THE COURTS.

Jurisdiction of the United States Circuit Court—A Custom House Litigation—Alleged Smuggling—Verdict Against a Steamboat Company—Assault on Shipboard—Decisions—Business of the General Sessions.

UNITED STATES CIRCUIT COURT.

Jurisdiction of the Court to Renew a Judgment—Informers' Shares—Decision by Judge Woodruff.

William Wheaton, Plaintiff in Error, vs. The United States of America, Defendants in Error.—The power and jurisdiction of this court to review a judgment or decree of distribution among various claimants of the informer's share in a forfeiture after the condemnation and sale of the forfeited property, and that the claimants are in such sense parties to the proceeding that they may invoke, the exercise of that jurisdiction seems to me established. (His Honor cites several cases.) Whether the mode of review, in a case like the present, is by appeal or by writ, or writ of error, was not discussed on this motion. The distinction is not material to the principal question. On this subject see the United States vs. Meyer *et al.* (2 McLean, 155) and the United States vs. Nourse (6 Peters, 495). Motion denied.

Decision on a Custom House Case.

Before Judge Blatchford.

John W. Schulten vs. Augustus Schell.—In this case, the particulars of which have been fully reported, Judge Blatchford delivered the following

DECISION.

I think the plaintiffs are entitled to relief in respect of the particular matter pointed at in their motion—namely, that the adjustment was in fact made on the items of charges according to the reports of Isaac Ellis, appraiser, dated October 13, 1866, and of several subsequent dates, instead of having been made according to those reports, as modified by the Treasury instructions, dated May 21, 1868, being therefore in that regard a departure from the verdict and order of reference. A reference is ordered to the Collector to ascertain and report whether an adjustment made as to charges according to the verdict, anything, and, if so, how much, is due to the plaintiff beyond the amount awarded by the former report. Further action on the motion and all other questions is reserved until the coming in of such report.

UNITED STATES COMMISSIONERS' COURT.

Charge of Smuggling—Alleged Attack on a Revenue Officer.

Before Commissioner Shields.

The United States vs. John Talbot and William Collins.—The defendants are charged with having attempted to smuggle a quantity of goods into this port from the steamer Morro Castle, and obstructed a revenue officer in the discharge of his duty. The officer having perceived that the defendants were about carrying a box of goods from the vessel interfered to prevent them, whereupon the defendants flung the box overboard. The officer then attempted to get it out of the water, and while he was trying to do so the accused flung stones at him, so the officer alleges. The Commissioner will hold an examination into the case to-day.

SUPREME COURT—TRIAL TERM—PART 2.

Verdict Against a Steamboat Company.

Before Judge Van Brunt.

Howell Gano, Gazzoni Gano and Christopher T. Adams vs. The New Haven Steamboat Company.—In July, 1866, the plaintiffs shipped three cases of hardware by one of the defendants' boats, to be sent to Cincinnati. They alleged that through negligence of the company a portion of the goods were destroyed and a portion injured, and suit is brought to recover $400, the alleged damages. The defendants alleged safe delivery of the goods at their wharf in this city and notification of their arrival and delivery to the agent of the plaintiffs. A verdict for $337 28 was given for the plaintiffs.

The Viele Divorce Case.

Egbert L. Viele vs. Teresa Viele.—This case was reached on the calendar yesterday, and arrangements were made to proceed with the trial at half-past ten o'clock this morning. The trial will doubtless occupy several days.

SUPREME COURT—CHAMBERS.

Decisions.

By Judge Cardozo.

Daniel Parish vs. Albert B. Sherman et al.—Motion denied, without costs.

By Judge Brady.

William H. Fry vs. Robert Knockel et al.—Judgment foreclosed and sale ordered.

SUPERIOR COURT—SPECIAL TERM.

All About a Receivership.

Before Judge Monell.

William Gregory vs. Sarah Gregory and Cyrenus Bloodgood.—In November, 1868, an order was made appointing Thomas J. Barr receiver. A motion was afterwards made by receiver's counsel to amplify that order, which was granted. The defendants appealed from this order, and it was reversed at the General Term. Another action was then commenced against the plaintiff, and the same receiver was appointed. An appeal was made from this order and the same reversed. The receiver now claims the right to collect the rents under the original order, no appeal having been taken from that. A motion was made yesterday for an injunction restraining him from calling himself receiver and collecting the rents. It is claimed that about $30,000 has already been collected. The motion was denied.

Decisions.

By Judge Monell.

Robert Lennox vs. M. Cohen.—Order granted.

Robert J. Wright vs. Mark S. Stevens.—Reference ordered.

Eugene Kelly et al. vs. George V. Ferguson.—Order granted.

By Judge McCunn.

