. Israel Hocker, a colored man, attached to the steamer State of Maine, testified to seeing the deceased children fall into the dock and made an effort to rescue them. The witness stated that the pier was in a very poor condition then by two holes, near which the children fell in, and also holes in other parts of the pier. Its condition is such that a horse and cart cannot be driven on it. Oscar Van Tassell, an officer of the Eleventh precinct, detailed for duty at the ferry foot of Tenth street, testified that the pier has been in its present condition for some time past; the hole through which the children fell is about fifteen inches wide and fifteen feet in length; the officer does not know who are the owners of the pier. Owing to the absence of witnesses the further investigation was postponed till to-morrow morning.

THE CONGRESSIONAL COMMITTEE ON NAVIGATION INTERESTS.—An informal meeting of the committee selected by the House of Representatives to inquire into the decrease of American tonnage and the depressed condition of the shipping trade was held yesterday at the Astor House. Mr. J. Lynch, merchant and shipowner, Portland, presided. The others present were:—B. J. Morell, iron founder, Johnston, Pennsylvania; W. J. Hollman, Indiana; H. C. Calken, New York, and Erastus Wells, merchant and manufacturer, St. Louis. Mr. J. Buffington, New Bedford, will arrive in New York to-night, and Messrs. Washburn and L. B. Judd by the end of the week. The committee were waited on by delegations from the Shipowners' Association and from the Vessel Owners' and Captains' Co-operative Association, consisting of Mr. W. Wilson, Jr.; Ambrose Snow, G. A. Brett, J. W. Elwell, Alston Wilson and Edwin Hinckin. These associations offered the use of their rooms, 50 and 52 Pine street, and the services of their secretary to the committee. Several leading representatives of the shipping interest were in attendance on the committee. The delegation from the shipbuilders of Maine consists of N. A. Farrell, ex-Senator; J. H. Morse, J. W. Hayden and Mr. Hickmans. A formal meeting will be held this day.

POLICE INTELLIGENCE.

ROBBED OF HIS MONEY.—James Rogers, of 1,328 Atlantic street, Brooklyn, preferred a complaint before Justice Dodge, at Jefferson Market, yesterday, against a nymph named Adelaide Freeman, charging her with stealing $100 from him while in a bagnio on Greene street on Tuesday night. She denied the charge, but was committed, in default of $1,500 bail, to answer at the General Sessions.

ALLEGED THEFT OF CLOTHING.—A man named Henry Barwin was arraigned yesterday before Justice Shandley charged with stealing material for nineteen pairs of pantaloons, valued at eighty dollars, the property of John Duschmer, of 297 Third street. Barwin was foreman of the complainant's establishment, and upon his arrest acknowledged taking the property—claiming, however, that he did so for the purpose of making up the pantaloons. Held to answer.

THEFT OF KEROSENE.—On Monday a Mr. Close, of No. 5 Chatham square, placed some barrels of kerosene on the sidewalk outside of his store. Edward Deluce, a young man, was passing that way, and the temptation to take possession of one of these by rolling it off was too great, and he yielded to it. A lynx-eyed officer of the law, John Lennox, of the Sixth precinct, found him in possession of it, and believing that he had not come by it honestly took him and the kerosene into custody. He was taken before Judge Dowling yesterday, at the Tombs, and committed to answer.

THE TWENTIETH WARD ROBBERY.—Detective Brice, of the Twentieth precinct, yesterday arraigned the two young men, named Joseph White and Michael Kavanagh, before Justice Dodge, at Jefferson Market, who are charged with assaulting Mrs. Eveline Keys, of No. 324 West Twentieth street, on Eighth avenue, near Thirty-first street, on Tuesday morning, and robbing her of a gold chain valued at $150, an account of which appeared in the HERALD of yesterday. They stated they had nothing to say in reference to the charge, and were committed without bail to answer.

