THE COURTS.

UNITED STATES CIRCUIT COURT.

Criminal Proceedings—The Taintor Atlantic Bank Defalcation—The Callender Ocean National Bank Indictment—The Law of Copyright—Shipping Fireworks.

OYER AND TERMINER.

Dr. Brown Sentenced to Sing Sing for Ten Years—Burglars Disposed Of.

Judge Benedict yesterday decided, in the United States Circuit Court, that the indictment which has been found against F. L. Taintor for embezzling $400,000, the property of the Atlantic National Bank, is specific enough, and he therefore denied the motion to quash it which had been made a few days since by defendant's counsel. No day has yet been fixed upon for the trial.

Yesterday, in the case of Patrick McArdle and —— O'Brien, who had been charged with obstructing and impeding keepers for an assignee in bankruptcy placed in charge of premises 428 First avenue, Commissioner Osborn discharged the defendants, on the ground that there was not sufficient evidence to support the charge of resistance by violence or by attempted violence, and that the evidence would not justify him in sending the case to the Grand Jury.

The case of the United States vs. Patrick Powers, boatswain of the steamer Ontario, who is charged with assaulting one of the sailors, Frank Silva, was continued yesterday before Commissioner Shields. The prosecution closed, and there was an adjournment to enable the defendant to put in his defence.

The civil jury calendar will be called in the United States Circuit Court on Friday next, at eleven o'clock, by Judge Smalley. The jurors summoned to try the cases on that calendar were yesterday discharged until that time.

Judge Ward Hunt, one of the Associate Judges of the Supreme Court of the United States, paid a visit to Judge Benedict yesterday while the latter was presiding in the United States Circuit Court.

The case of Louis Zellner, alias Dr. Cruse, who is charged with mailing an obscene article, was taken off the calendar yesterday in the United States Circuit Court, the defendant not being in a proper mental condition to be tried. By consent of counsel on both sides, the case of Leander Foy, indicted for mailing obscene literature, went over to the next term.

Yesterday, in the case of Osgood & Co. vs. Luyster, which was an application in the United States Circuit Court for an injunction to restrain the defendant, who is a publisher in this city, from selling editions of Brett Harte's works, printed in and imported from England—the plaintiffs having a copyright for the works in question in this country—Judge Blatchford granted the injunction sought for.

The trial of William M. Tweed, which was set down for to-day in the Court of Oyer and Terminer, has been postponed till to-morrow, so as to allow the putting in of a special plea. Meantime it is rumored that every possible effort will be made by Mr. Tweed's counsel to prevent his trial before Judge Davis, at present holding the Court of Oyer and Terminer, on account of the latter, as alleged, being strongly prejudiced against Mr. Tweed. There is also another rumor afloat to the effect that the District Attorney has caused a rigid investigation to be made of all the jurors summoned on the panel for the Tweed trial.

The writ of habeas corpus in the case of George Francis Train was formally dismissed yesterday by Judge Fancher at Supreme Court, Chambers. To-morrow will be heard the argument upon the application for a writ de lunatico inquirendo.

Yesterday in the United States Circuit Court, on the motion of Colonel B. F. Willis, Mr. B. M. Funkhauser was admitted to practice. Mr. Sherburne Blake Eaton was also admitted.

FRANCIS L. TAINTOR.

The Atlantic National Bank Defalcation—The Indictment Against Taintor Postponed.