E. J. Farmer et al. vs. S. H. Knowland.—Reference ordered.

Henry J. Jordon vs. Rebecca Beck.—The acts complained of in the moving affidavits do not show a contempt of the court. The motion to punish must therefore be denied.

COURT OF COMMON PLEAS—SPECIAL TERM.

Decisions.

By Judge Larremore.

Dart vs. Walker et al.—Application of McKinney granted; that of Walker denied.

Hilda A. Lord vs. Charles Lord.—Decree of divorce granted to plaintiff.

Goulden vs. Goulden.—Order of reference granted.

Sixth National Bank vs. Crowley.—Motion granted.

Leitch vs. The Atlantic Mutual Insurance Company.—Same.

Zeltinger vs. Barendon.—Motion for leave to serve answer granted within ten days, judgment to stand as security upon payment, with ten dollars costs of motion, costs of term and disbursements. Levy set aside on payment of Sheriff's fees.

By Judge Joseph F. Daly.

Herrick vs. Reed.—Order settled.

MARINE COURT—PART 1.

Decisions.

By Judge Curtis.

Babbitt vs. Dermcolph.—Judgment for plaintiff.

Spellman vs. Chase.—Judgment for defendant.

Sewell vs. Harris.—Dismissed.

Gorham vs. Cobler.—Judgment for plaintiff.

Wier vs. Ripple.—Dismissed.

MARINE COURT—PART 3.

Alleged Assault on Shipboard.

Before Judge Gross.

Henry Mullengarden vs. Ah-so-mo, otherwise Charles Samuels.—This action is brought by the plaintiff, a seaman on board the brig "Harriet," against the defendant, a Chinaman, the cook and steward of the same vessel, to recover damages for two wounds which he received, as alleged, on the right arm from the defendant, inflicted with a carving knife.

The plaintiff's statement was that on the day laid in the complaint he went to the "cook's galley," while they were in the Thames river, to get some coffee, that the defendant picked up a "belaying pin" and proceeded to beat plaintiff with it until he, plaintiff, succeeded in wrenching it from him; that then defendant went into the "galley" and plaintiff stepped up to shove to the sliding door of the galley so as to prevent a repetition of the assault; that when the door was within about a foot of being closed defendant struck him across the arm twice with he carving knife, inflicting serious wounds. The defendant was closely examined by Mr. McMahon, plaintiff's counsel, through an interpreter, as to his religion and as to his knowledge of the nature of an oath, but was found to be, in the words of opposing counsel, a "Christian Chinee," having been brought up in the Christian religion in Hong Kong.

The defence was that the plaintiff beat him the night before the alleged assault (which plaintiff confessed) and on the morning in question came to the galley to get some coffee, which was against the captain's orders. The defendant told him he couldn't have it, whereupon he (plaintiff) seized a belaying pin, with which he assaulted defendant; that defendant was cutting meat at the time and held up the knife to prevent plaintiff's further assault on him, and in the melée the plaintiff must have unintentionally received the injuries of which he complained.

The case having been originally before Commissioner Shields, that official was summoned as a witness but did not go upon the stand.

Defendant's counsel addressed the Court in behalf of his client, saying that he, being a "Christian Chinese," should have justice in this Christian community.

The Court gave judgment for defendant for costs and twenty-five dollars allowance.

Decisions.

By Judge Gross.

Ball vs. Wood.—Judgment for plaintiff for $977 21 and costs; twenty-five dollars allowance.

Henry Muhlgarden vs. Ah. So. Mo., Otherwise Charles Samuel.—Trial by Court; judgment for plaintiff for costs and twenty-five dollars allowance.

Frank vs. Lindemann.—Trial by Court. Decision reserved.

William Lahos vs. Henry Baker.—Trial by Court. Decision reserved.

Spellman et al. vs. Durand.—Settled and so ordered.

COURT OF GENERAL SESSIONS.

Before Recorder Hackett.

The first case called by Assistant District Attorney Fellows yesterday was an indictment against Frederick Luthy, J. M. Lahr and Eugene Koehler, charged with gambling. Mr. Howe wished to put in a special plea, and succeeded in getting the trial postponed.

LARCENIES AND BURGLARIES.

John Leonard was tried and convicted of stealing $120 from Martin Andrews on the 4th of October, in a drinking saloon on Tenth avenue. The Recorder sent him to the State Prison for three years and six months. Leonard had formerly been in the employ of the Hudson River Railroad Company.

William Hill, who on the 17th ult. stole a horse and wagon worth $400, belonging to Dr. Peizold, pleaded guilty to an attempt at grand larceny, and was sent to the State Prison for two years and six months.

Edward Driscoll and John Clarke, who pleaded guilty to burglary in the third degree last week, were each sent to the State Prison for three years and six months.

Mary O'Neil, who stole a silver watch from Daniel Agnew, was convicted of petty larceny and sent to the Penitentiary for six months.