BURGLARY IN A FARO BANK.—On the night of the 26th of September last the gambling hell situated on the second floor of No. 720 Broadway, under the proprietorship of John Nyles, was burglariously entered, the door forced open with jimmys and a number of ivory checks, valued at $400, stolen therefrom. On Tuesday afternoon last Detective Reilly discovered the property in the possession of a "diamond broker" named Berry, doing business at 575 Broadway. The latter stated that he had purchased them from an itinerant pedler, who was also found by Detective Reilly, and who stated that he had purchased them from a "diamond broker" named John Brondon, who does business at 702 Broadway. Brondon stated that he purchased them from a man named L. Howard, whom he knew nothing about, for $100, and had sold them to the pedler for $125. From the fact that Brondon could give no satisfactory explanation of how the property came into his possession he was arraigned before Justice Dodge at the Jefferson Market yesterday afternoon and remanded until ten o'clock this morning.

BOARD OF HEALTH.

It Quails Before the Fat Melters.

This body sat yesterday mainly for the consideration of chicken slaughtering and fat melting. A discussion was had on the propriety of allowing the slaughter of the innocents at No. 156 Reade street, but as the members could not agree the subject was referred to Superintendent Harris for his report. A number of kerosene dealers asked to be relieved from prosecution for selling poor oils, and they were accommodated. The same leniency was extended to other violators of the law.

After some discussion as to the propriety of accommodating the fat boilers and other nuisance creators, Mr. Eaton, counsel, was requested to write a resolution, which was adopted, reads as follows, and is incomprehensible!—

> Resolved, That the prohibition of fat boiling after the 15th instant do not extend to those who shall apply for a permit previous to the 22d instant, until the action of the Board on such application.

The Board then adjourned.

THE NEW WATERING PROJECT.

Salt Water vs. Croton for the Streets and at Fires—Report of the Engineer of the Board of Health.

The project of making use of salt water instead of Croton for the purpose of extinguishing fires and washing the streets has been thoroughly examined into by the engineer of the Board of Health, to whom it was referred by the Board. Yesterday the engineer reported to the Secretary of the Board the result of his investigations. The report is quite lengthy, and in it the engineer asserts his belief that the plan is decidedly practicable. He proposes to divide the city, below Fifty-ninth street, into two districts, one above and the other below Fourteenth street; to have pumping engines for each district located at the Fortieth street reservoir and at the intersection of Canal and Walker streets, the water to be brought to the pumping stations through brick conduits. He gives a recapitulation of the data on which the scheme is based, as follows:—