In the United States Circuit Court, yesterday, Judge Benedict said that in the case of F. L. Taintor a motion had been made to quash the indictment. He had carefully examined the briefs of counsel. In this class of offences in England it was permitted by statutory enactment to find an indictment in which the precise sum taken was not averred, or the purpose for which it was taken. The hardship of such an indictment was instigated by the action of the Court in giving the defendant a bill of particulars. Offences of this character in England were for the most part felonies, but in this country, by statutes of the United States, they were made misdemeanors. The indictment in question should, therefore, be judged by the rules applying to statutory misdemeanor. One of those rules applied to statutory offences was that it was generally sufficient to describe the offence in the words of the statute. It was said by the Supreme Court of the United States that one general rule was to ascertain the language of the indictment, and that every class of cases were to be decided by their own peculiar circumstances. By following the words of the statute little information was conveyed to the defendant, but the hardship of that rule was mitigated by giving a bill of particulars, as in this case. A bill of particulars was moved for by the defendant, and the Court granted it. This left the motion to quash without any foundation unless it were shown that the indictment was, in other respects, defective. To the first count the objection was that the indictment did not show that the Atlantic Bank was not authorized to do business as a national banking association; that when ready to do business they should make application to the Comptroller of the Currency, if their capital was paid in, for authority to commence business. It was contended that there was no such authorization alleged in the indictment, and that, therefore, the indictment was bad. But if the statute was examined it would be found that they might do business before being authorized by the Comptroller of the Currency, being protected by the statute, though not authorized by the Comptroller. His opinion, therefore, was that, in an indictment for embezzlement, the offence might be committed before the Comptroller of the Currency authorized the bank to commence business. His conclusion was that, on this point, the indictment was not defective. It was contended that the second count was bad because it did not charge that the acts done by the defendant were done by him in his capacity as cashier of the bank. It was not made necessary by the statute that the acts done should be done by him in his capacity as cashier. Any abstraction of money from the bank, no matter in what capacity he was acting therein, was a sufficient allegation in the indictment; and, therefore, the objection must fail. The third objection was that there was no specification when or where the money was embezzled, or of the facts constituting the embezzlement. It was clear that it was not necessary to set out the facts constituting the embezzlement. That was a matter of proof. The offence was committed when any money of the bank anywhere was embezzled by any of the officers of the bank. It was not necessary to give a particular description of the money. If so, the offence could seldom be proved. It was sufficient to say money; that was, that was made money by the laws of the United States. It was not necessary to set out where or when the money was abstracted. It was sufficient to follow the words of the statute. For these and other reasons the learned Judge denied the motion to quash, and held that the indictment was good.

Mr. John E. Borst, jr., of counsel for defendant, moved to fix a day for the trial. He read several affidavits, including those of Mr. John Sherwood, Mr. R. S. Emmett, Mr. John Fowler and Mr. Lewis, to the effect that the prisoner was not, at present, in a mental or physical condition to give his counsel necessary and proper instructions for his defence. The defendant states that it is necessary for him to examine books in reference to the various allegations contained in the indictment. He had been obliged to make explanations to the receiver of the bank and had long interviews with him; he had given him some information and had shown no unwillingness to give such information as would be of interest to the parties represented by the receiver. He did not think he should be called upon immediately to go to trial as there had been a great strain upon his mental and physical strength since his imprisonment, owing to the repeated calls upon him by the examiner and other persons in regard to matters connected with the transactions in question. The defendant had made no application for bail.

The Judge—Will he?

Mr. Burrill—He will not, so far as I know. We ask for a little delay to enable this defendant properly to prepare his defence. We do not mean to set up a plea of insanity or anything of that kind.

Mr. Bliss, United States District Attorney, read counter affidavits to the effect that the defendant was perfectly well able to prepare for his trial; that it was scarcely, if at all, necessary to refer to the books of the bank; that the entries in the books would be confined to the time of the embezzlement—to the time shown in the bill of particulars; that the prisoner had authority to make demand loans on securities; that he issued special loan checks at various dates to brokers through whom he speculated; that the checks were deposited in some other bank, and came back to the Atlantic Bank through the Clearing House; and that the entries in regard to these transactions were confined to the period of a single hour. The affidavits further stated that the defendant had made admissions to parties that he had embezzled from the bank $400,000. The Receiver stated that he had conversed with Taintor in regard to the assets of the bank; that he fully went into the matter, selecting what assets were good and what assets were bad; that defendant was fully in a condition to be tried, and that, though he was nervous, he appeared to be very clear-headed. It was also stated in the affidavits that the defendant admitted having used up the assets of the bank in speculation.