Michael Powers, a youth, was convicted of petty larceny from the person in stealing a watch from Francis Eagan on the 5th instant. The testimony was very strong against him, but he had the audacity to go upon the stand and swear that he was innocent. His honor said that Powers having perjured himself would be punished severely. He was sent to the Penitentiary for four years.

James Goggins was jointly indicted with Powers, and in consideration of his pleading guilty the Court was lenient, the sentence being two years in the Penitentiary.

Adolph Lendoner (against whom were two complaints) pleaded guilty to petty larceny, in stealing thirty-six dollars worth of pocketknives from Robert Fredericks. He was sent to the Penitentiary for six months.

A FEMALE SHOPLIFTER SENT TO SING SING.

Lizzie Sanders (against whom there were three charges of larceny) pleaded guilty to an indictment which alleged that on the 2d inst. she stole a lace shawl from the store of George Bradbury, 312 Bowery.

Mr. Fellows informed the Recorder that the woman was a professional shoplifter, and his Honor imposed the highest penalty, which was imprisonment in the State Prison for five years.

THE TOMBS POLICE COURT.

Recovery of a Check—Attempted Rescue of a Prisoner—The Park Bank Robbery—A Blackmailing Police Officer.

Before Judge Hogan.

The court calender contained ninety cases yesterday. After a number of minor complaints had been disposed of a young man named Frank Linton was brought up. He was arrested by officer Hogan, of the Third precinct, for committing an assault upon a woman while making an attempt

TO PICK HER POCKET.

The officer searched him when he was brought to the station house and found upon his person a check drawn on the Ninth National Bank by Peake, Opdycke & Co., to the order of Frisbee, Roberts & Co., for $182 32; a promissory note drawn to the order of Frisbee, Roberts & Co. by J. Carpenter for the sum of $2,584 52. W. H. Kingsley, No. 46 Murray street, charged that these two notes, representing $2,767 34, had been stolen from his premises on the 16th of the present month. The prisoner said in reply that

HE HAD PICKED UP

both papers on Broadway, nearly opposite A. T. Stewart's, a short time before he was arrested. He was held in $2,500 bail.

A DISTINGUISHED LOOKING INDIVIDUAL,

with long, flowing beard, thin, pinched cheeks and enormous nose, was presented to the attention of his Honor, under complaint of having gone into the office of Beers & Edwards, 38 Broad street, and offering for sale a bond of the denomination of $1,000. Mr. Beers noticed something wrong with the instrument, and asked the man where he came from. He replied that he had been sent there by Turner Brothers, who had informed him that Beers & Co. would negotiate the bond. Mr. Beers, being somewhat suspicious of the number, sent the bond over to the Comptroller's, and it was there discovered that the number had been tampered with. As the number the bond bore on its face was the denomination of a $5,000 bond detective Doyle, of the First precinct, was sent for, and the prisoner gave his name as Dr. John Leon. The bond afterwards turned out to be

THE MISSING ONE

of the five stolen from the Park Bank of Brooklyn, the other four having been recovered. The president of the bank not having come into court yesterday the prisoner was remanded.

On the corner of Washington and Liberty streets August Alexander luxuriates in a grog shop. August got drunk on Friday and was incontinently locked up. Not liking the situation Alexander

BESOUGHT THE CLEMENCY OF THE COURT,

but justice was inflexible, as the case was an aggravated one. In a moment of ecstacy the burly form of officer Jacob King broke upon the line of the horizon, and the benighted Alexander entered into a little arrangement with the officer that he should procure his deliverance and at the same time permit himself to be prevailed upon to receive a little *douceur* for his trouble and influence in the shape of a ten dollar bill. King, it is stated, at first protested, and then yielding a little suggested the intermediation of a friend. One happening to be ready at hand, the soft-hearted King allowed himself to be influenced by the powerful rhetoric of Alexander, and took the ten dollars as a preliminary step. King then set out upon his way to make an effort to get the liberal Alexander

OUT OF THE SCRAPE;

but instead of going up to the desk and paying the fine in the regular way, Mr. King magnanimously thought he would try the sympathetic and influential keys, and, if possible, save the offending Alexander from the penalty of the court. While the officer was manœuvring, however, Alexander's barkeeper walked into court, payed the fine and liberated his master. When the latter regained his liberty he discovered that he had paid two fines. He made a tremendous noise at the prison gate about it, shouting out that he had been robbed. Mr. Long,

ONE OF THE KEEPERS

of the City Prison, came and asked the cause of the disturbance. Alexander told him, and Long took him back into the prison to see if he could point out the man. He did so immediately, and then went into court and made a sworn statement, upon which King was arrested. Mr. Stacom, the Warden of the City Prison, heard of the affair soon after, and consulted Recorder Hackett and Justice Hogan as to the course to be taken. Both gentlemen were highly indignant at such a monstrous proceeding. The Recorder said if such an offence could be proven before him there was nothing for which he would sooner

SEND A MAN TO STATE PRISON,

and Judge Hogan added that he would not allow such things to go on if they came to his knowledge, and no influence should save a man proved guilty of such an offence. Bail was offered to any amount for the release of the officer, but it was peremptorily denied.