> Estimated quantity for flushing, 5,200 gallons per minute. Maximum for fire purposes, occasional use, 4,200 gallons per minute. The engine house is supposed to be placed at the angle of Canal and Walker streets; the pumping engines to be two, each to be of daily working capacity of 6,000 gallons per minute, and, in case of need, a strength to distribute 8,000 gallons per minute, without risk, one engine only to be in use, the other to be a reserve engine, in case of repair or accidents to the first. The pumps to deliver the water into a stand pipe under a head of 100 feet above the tide level; but this stand pipe to be high enough for a head of 150 feet. The 100 feet would be the usual working pressure; the 150 feet in cases of very large fires. The stand pipe to be four feet in diameter, with stairs around and to the top of the same, thus adding an architectural feature to the locality. The pumps to draw their supply by gravitation from a well fed by a four foot brick conduit from the river discharging into the stand pipe, and thence the distribution will be through mains of 20-inch cast iron pipe, with gradual reduction to 16-inch, 12-inch, 8-inch, and finally for the last 200 feet to 6-inch. The cast iron pipe to be of the heaviest Brooklyn pattern. The map herewith accompanying will sufficiently explain the pipe distribution. I proceed to give the cost of construction by estimate and in items, that those conversant with these matters may judge of their correctness:—Real estate and buildings, $126,000; stand pipe, $50,000; two engines and boilers ($100,000 each) $200,000; stand pipe, $20,000; 53,500 feet 20-inch pipe at $8; 42,250 feet 16-inch pipe at $5 60, $236,100; 105,000 12-inch pipe at $3 60, $378,000; 105,700 8-inch pipe at $2 20, $232,540; 36,200 6-inch pipe at $1 70, $61,540; 1,029 hydrants at $45, $46,305; gates, $5,000—$1,782,985, or say in round numbers $2,000,000. The gross running expenses estimated on the basis of the cost at the Ridgewood pumping engines, Brooklyn, would be about $30 per day; seventy-six men, at $2 per day, $152—total, $182. The total expense of maintaining the force during the whole year and when not employed in flushing, attending to cleaning crosswalks, removing snow and the like, together with the entire pumping expense and that of superintendence and repairs, would not, probably, exceed $65,000, thus affording a cheaper and more effectual means of cleanliness than any now in use. District above Fourteenth street, that is, between Fourteenth street and Fifty-ninth street, the number of miles estimated by the length as given by figures in the Directory I find to be 117.4 miles, and the number of hydrants, placing one at each intersection of street and avenue and one intermediate in the block, 1,106. By comparison of these figures with those at the district below Fourteenth street the difference is so small that it will be perfectly safe to consider the water supply the same in both districts and the pumping engines of same capacity. In fact, taking into consideration the condition of the streets and the purposes to which the edifices are applied, the water demand, both for flushing and fire purposes, should be less in the upper than in the lower; the pumps would therefore be of the same pattern as those in the lower district, but as a stand pipe might be an objectionable feature at the reservoir it is proposed to put up an elevated tank over the central façade, either on Fortieth street or Fifth avenue, which should be at sufficient height for the flushing service, and an arrangement of valves and air chambers by which the water pressure might be increased to any desirable extent in case of large fires. From the tank or rising main a 24-inch main is laid through Fortieth street to Lexington avenue on the east, and Ninth avenue on the west. From these points the distribution is by 20, 16, 12, 8 and 6 inch pipe as in the lower district. The estimate of cost is as follows:—Alteration beneath reservoir necessary for the reception of pumping engines and boilers and coal space and chimney, $25,000; tunnel to East river, 4,200 feet, $20, $84,000; two engines and boilers, at $100,000, $200,000; tanks and supports, valves and air chambers, $30,000; 5,025 feet 24-inch pipe, at $11 30, $56,782; 22,960 20-inch, at $8, $183,680; 19,830 16-inch, at $5 60, $111,048; 242,440 12-inch, at $3 60, $872,784; 121,500 8-inch, at $2 20, $267,300; 36,200 6-inch, at $1 70, $61,540; 1,106 hydrants, at $45, $49,770; gates, $6,000. Total, $1,947,954. The running expenses and cost of maintenance may be fairly reckoned to be the same as in the First district, or $182 per day, and yearly $65,000. The total, then, for cost and maintenance of apparatus for flushing and fire purposes in all that portion of the city below Fifty-ninth street may be summed up as follows:—

Cost of construction below 14th street	$1,782,985
Cost of construction between 14th and 59th streets	1,947,954
Total	$3,730,939
Or, in round numbers	4,000,000
Cost of maintenance (daily) below 14th street	$182
Cost of maintenance (daily) bet. 14th and 59th sts.	182
Total	$364
Cost of maintenance (yearly) below 14th st.	$65,000
Cost of maintenance (yearly) bet. 14th and 59th sts.	65,000
Total	$130,000

The engineer states further in his report that the action of rust does not appear to be any more with salt water than with fresh water—an opinion founded on the experience of sugar refiners, who now use the salt water. He also states that the engine at the upper pumping station could be used to force the fresh water up to the houses on Murray Hill at a little additional expense. He also gives the opinion that the apparatus could be made serviceable in supplying water power to wholesale houses where much heavy hoisting is done and to other establishments where fresh water is consumed for the purpose of making steam. In conclusion he states that "the scheme is perfectly practicable and well deserving of consideration for its economy of construction and maintenance. With improved system of sewerage and paving the expense of street cleaning would be very much reduced, fire engines done away with, add a much better and more readily applicable service supplied. In addition, should it be considered expedient to adopt engines and mains for the purpose of power, the income from this service might soon make the whole apparatus almost self-sustaining, and with economy to the lessees of power."

The report was read at the meeting of the Board of Health yesterday, and, on motion of Mr. Manierre, was referred to the Sanitary Committee, with orders to commence the work as soon as the treasury of the Board contains the estimated sum.

MARINE TRANSFERS.