Dr. Michael E. Hogan, who professionally attends United States prisoners confined in the prison of Ludlow street, was called to the stand by the District Attorney. The doctor testified that, at the request of the District Attorney, addressed to him in writing, he had made an examination into the mental and physical condition of Taintor; he saw him on Saturday afternoon, and sat with him an hour; he considered his mental and physical condition good; his memory was good; he talked intelligently; he found his general intelligence remarkably clear; he spoke of this case with him; he said he wanted access to the books, saying there were a good many things his mind could not go back over without seeing the books.

Mr. Bliss said he was anxious to try the prisoner at this term of the Court, which would end on the 10th of June.

Mr. Burrill observed that the District Attorney appeared to be trying to create some capital for himself—some influence outside—by pressing on this case. Mr. Richard S. Emmett, who was second to no lawyer who practised in this Court, and had seen Taintor in relation to clients of his own, had sworn that he did not believe he was in a proper mental or physical condition to give counsel instructions for his trial, and the opinion of that gentleman in this matter ought to be taken in preference to that of a medical man who merely stated his professional judgment. The doctor did not understand what was necessary in the preparation of defence in a case of this kind. Three weeks would not be too long to prepare for a trial of this description. The prisoner had made no effort to get bail, and did not intend to get bail so far as he (Mr. Burrill) knew.

Mr. Sherwood, of counsel for prisoner—He has not made the slightest suggestion to get bail.

Mr. Bliss said, with regard to the remark that this was an attempt on his part to create outside pressure and prejudice the case against the prisoner, he would reply that this was an effort by counsel to postpone the trial in the hope that, in some manner, the prisoner may go the same way with other prisoners who had gobbled up the funds of banks and had never been punished. As far as he could he (Mr. Bliss) was determined to prevent that.

Judge Benedict said that it would be impossible to put the case down for any day nearer than Monday next. He would take the papers and the affidavits and look into the matter, and if, before Monday, he decided on any other day he would announce the fact to counsel.

THE OCEAN NATIONAL BANK.

The Case of Charles Callender—Absence of a Material Witness—Trial Postponed.

The defendant Callender stands indicted in the United States Circuit Court for receiving a bribe from the Ocean National Bank of this city, while he was, as Bank Examiner, investigating into the affairs of that establishment. When the case was called yesterday Mr. Joseph Bell, counsel for Callender, said he was in the same position as when the matter was last mentioned to the Court. Mr. D. Randolph Martin, an important witness for the defence, was on his way home from South America, but had not yet arrived. After some conversation between the Court and counsel it was agreed to mention the matter again on Monday, when the Court will require an affidavit from, or the attendance of some member of, Mr. Martin's family as to when he may be expected in town, so that a day can be fixed for the trial of the prisoner.

THE LAW OF COPYRIGHT.

Brett Harte's Works.

Not long since there was filed in the United States Circuit Court a complaint in the suit of James R. Osgood & Co., impleaded with Brett Harte vs. Albert L. Luyston and others, seeking for an injunction to restrain the defendants from selling various volumes of Brett Harte's works which they had imported into this city from England. The works in question had been copyrighted in this country by the plaintiffs, they having, as they alleged, paid Brett Harte large sums of money for the copyright. The defendants set up that they were not aware of this copyright, and that as soon as they became acquainted with the fact, which they did by the filing of the bill, they ceased the sale of the works in question. They also claim that before Mr. Harte took out the copyright alluded to he had published in many of the journals some of the reviews printed in the books imported from England, and had dedicated such articles to the public, which dedication precluded him from claiming a special ownership under the copyright. Authority was not cited in support of this position, and it was admitted to be novel. Counsel for plaintiff, W. Walker, argued that the doctrine of dedication was confined to patent law, and that therefore it did not apply to copyright.