COURT CALENDARS—THIS DAY.

SUPREME COURT—GENERAL TERM.—Nos. 70, 72, 192, 193, 194, 12, 198, 199, 200, 201, 202, 203, 204, 114, 205, 206, 207, 208, 209, 210, 211, 214, 215, 216, 217.

SUPREME COURT—SPECIAL TERM.—Held by Judge Sutherland.—Case on.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Brady.—Nos. 251, 191, 235, 337, 171, 383, 455, 457, 463, 13, 37½, 271, 377, 385, 49, 211, 25, 45, 401, 1905. Part 2—Held by Judge Van Brunt.—No. 1336.

SUPREME COURT—CHAMBERS—Held by Judge Barnard.—Nos. 6, 9, 52, 53, 72, 86, 99, 132. Held by Judge Ingraham—Nos. 113, 1119. Held by Judge Cardozo—No. 123.

SUPERIOR COURT.—TRIAL TERM.—PART I.—Held by Judge Spencer. Nos. 1183, 809, 887, 1007, 741, 725, 369, 1085, 1091, 1155, 243, 881, 935, 899, 665, 785, 877, 1015, 843, 563, 753. PART II.—Held by Judge Barbour. Nos. 12, 104, 588, 854, 896, 608, 658, 762, 1466, 806, 812, 218, 738, 60, 850.

COMMON PLEAS.—TRIAL TERM.—Part 1—Held by Judge Daly.—Nos. 889, 512, 524, 730, 961, 1405, 253, 432, 345, 97, 393, 513, 843, 906, 933 224, 30, 322, 473, 697, 673, 866, 944, 475, 229, 115½, 922, 923, 327, 241, 68, 193, 772, 825, 427, 737, 846, 761, 151, 778, 548. PART II, Held by Judge Daly. Nos. 72, 61, 917, 853, 865, 915, 946, 947, 644, 645, 974, 89¼, 770, 607, 351, 771, 769, 959, 787.

MARINE COURT TRIAL TERM.—Part 1. Held by Judge Curtis—Clarke vs. Parker.—Nos. 6161, 6685½, 5027, 5902, 6057, 6026, 6790, 5421, 5953, 5937, 6109, 6114, 6580, 6791, 6794. Koebler vs. Cuff; 6174. Part 2. Held by Judge Alker. Nos. 5761, 6044, 5819, 5871, 5915, 5942, 5945, 5957, 5976, 5990, 5998, 6016, 6123, 6151, 6176. Part 3. Held by Judge Gross—J. Miles vs. Smith, Henderson vs. Sherwood, Waterbury vs. Merrifield.

BROOKLYN COURTS.

SUPREME COURT—SPECIAL TERM.

Erie Railroad Troubles—Sheriffs After Their Fees.

Before Judge Gilbert.

Camden C. Dike, a well known resident of Brooklyn, got a verdict of $35,000 against the Erie Railroad Company for injuries received at the Carr's Rock disaster. The judgment was sustained by the Court of Appeals, and, in pursuance thereof, a number of the locomotives, cars, &c., of the company were seized. The company appealed to the United States Supreme Court, filing a bond for the amount of the judgment and claiming that the bond invalidated the execution; therefore the property should be released. The Sheriffs of Erie, Tioga and other counties refused to release the property until their fees had been paid.

The company applied for a writ of supersedeas to set aside the proceedings taken under the execution.

The company claimed they had a right to ask for it, having filed bonds for the amount of the judgment, together with costs, in case the decision of the United States Supreme Court should be against them, and also alleging that the property attached and in the custody of the Sheriffs amounted in value to nearly one million of dollars.

In Erie county they state that locomotives, passenger coaches and other property, worth $351,000, has been seized, and in Orange county the total value of the property seized is said to be $191,000.

The case came up yesterday on the argument as to which party should pay the Sheriff's fees. Judge Gilbert reserved his decision.

BROOKLYN COURT CALENDAR.

CITY COURT—Parts 1 and 2—Before Judges McCue and Neilson.—Nos. 186, 25, 27, 28, 29, 40, 54, 82, 89, 94, 108, 113, 130, 131, 138, 139, 141, 145, 156, 184, 192, 218, 116, 73. Special Term—Before Judge Thompson.

THE ERIE RAILWAY WAR.

Manner of Electing Directors and Officers of the Erie Company Explained.

FISK ON THE SITUATION.