The following is a complete list of marine transfers made from the 8th to the 13th inst., inclusive:—

Date.	Class.	Name.	Tonnage.	Share.	Price.
Oct. 8..	Schooner	Cornelia....	94.95	Whole.	$554
Oct. 12..	Sloop....	Matilda..........	85.82	1-6	300
Oct. 12..	Schooner	E. J. Duncan...	48.34	½	3,100
Oct. 12..	St. prop.	Epsilon..........	28.03	All.	6,000
Oct. 13..	St. prop.	Transit..........	478.43	All.	30,000
Oct. 13..	Canal b't	Iuka..............	121.20	All.	2,700
Oct. 13..	Schooner	Wapella.........	245.86	1-16	1,000

GREAT STORMS IN THE LAST CENTURY.—The great storms of past times far exceed any of those of the present century. The storm which occurred in England November 26 and 27, 1703, was called the "great storm," as it was one of the terrible that most ever raged there. The devastation on land was immense, and on the coast and in the harbors the loss in shipping and in lives still greater. The loss in London alone was estimated at £2,000,000. Eight thousand persons were thought to be drowned in the floods on English rivers and on the coast. Twelve men-of-war, with more than 1,800 men on board, were lost within sight of land. In the county of Kent 17,000 trees were torn up. Multitudes of cattle were destroyed; in one level which was flooded 15,000 sheep were drowned. It was during this terrific gale that the Eddystone lighthouse was carried away and its ingenious inventor and his associates perished.

BROOKLYN CITY.

THE COURTS.

KINGS COUNTY COURT OF OYER AND TERMINER.

The Crow Hill Homicide—Conviction for Manslaughter.

Before Judge Gilbert.

The trial of Francis Drake, the colored man, for the murder of William Fitzpatrick, at Crow Hill, in June last, was concluded yesterday afternoon. Judge Gilbert, in charging the jury, said:—It could hardly be held to be justifiable homicide of the prisoner if the prisoner went out of his house when the men got there, with the pistol in his hand, as that would show premeditation on his part. That was a pretty important point, and one for the jury to determine before rendering a verdict. They were also to determine whether the fight was over when Bradshaw was pulled off him and that the subsequent shooting was done in a fit of rage after the pistol had been handed to him by his wife or somebody else. If they believed that the pistol was so handed to him and he fired it while in the heat of passion that would be a case of manslaughter, and not of murder. They must determine whether the man was actuated by a design to take the life of Fitzpatrick which would be a case of murder, or if done in the heat of passion it might be a case of manslaughter or of justifiable homicide. It was pretty important to determine the position of the parties at the time the affray occurred and the medical testimony indicated that direction of the wound was inward and downward, which was hardly to be reconciled with what the witnesses had testified to in regard to the position of the parties. All the different views were to be considered in making up the verdict. His Honor then defined what constituted justifiable homicide, and in that connection stated that if any reasonable person took life to preserve himself from immediate danger that would be justifiable homicide.

After an absence of an hour the jury returned to the court and rendered their verdict, finding him guilty of manslaughter in the third degree, and recommending him to the mercy of the Court. He was then remanded for sentence.

Forgery and False Pretences.

Joseph W. Mignault, alias William C. Rathbone, was tried for forgery and false pretences. In July last the prisoner obtained $654 worth of furniture from Mr. John Wood, of No. 166 Fulton street, and gave as security six $500 Cumberland Coal bonds. These were subsequently ascertained to be worthless. The prisoner then went to the store of Mr. Latimere, in Atlantic street, near Clinton, and prevailed upon that gentleman to let him have $224 worth of carpets, giving as security a mortgage on the furniture obtained from Wood, and also on the carpets. He then got a loan of $180 on the furniture from a man named Leopold, and the latter had a portion of it stored at a house in Fourteenth street, near Eighth avenue, New York. On the 5th of August the prisoner purchased another lot of furniture from Mr. Henry Boyle, of 124 Atlantic street, amounting to $424. He gave Mr. Boyle three of the Cumberland Coal bonds in payment. As these goods were being delivered at No. 166 Sands street the prisoner was arrested by detectives Videto and Folk, who had been in search of him for some time. He was found guilty on a charge of false pretences, for which he was sentenced to two years in the Kings County Penitentiary. He was also convicted for forgery, on which he was sentenced to four years and six months in the Penitentiary.