Judge Blatchford held that the position taken by the defendant cannot be maintained, and ordered that an injunction issue as prayed for in the bill.

SHIPPING FIREWORKS.

Joseph B. Purdy was indicted yesterday in the United States Court before Judge Benedict for shipping a quantity of fireworks without stamping or branding upon the packing cases the name of the inflammable materials therein contained. Mr. A. H. Purdy prosecuted, and the defence was conducted by Mr. Peter Cook and Mr. Hill. The particulars of this case were fully reported in the HERALD when the charge was investigated before the United States Commissioner. The defence generally was that, at the time of the commission of the alleged offence, Mr. Purdy was not at his place of business when the order for the fireworks was executed, and that he was not aware of the law relating to the shipment of the articles in question. The trial lasted nearly the whole day, and at a late hour the jury had not rendered a verdict.

DOCTOR BROWN SENTENCED.

He is Sent to Sing Sing for Ten Years—Sentences of Other Offenders.

The only business transacted yesterday in the Court of Oyer and Terminer—Judge Davis on the bench—was passing sentence upon convicted prisoners and those pleading guilty.

First in order called up was Dr. E. M. Brown, convicted on Friday last of an assault with intent to kill and rob Sanford E. Murray, the collector of the New York Gas Company. In answer to the question if he had anything to say why sentence should not be passed upon him, he said that he could say nothing additional to what the facts of the case as explained in his evidence. After alluding to the enormity of his offence the Judge sentenced him to ten years in State Prison, which, he added, in consideration of his now being over sixty years old, was about equivalent to a life sentence.

PLEADS GUILTY.

Richard Connors pleaded guilty to snatching a pocketbook from the hands of a lady on Third avenue. It was stated that he had already been three years in the House of Refuge. The Judge sentenced him to three years in State Prison.

ATTEMPT AT BURGLARY.

Peter Fay and John McGowan, indicted for burglary, pleaded guilty to an attempt at burglary in the third degree, and were each sentenced to two years and six months in State Prison. William Watson, entering the same place, was sentenced for two years.

HIGHWAY ROBBERY.

Thomas Sproul pleaded guilty of highway robbery. He was sentenced to ten years in State Prison.

James McDonald, who on last St. Patrick's Day committed the assault upon Joseph Young in a lager beer saloon in the Seventeenth ward and was committed by Coroner Keenan to give $2,000 bail, was ordered to be committed without bail to await trial.

There being no cases ready for trial and no further business the Court adjourned till this morning.

BUSINESS IN THE OTHER COURTS.

SUPERIOR COURT—SPECIAL TERM.

Decisions.

By Judge Curtis.

Rogers vs. Wood.—Order granting motion.
Hulse vs. Fredenheil.—Motion for a receiver granted.
Trotter vs. Dixson.—Order of reference.
Burkhalter et al. vs. Simpson.—Motion granted to place cause on special calender.

COURT OF GENERAL SESSIONS.

Alleged Larceny of Books by a Literary Man—He is Promptly Acquitted by the Jury.

Before Judge Sutherland.