In the suit of John Benjamin Heath and others vs. Jay Gould, James Fisk, Jr., and F. A. Lane, impleaded with the Erie Railway Company, each of the defendants has filed in the United States Circuit Court a separate answer, one answer being substantially the same as the other.

FISK'S ANSWER.

The main points of Fisk's answer are subjoined:—

James Fisk, Jr., says that none of the defendants at any time effected their election, or the election of any other person or persons for the office of director or officer of the Erie Railway Company by any illegitimate or improper means. He declares that although he did obtain part of the votes which were cast for him at the election of directors in October, 1867, by the purchase of proxies for voting, and by purchasing or inducing his friends to purchase shares of stock in the Erie Railway Company which were registered in the name of this defendant or of his friends before the closing of the transfer books, preparatory to the election, the certificates of which stock were in part sold by him shortly afterwards, and after the transfer books had closed, yet a large part of the stock, by votes upon which the defendants, Lane and Gould, were elected, was held and owned continuously by the persons who voted in person or by proxies for the said three defendants, and the certificates thereof were not parted with by such persons until a long time after the election, and such persons were, in every sense, *bona fide* holders and owners of the stock so voted upon. At the election in October, 1867, there were only two serial tickets for directors voted for; and the purchase of proxies, the registering of stock in the names of parties intending to vote a particular ticket at such election, who immediately parted with the certificates issued to them, and all the other acts, proceedings and methods charged in the bill of complaint to have been resorted to by the individual defendants in this action for the purpose of controlling the election, were resorted to in an equal degree by the persons who were candidates for election upon the rival ticket and by its supporters, and such methods had been constantly resorted to for many years by persons desirous of securing or retaining the control of the Erie Railway Company and of other large corporations, without objection or complaint on the part of any person, and such proceedings, so far as the Erie Railway Company was concerned, were taken and allowed under the advice of counsel, and upon the occasion of a former election of directors of the Erie Railway Company the officers of that company obtained an opinion in writing to the effect that the charter of the company authorized and empowered every person in whose name stock of such company stood upon the transfer books thirty days prior to an election to vote for directors at such election, notwithstanding such persons might have sold and parted with the certificates of stock before the election took place.

The opinion here alluded to is that of Messrs. Evarts and Southmayd, and is in the following terms:—

With reference to the coming election of directors of the Erie Railway Company an opinion is asked upon the question whether one in whose name stock stands upon the books can be deprived of his vote upon it by his production to the inspectors of evidence that, since the closing of the transfer books, he has sold the stock and delivered to the purchaser his certificate, with an irrevocable power to transfer the stock according to the usage in such cases.

A general provision of the Revised Statutes, which is applicable to the election of this corporation, enacts (1 R. S., 603 4, section 6) that in all cases where the right of voting upon any share or shares of the stock of any incorporated company of this state shall be questioned it shall be the duty of the inspectors of the election to require the transfer book of said company as evidence of stock held in the said company, and all such shares as may appear standing thereon in the name of any person or persons shall be voted on by such person or persons directly by themselves, or by proxy, subject to the provisions of the act of incorporation.

The delivery to the purchaser of the stock certificate, with a power of attorney to transfer, confers upon him merely an equitable title. Until the transfer is made upon the books the legal title to the stock remains in the vendor, in whose name it stands. It may, perhaps, be well enough said that he holds the legal title in trust for the equitable owner. The law is well settled that in admitting shareholders to the right of voting the corporation is to have regard to the legal title to the stock and not to the equitable title, and that when one holds stock in trust for another the right of voting is in the trustee. (Matter of Barker, 19 Wend., 509; Matter of Mohawk and Hud. R. R. R. Co., 19 Wend., 135, 145, 146, 147.) But the precise question we have to consider was distinctly presented to and passed upon by the Supreme Court of this State in the case of The People vs. Tibbetts, 4 Cowen, 258, where it was held, under regulations of the right of voting not essentially variant with the present case so far as respects this question, that the person in whose name the stock stood at the time of closing the books had the legal right to vote upon it notwithstanding a subsequent sale of it by him, and an unregistered transfer; and that a by-law which had been passed by the corporation authorizing the inspectors to inquire whether such sales had taken place, and in case of their appearing, to reject the vote of the vendor in whose name the stock stood upon the books, was absolutely void. This decision was pronounced after very elaborate argument of the question by distinguished counsel. It has never been overruled, nor, so far as we can discover after careful examination, has it ever been questioned. And the subsequent cases lay down the general doctrine that the inspectors are not to inquire beyond the transfer book, and that any private agreement or understanding between the individual holding the legal title to the stock in due form and others is a matter between themselves with which the corporation have no concern. (Matter of Long Island Railroad Company, 19 Wend., 37. Opinion of Cowen, J., page 44).