BROOKLYN INTELLIGENCE.

THE SACKETT STREET BOULEVARD.—Several property owners whose lands have been taken for the Sackett street boulevard object to the report of the commissioners in matter of awards. Yesterday afternoon the commissioners met and received affidavits from those who claim to have been unfairly dealt with.

BURGLARIES.—Two liquor stores at Nos. 48 and 50 Fulton street were burglariously entered on Tuesday night and robbed of a quantity of cigars and liquors.

The residence of Benjamin Stewart, No. 26 Chapel street, was burglariously entered on Tuesday night and robbed of seventy dollars in bills and currency.

BODY OF A WOMAN IDENTIFIED.—The body of a woman, found floating in the water at the foot of Jay street yesterday morning, was identified as that of Mrs. Mary Ann Moore, who had been missing from the residence of her brother, No. 137 Tillary street, since Monday last, when she started to go to New York to do some shopping. A verdict of found drowned was rendered by the Coroner's jury.

A VIRAGO IN A JUSTICE'S COURT.—Officer Bolton, of the Forty-ninth precinct, arrested a woman named Ellen Boyle yesterday, on a charge of assaulting her neighbor, Mrs. Mary Gallagher. When taken before Justice Lynch she made the Judge believe that she was justified, and she was thereupon discharged. Before leaving the court, however, her temper got the better of her judgment and she made a furious assault on the complainant. The Justice then sentenced her to six months' imprisonment in the Penitentiary.

REAL ESTATE MATTERS.

Projected Buildings.

The following plans of projected buildings have been submitted to the Superintendent of Public Buildings for approval during the week ending October 13:—

OCT 7—One 4 story brick dwelling e s 10th av, 50 ft w of 65th st; owner, John Dorshell.

One 3 story brick stable, s s 21st st, 100 ft w 10th av; owner, W Jones.

One 4 story brick store and tenement, 458 ft w of 31st st; owner, J Stewart.

One 4 story brick tenement, 19 Cornelia st; owner, George W McPherson.

One brick dwelling, n s 155th st, 150 ft w of 10th av; owner, C A Stoddart.

OCT 8—Two 3 story brick, brown stone front, s s 127th st, 200 ft e of 5th av; owners, James Meagher and Thos Hansen.

One 4 story brick store and tenement, s e cor 1st av and 117th st; owner, Jeremiah Leamy.

One 4 story brick store and tenement, s s 109th st, 100 ft w of 3d av; owner, Maurice Dillon.

OCT 9—One 4 story brick, brown stone front, n s 125th st, 125 ft e of 8th av; owner, Luther Baldwin.

One 5 story brick, freestone front, 18 Walker st; owner, W Jones.

Five 4 story brick, brown stone fronts, s w corner 61st st and Lexington av; owner, John McCool.

OCT 11—One 1 story brick dwelling, n s 78th st, 200 ft w of 1st av; owner, Charlotte Woodsworth.

One 4 story brick tenement, 538 East 48th st; owner, Daul Cartin.

Four 5 story brick store and tenements, n s 16th st, 150 ft e of av B; owner, N Seeger.

OCT 12—Three 3 story frame and corrugated iron dwellings, 524, 526 and 528 West 34th st; owner, John Cody.

REAL ESTATE TRANSFERS.

New York City.

Mercer st and Washington place, s e corner, 49.9x100	$115,000
Oliver st, e s, 95 ft n of South st, 40x50	14,000
5th st, n s, 183 ft e of av C, 100x97 / 5th and 6th sts, between avs C and D, 43x7	28,000
5th st, n s, 158 ft e of av C, 25x100	7,000
21st st, s s, 695 ft n of 5th av, 15x92	28,000
34th st, n s, 100 ft e of 9th av, 19.1x98.9	Nom.
42d st, n s, 183 ft e of 2d av, 17x100.5	13,000
52d st, n s, 100 ft w of 4th av, 25x100.5	15,000
78th st, n s, 155 ft e of 3d av, 50x102.2	52,500
82d st, s s, 152.9 ft w of 3d av, 25x100	6,950
130th st, n s, 515 ft e of 6th av, 20x99.11	30,000
LEASE RECORDED.	
8th av, No 407, 3 years, per annum	2,600

Kings County.