The entire day was consumed in trying an indictment against Theodore Johnson, who was jointly indicted with Thomas Castamagna, for the alleged stealing, on the 17th of April, of two books entitled "Wilkes' Gallery," valued at $30 each, the property of D. Appleton & Co., Broadway. It appeared from the testimony that the accused had been a translator for the Appletons, and that Castamagna (who is now deceased) was associated with him, carried his contributions to Appleton's and the newspapers for which he wrote and received payment for them. The main proof against Johnson was that of a witness named Victor Zeis, who testified that on the morning of the 18th of April, he met him and Castamagna in Bond street and noticed that he (Johnson) carried two large books similar to those alleged to have been stolen. A clerk in Carleton's swore that on that day Castamagna offered to sell the books for $7 50 each, stating that Johnson was his partner and was outside of the store, and that he had received them from Appleton's in payment for translations. The prosecution proved that Johnson was always paid in cash for his work. The accused, in his own behalf, explained to the jury the circumstances attending the meeting with Castamagna on the afternoon in question, to the effect that he had left some books at Carleton's, which he had received from Mr. Miller, the publisher of the New York *Guide*, for whom he had been canvassing, and he wished him (Johnson) to wait a few moments previous to going down town upon another business errand. The accused reluctantly consented, and while there was arrested. He protested that he knew nothing of the stealing of the books, and pronounced the statement of Zeis, as to meeting him in the morning, wholly false. Witnesses were sworn to show the excellent reputation which Johnson enjoyed for honesty, which resulted in the jury promptly rendering a verdict of "Not guilty."

BROOKLYN COURTS.

SUPREME COURT—SPECIAL TERM.

Matthew Stapleton Again.

Before Judge Pratt.

Matthew Stapleton, a driver for Dodd's Express Company, was committed to the Penitentiary for three months by Justice Walsh last week on the charge of being concerned in an affray at the Olympic Theatre. Counsellor Cooney yesterday obtained a writ of certiorari from Judge Pratt, for the purpose of having the proceedings which resulted in the prisoner's committal reviewed. He claimed that there was error, the testimony failing to show that there was any affray, in the legal meaning of the term.

The prisoner, Stapleton, has been in the Courts before. He was tried in the Court of Sessions a few months since on the charge of having killed a boy last 4th of July, near Boerum and State streets, but the jury acquitted him. He is about twenty-one years of age.

Yesterday's Decisions.

By Judge Pratt.

W. T. Klots vs. R. F. Kuehe.—Judgment for plaintiff on frivolous answer, &c.
J. Robt vs. D. Hoyt.—Reference to Mr. Stevens to compute amount and take proof, &c.
W. J. Oliver vs. Sharp Polishing Company.—Motion to set aside part of complaint denied. No costs.
J. Besson vs. E. Ligat.—Motion to vacate attachment denied.
People vs. Stapleton.—Certiorari allowed.
Mutual Benefit Savings Bank vs. J. Waters.—Stay continued.

CITY COURT—SPECIAL TERM.

The Repaving of Fourth Street.

Charles Wilson brought suit against the city to prevent the collection of the assessments for repaving a portion of Fourth street, Eastern District, and Corporation Counsel De Witt moved to dismiss the complaint as not stating a cause of action. The allegation was that the assessments are illegal, the Water Board, under whose direction the work was done, not having complied with the law applicable to such cases in failing to have the petition of a majority of the property owners.

Yesterday Judge Reynolds decided to dismiss the complaint, and in the course of a lengthy and elaborate opinion said:—It is provided by law that if in the proceedings relative to any assessments for local improvements in the City of Brooklyn, or in the proceedings to collect the same, any fraud or irregularity shall be alleged to have been committed, the party aggrieved may apply to a Judge of the Supreme Court at Special Term, upon notice to the Corporation Counsel, and such Judge shall proceed forthwith to hear the proofs and allegations of the parties. If upon such hearing it shall appear that the alleged fraud or irregularity has been committed, the assessment shall be vacated and the lien created thereby, or by any subsequent proceedings shall cease. (See Laws of 1858, chapter 338; Laws of 1862, chapter 63, section 43; Laws of 1871, chapter 483.) If the irregularity complained of in this case has been committed, I see not why the remedy is not plain, efficient and summary, under the statute, upon application to the Supreme Court, and therefore the necessity for interference, which is the ground of equitable jurisdiction, to review the action of the municipal authorities, does not exist. I think there is another fatal objection to the plaintiff's claim for relief, as now presented. The complaint in this case alleges no proceedings had by the Commissioners, or before them, as the foundations for an assessment, except the presentation of "a paper or papers purporting to be a petition, or consent, or application in writing," which paper or papers, it was claimed, was signed by a majority of owners of land on the portion of Fourth street designed to be paved; the presentation and filing of a remonstrance, signed by more than one-half of said owners before the award of a contract to the defendant, Trandy. It seems to me this entirely fails to show how any proceedings have as yet been taken to create any apparently valid lien by way of assessment upon the premises of plaintiff. For aught that is stated in the complaint, nothing may ever appear of record to show apparent jurisdiction or regularity for any lien the Board may attempt to impose. But it is essential to the relief prayed for that there should be proceedings regular upon their face, and throwing upon the plaintiff the burden of disproving the record. There must be apparent validity and total invalidity in fact, which can only be established by proof, and which must be so established by the plaintiff. The complaint in this action does not make such a case. (Section 14, N. Y. 541-2.) For the foregoing reasons I have come to the conclusion that the plaintiff's complaint must be dismissed.