We are therefore of the opinion that the right of voting upon stock situated as stated in the question, is legally vested in the person in whose name it stands upon the books, and, of course, that the production to the inspectors of the evidence that he has sold it, and delivered to the purchaser the certificate with an irrevocable power of transfer, will give them no authority to reject his vote upon it.

WILLIAM M. EVARTS.
CHARLES F. SOUTHMAYD.

NEW YORK, SEPT. —, 1868.

The contract or arrangement between the Narragansett Steamship Company and the Erie Railway Company is referred to at considerable length. That contract was for a through connection with the Narragansett Company for passengers and freight, and by this agreement Erie guaranteed certain bonds issued by the Narragansett Company to the extent of $800,000, in consideration of the advantages to be derived by the former from the through connection named. The answer, which is very long, goes into a history of the Erie affairs, nearly all of which has been repeatedly published in the State court and other litigation.

THE HEATH AND RAPHAEL STOCK.

The following passage in the answer is in reference to the Heath and Raphael stock, which has now become famous in the annals of law:—

And this defendant denies that any such amount of stock of the Erie Railway Company as is represented in the bill of complaint, at folio 226, is held in Great Britain or in Europe, and he denies that the holders of any large amount of stock owned in Great Britain or elsewhere have decided to have their stock transferred from the company's books to Robert A. Heath and Henry L. Raphael or either of them; but, on the contrary, he avers that the said Heath and Raphael, with two or more of the other complainants in this suit, entered into a conspiracy to obtain for themselves the sole and absolute control of the Erie Railway Company and its affairs, and that for this purpose, by falsely representing to numerous holders of certificates of stock in the said company that they desired to obtain the temporary possession of such certificates for the purpose of stamping them in such a manner as to identify them for the future, said Heath and Raphael and their confederates induced numerous holders of such certificates which were made out in the names of other parties, having signed a power of attorney on the back of such certificates for their transfer without filling in the name of the person or persons to whom such transfer should be made, to send such certificates for a limited time to the said Heath and Raphael, who, when they had obtained possession thereof, filled in their own names in the instrument of transfer without the authority or consent of the real owners of such certificates, or of the persons whose names were signed to such instruments of transfer, and then forwarded a large part of such certificates to the office of the Erie Railway Company and demanded the transfer thereof; but the officers of the company, having great doubt at the time whether the filling in of the names of the said Heath and Raphael, in the said instruments of transfer, was authorized and legal, did decline to make such transfer, and the said officers have since received numerous complaints from parties whose certificates of stock were thus altered and filled in, alleging that they never gave any authority for the filling in of the names of the said Heath and Raphael, or of any other persons, and assuring the said officers that all such proceedings were carried on without the sanction of the owners of such certificates and contrary to their wishes.

THE ERIE REFERENCE BEFORE THE MASTER.

Yesterday the Erie reference in regard to the Heath and Raphael stock, which is progressing before Mr. Kenneth G. White, the Master, was adjourned to this day, when, it is understood, Mr. John Swan, the English law agent of Heath and Raphael, will be examined.

COURT OF APPEALS CALENDAR.

ALBANY, N. Y., June 19, 1871.

The following is the Court of Appeals day calendar for June 20:—Nos. 309, 323, 327, 328, 330, 331 233, 331.

FINANCIAL AND COMMERCIAL.

WALL STREET,
MONDAY, June 19, 1871.

On 'Change to-day wheat was moderately active and lower. The cotton market was firm and a trifle higher.

FOREIGN EXCHANGE FIRM.

The foreign exchange brokers reported a fair amount of business. Sales were firm and closed as follows:—Sterling, sixty days, commercial, 109½ a 110; good to prime bankers', 110⅛ a 110¼; short sight, 110½ a 110¾; Antwerp, 5.22½ a 5.17½; Switzerland, 5.20 a 5.15; Hamburg, 35¾ a 36; Amsterdam, 40½ a 41; Frankfort, 40½ a 41; Bremen, 78⅛ a 79½; Prussian thalers, 71 a 71¾.

MONEY TWO TO FOUR PER CENT.

A rather better inquiry for money from the stock houses was perceptible, and lenders toward the close got four per cent for balances, the earlier business of the day having been done at three or four per cent on stocks and at two and three per cent on government collaterals. Prime commercial paper was still quoted 4½ a 6 per cent discount.

GOLD DULL—112¾ A 112⅝.

During the forenoon there was a moderate business in the Gold Room and the price advanced from 112⅜ to 112¾. Later in the day this improvement was lost and the market became very dull. The fluctuations of the day are shown in the table:—

10 A. M.	112⅜	2 P. M.	112¾
11 A. M.	112½	3 P. M.	112½
11:15 A. M.	112⅝	4 P. M.	112¾
12 M.	112⅜	5:30 P. M.	112⅞ a 112½
1 P. M.	112½		

In the gold loan market the rates ranged from 3 per cent for carrying to flat for borrowing. The operations of the Gold Exchange Bank were as follows:—

Gold cleared	$18,295,000
Gold balances	756,958
Currency balances	853,667

The specie engagement for to-morrow is reported to be $300,000.