BROOKLYN.	
Ellery st, n s, 125 ft w of Throop av, 25x75	950
Herkimer st, s s, 125.4 ft e of New York av, 24.8x185.6	2,000
Mill st, s s, lot 474, J Cole map	Nom.
Powers st, e s, 156 ft s of President st, 150x100	6,500
Pacific st, n s, 240 ft e of New York av, 100x100	4,500
South 4th st, n s, 240 ft w of 2d st, 20x100	Nom.
Union st, n e s, 100 ft s e of Nevins st, 25x90	3,100
Wyckoff st and Graham av, n e corner, 20x100	8,000
10th st, e s, 46 ft n of South 5th st, 23x100	1,200
38th st, n e s, 454.1 ft s e of 8th av, 25x100.2	550
525 ft e of Classon av and 61 ft n of Wyckoff st, 31.11x70x76.11	800
Baltic av, s s, 52.6 ft w of Monroe st, 25x100	1,000
Flushing av, s s, 50 ft e of Spencer st, 100x192x3x50x50x10x142.3	4,000
Fulton av, s s, 200 ft w of Nostrand av, 50x200	1,000
Fulton av, n s, 60 ft e of Grand av, 20x53	5,500
Fulton av, s s, 268.4 ft e of Utica av, 16.8x100	2,500
Yates av, w s, 90 ft n of Fulton av, 27.1x90	6,000
Lot 118, G. Nostrand's map	1,300
Lot 14, G. Schenck's map	800

Queens County.

COLLEGE POINT.	
College av, e s, 299.6 ft s of Flammers av, 75x224.9	5,000
HICKSVILLE.	
Road from Manitto Hill to Hicksville, s s, adjoining McCarthy, 2 acres	200
Farmingdale road, w s, 100 ft n of 1st st, 100x100	260
JAMAICA.	
McNiel st, s s, lots 335 and 336, each 25x167	800
MASPETH.	
Clinton av, s w s, lots 53 and 54, block N	300
WHITESTONE.	
South Irving place, e s, 225 ft n of Broadway, 25x140	150
WOODSIDE.	
Kelly av, between Woodside and Riker avs, lot 69, 25x100	400

Westchester County.

EAST CHESTER.	
White Plains road, n w s, lot 55, Washingtonville, 33x150	180
22d av, s s, lot No 9 Wakefield, ½ acre	375
TARRYTOWN.	
Smith av, e s adj J Q Fowler, Anne Smith property	4,500
MORRISANIA.	
Prospect st, n e s, 350 ft s e of Cortlandt av, 50x150	3,500
YONKERS.	
Cliff av, e s, 250 ft s of Park av, 53x85	1,800

Essex County, N. J.

NEWARK.	
Cabinet st, n s, 124 ft w of Chatham st, 24x100	500
Pacific st, w s, 500 ft from Chestnut st, 30x90	800
Fairmount av, w s, 225 ft from Godet st, 50x100	1,800
Summer av, e s, 109 ft n e of Kearney st, 25x100	1,000
Magazine st, s s, 249 ft s of George st, 50x100	600
Tichenor st, s s, 265 ft e of Mulberry st, 25x66	2,400
Lush st, e s, indefinite, 66x89	725
State and Sheffield sts, n e corner, 119 ft front	36,500
4 acres in Great Harbor	750
3 25-100 acres in Wolf Harbor	1,200
SOUTH ORANGE.	
Randolph place, w s, 221 ft e of Montrose av, 1 acre	1,400
ORANGE.	
Wallace st, s s, indefinite, 25x100	650
MONTCLAIR.	
Land adjoining J Jacobus', 188x682	7,500

OYSTER TROUBLES IN VIRGINIA.—The oyster troubles have commenced in the neighborhood of Tangier Sound, Va. The State constables are inadequate to the enforcement of the law and have therefore called upon General Canby, who has responded by ordering United States troops to the scene of the disturbances.