COURT OF APPEALS CALENDAR.

ALBANY, May 26, 1873.

Court of Appeals day calendar for May 27.—Nos. 137, 138, 104, 14, 94, 137, 128, 114.

COURT OF CLAIMS.

WASHINGTON, May 26, 1873.

The Court of Claims rendered the following judgments for cotton seized by General Sherman's forces at the time of the capture of Savannah and sold by the United States:—

In favor of William Battersby, $87,014; in favor of William Battersby and Andrew Law, $3,940; in favor of William Battersby and Octavius Cohen, $7,881; in favor of William Battersby and the executors of Thomas S. Metcalf, $465,242—the latter being the largest single judgment ever rendered by the Court of Claims. Battersby is an alien, a subject of Great Britain, who has resided for thirty years in Savannah. The other parties are citizens of Georgia.

The cotton claim of William S. Miller, another British subject, was dismissed, on the ground that the cotton for which he sued was purchased by him outside of the Union lines and in violation of the regulations then in force.

Judgment was rendered for $155,554 in favor of Charles Greene, of Savannah, also a subject of Great Britain. The main question in this case was whether an alien domiciled during the rebellion within the revolutionary States could be guilty of the crime of treason against the United States. The Court of Claims, following a decision of the United States Supreme Court last term, decides this question affirmatively, but also holds, under the same decision, that aliens thus guilty of treason forfeited their claims, their obligations of qualified allegiance were included in and pardoned by the President's amnesty proclamation of December 25, 1868.

A decision was rendered in the long-pending case of Eliza J. Atocha, administratrix of Alexander J. Atocha, deceased. Atocha was a native of Spain, but a naturalized citizen of the United States, who did business as a banker in the city of Mexico and was expelled from that country during the revolution of 1845, which overthrew the government of Santa Anna. The United States having, by the treaty of Guadalaupe-Hidalgo, assumed the claims of its own citizens against Mexico, Atocha prosecuted his claims for losses caused by his expulsion, and it was rejected by the commissioners appointed to examine such claims. Subsequently, in 1865, Congress referred the claims to this court, which now renders judgment in favor of Atocha against the United States for $67,459 17, being the balance of the three and a quarter millions provided by the treaty of Guadalaupe-Hidalgo for the payment of claims of citizens of the United States against the government of Mexico, which now remains unapplied for that object.

Judgments were also rendered for $92,568 in favor of William M. Cones, of Memphis, for cotton seized by the government; and in favor of Harvey & Levesay for $42,306 for work and damages in building a bridge for the government at Rock Island.

In the case of the executors of John J. Piatt, a claim for supplies furnished the army in the war of 1812, the Court found that the government was justly indebted to Piatt to the amount of $121,500, but were equally divided upon a subsequent question—namely, whether a payment of part of the debt under a private act of Congress does not bar a recovery for the balance now. Mr. Piatt, after pressing this claim upon the government for many years, died in the debtor's prison in this city.