GOVERNMENTS STEADY AND FIRM.

The government list was firm, steady and dull. The closing street quotations were as follows:—United States currency sixes, 115¼ a 115½; do. do., 1881, registered, 114¼ a 114⅝; do. do., coupon, 117⅝ a 117¾; do. five-twenties, registered, May and November, 112¼ a 112⅜; do. do., 1862, coupon, do., 112¼ a 112⅜; do. do., 1864, do. do., 112¼ a 112⅜; do. do., 1865, do. do., 112¼ a 112⅜; do. do., registered, January and July, 111⅛ a 111⅜; do. do., 1865, coupon, do., 114⅝ a 114¾; do. do., 1867, do. do., 114⅝ a 114¾; do. do., 1868, do. do., 114¾ a 115; do. ten-forties, registered, 110⅞ a 110¾; do. do., coupon, 110⅞ a 110¾.

THE NEW LOAN.

The additional subscriptions to the new loan to-day were $104,000, making the total subscriptions and conversions to date $66,851,651.

The following were the United States Treasury balances at close of business this afternoon:—Currency, $4,891,000; coin, $89,213,000. The outstanding coin certificates amount to $16,265,000.

SOUTHERN SECURITIES DULL.

The Southern list was quite dull. The Tennessees opened steady, but fell off a fraction at the last board. The North Carolina special tax bonds were in demand at higher prices. The market closed quiet with the following street prices:—Tennessee, ex coupon, 72⅞ a 73; do. new, 72⅞ a 73; Virginias, ex coupon, 67½ a 68; do., new, 73 a 73½; do., registered stock, old, 55 a 55½; Georgia sixes, 87 a 89; do. sevens, 92½ a 93½; North Carolina, ex coupon, 47 a 47½; do. funding, 1868, 36 a 37; do. do., 1868, 31 a 33; do. new, 27 a 27½; do. special tax, 20½ a 21; Missouri sixes, 95½ a 96½; do. Hannibal and St. Joseph, 96 a 96½; Louisiana sixes, 69 a 70; do. new, 63½ a 65; do. levee sixes, 70 a 73; do. eights, 85 a 89; do. Penitentiary sevens, 69 a 70; do. Railroad eights, 75 a 78; Alabama fives, 73 a 75; do. eights, 102 a 103½; do. Railroad eights, 95 a 100; South Carolina sixes, 79 a 80; do. new, January and July, 62⅞ a 63; do. do., April and October, 61 a 61½; Arkansas sixes, 56 a 60; do. sevens, 55 a 60.

STOCKS STRONG AND MORE ACTIVE.

The stock market was strong and rather more active, in sympathy with an advance and heavy dealings in Rock Island and Lake Shore, which were taken in hand afresh by their cliques with a view to exorcising the fatal inactivity into which the Stock Exchange is settling. The cliques had the market to themselves—in fact, of the orders executed during the day not one in ten came from outside the cliques. Rock Island was advanced to 124¾ in the Long Room by dint of hard labor. Afterward advantage was taken of the usual thin market on the sidewalk late in the evening to put the price to 125¼, which was done by the purchase of a few hundred shares. The desperation of the cliques will doubtless lead to some wild manœuvres to get rid of their stock, but the public are doing nothing, and, knowing the situation, will not be likely to do anything to help them, out of their difficulties. The cliques buy stocks to sell, not to keep. They have been loading up all winter and spring in expectation of finding a ready market at high prices in summer. But the public have learned to speculate—or, at least, they know enough not to buy when the cliques wish to sell. Should the public turn the tables on the cliques it will not be the first time that professionals have been losers at their own game. The other day, at Jerome Park, all the favorites were beaten and the professional turfites were heavy losers. During the Saratoga races of 1865 the fact went on record that the amateur sportsmen, the "greenhorns," were heavy winners, while the regular professional betters were enormous losers. During this famous race week an ex-member of Congress was reported to have lost over $60,000. There are doubtless some stocks on the list which are not dear, but certainly there are none that are cheap. The investor who is seeking a bargain will have to look elsewhere than in the active list of stocks, propped up as they now are by the cliques. In the miscellaneous shares Western Union Telegraph advanced to 60¾. The coal stocks were heavy, weak and lower. The question of the tax on the New York Central scrip dividend has been at length settled by a compromise. The Secretary of the Treasury agrees to exempt so much of the scrip dividend as represents earnings previous to the passage of the Internal Revenue law. The committee of arbitration, composed of an auditor representing the government and another representing the road, will make an examination of the accounts of the company to ascertain how much of the dividend should be credited to the period of time since the law went into force, thereby making it liable to the imposition of the tax. It is suggested that the Harlem Railroad Company should postpone their intended sale of 10,000 shares of stock to Friday next, in order that the brokers, who are so largely interested in yachting matters, may have ample opportunity to witness the regatta on Thursday, which day is at present fixed for the sale of the Harlem shares.

HIGHEST AND LOWEST PRICES.

The following table shows the highest and lowest prices of the principal stocks during the day: —

	Highest.	*Lowest.*
New York Central consolidated	98¾	98⅝
New York Central scrip	93½	93
Erie	30¼	29¾
Reading	117⅝	117
Lake Shore	115¼	114¾
Wabash	62¼	61⅝
Pittsburg	120	119¾
Northwestern	78⅛	77¼
Northwestern preferred	92½	92
Rock Island	125¼	123¾
St. Paul	61¼	61
St. Paul preferred	80¼	79⅝
Ohio and Mississippi	47½	46¾
Union Pacific	30½	29¾
Hannibal and St. Joseph	90	88½
Hannibal and St. Joseph preferred	91⅛	90
Western Union Telegraph	60¾	59⅝
Pacific Mail	43¼	42⅞

THE SPECIE MOVEMENT.

The imports of specie during last week and since the beginning of the year have been as follows:—

Total for the week	$113,427
Previously reported	3,049,794
Total since January 1, 1871	$3,163,221
Same time 1870	7,016,220
Same time 1869	8,904,140
Same time 1868	3,754,046
Same time 1867	1,554,989

COMPARISON OF THE IMPORTS.

The following shows the foreign imports at New York for the week ending June 17 and since the beginning of the year:—

	1869.	1870.	1871.
Dry goods	$1,140,426	$1,368,406	$1,698,459
General mdse	4,479,424	3,417,095	6,724,871
Total for week	$5,625,850	$4,785,471	$8,423,330
Prev. reported	140,338,004	130,402,543	170,425,789
Since Jan. 1	$145,963,004	$135,188,014	$178,849,129

SALES AT THE NEW YORK STOCK EXCHANGE.

Monday, June 19—10:15 A. M.

$2000 US 6's, '81, r	114¼	100 shs Spring M Coal	8⅝
10000 US 6's, '81, c	117⅝	600 Con Coal of Md	53
70000 US 5-20, c, '65	112¼	500 do b c	53
2000 US 5's, 10-40, c	110⅞	100 do	53½
3000 Va 6's, old	68	20 West Union Tel	59¾
9000 N Car 6's, old	47¼	500 do b c	59¾
3000 N C Fund act, '68	23	1600 do	59⅞
10000 N C 6's, sp tax	20¼	10 Penn Coal Co	223
1000 do	20⅝	100 Quicksilver M Co pf	21
10000 do	20⅞	100 Mariposa Min pf	7¼
20000 SC 6's, n, Jan&July	63	20 Am Mer Un Exp	54⅞
2000 do	62⅞	100 do	55¼
4000 do	62⅞	200 Adams Ex	51
6000 Missouri 6's	96¼	200 Erie RR	29¼
5000 La 6's, P b	70	400 do b c	29¼
5000 Brooklyn 6's, w i	96	500 do	30
1000 N Y Cen 6's, '83	99	200 Harlem RR	135⅞
9000 Erie 1st m	100¼	200 do	136
1000 Erie 4th m	89¼	200 do b c	129¼
17000 Long Dock bds	80½	200 Reading RR	117¼
10000 do b60	90¾	600 L S & M S RR	114⅞
1000 Harlem 1st m	109½	500 do b3	114⅞
5000 Cen Pac gld bds	109½	12 do	115⅞
10000 do	109¾	900 do b c	114⅞
6000 Un Pac RR 1st m	94⅞	200 do	114⅞
5000 U Pac 7s 1 g b	86¼	100 Un Pac RR	30¼
10000 do	85¼	100 Mich Cen RR	126
2000 Alt&Ter H 2d pf	86¾	200 Chic & N W RR	77⅞
5000 Gal & Chic 2d m	97¼	100 do b c	77⅞
1000 do	97	400 do b3	78
1000 Chic & NW s f b	100	300 do	78
1000 HaSt J 8's, c b	104	200 Chi & N W pf b c	92⅝
1000 T W 1st, S f d	89¾	5 C, C & I rd RR	80¼
3000 Alt & Terre H inc	78	160 Chic & R I RR	123¼
1000 M & S P 7 3-10 con	98¼	300 Mil & St Paul	61
8000 C, C & I C 1st mtg	87⅞	500 do	61⅛
10000 Ohio & Miss 2d, n	84	100 do b c	61⅛
5000 M