The Court, after hearing argument in the Hot Springs cases, adjourned until next Monday, when the adjournment will probably be ordered until October.

RELIGIOUS NOTICES.

FOR SALE—THE PEWS OF A COUNTRY CHURCH, in good order; also the Pulpit and Reading Desk; will be sold cheap for cash. Address box 182 Stapleton Post office, Staten Island.

YACHTS, STEAMBOATS, &c.

A SMALL STEAM YACHT IS WANTED FOR USE by Committee of Arrangements at College Regatta, Springfield, Mass., July 17 next. Address, giving dimensions and speed, H. M. PHILLIPS, Springfield, Mass.

FOR SALE CHEAP—FOUR SAIL BOATS, FROM 17 to 26 feet long; all new; cat and sloop-rigged. Apply at builder's shop, Pleasant Valley, or PETER RUCK, Jr., 722 Greenwich street.

MAHOGANY, SPANISH CEDAR, for Boat Builders, and all kinds of Hard Wood, in Logs, Planks, Boards and Veneers. GEORGE W. READ & CO., Mill and Yard 186 to 200 Lewis street, corner of Sixth street, East River.

TUG BOATS FOR SALE—NEW, 16X16, 63 FEET OVER all, sailed on the stocks; one three years old, 60 feet long, 14x12, engine good as new, will be sold cheap; new, 14x12, 45 feet long. Apply to E. C. FORCE, Nos. 5 and 7 Dey street, room 6.

YACHT FOR SALE—A SCHOONER YACHT, 57 TONS o. m.; coppered; centre-board; in complete order. Address J. M. CHURCHILL, 221 Commercial street, Portland, Me.

$500.—FOR SALE—CABIN SLOOP YACHT, VERY fast and able; running and standing rigging and sails are new; cabin nicely furnished and ready for use. Apply to JAMES JEROLAMAN, foot of Eighty-ninth street, East River.

$10.000 WORTH OF BOATS, ALL SIZES AND kinds; 50 second hand ship's Boats cheap, at my shops, 368 and 373 South street, 114th street, Harlem River. STEPHEN ROBERTS.

BILLIARDS.

A1.—STANDARD AMERICAN BEVEL TABLES AND the Phelan & Collender Combination Cushions for sale only by the patentee, H. W. COLLENDER, successor to Phelan & Collender, 738 Broadway, New York.

A FINE ASSORTMENT OF NEW AND SECOND hand Billiard Tables; all articles appertaining to the trade at low prices. GEO. E. PHELAN, No. 7 Barclay street.

FOR SALE—ELEGANT 5X10 COLLENDER POOL Table, almost new, $200, including Balls, Cues, Markers, &c. Also 15 Pool Balls, Pool Rack and Triangle. Inquire at 74 Jane street.

2 BILLIARD TABLES FOR SALE CHEAP—CAROM; new; 5x10; all complete. Call at Piano Store, 219 East Twenty-third street, near Third avenue.

LOAN OFFICES.

AT 77 BLEECKER STREET, NEAR BROADWAY, UP stairs.—Highest cash advances on Diamonds, Watches, Jewelry, Pianos, &c., or bought; Pawnbrokers' Tickets bought, at 77 Bleecker street.

AT WOLF BROTHERS', 896 BROADWAY, BETWEEN Nineteenth and Twentieth streets.—Money loaned on Watches, Diamonds, Jewelry, Silverware, Silks and particularly Pianos; private parlor for ladies; business strictly confidential.

A. J. JACKSON, PAWNBROKER, 55 WEST THIRTY-first, formerly 90 Prince street, loans Money in large or small sums on personal Property of every description.

AT 697 BROADWAY, CORNER FOURTH STREET.—Liberal advances on Diamonds, Watches, Jewelry, Silks, Camel's Hair Shawls, Laces and personal property of every description. JAMES F. MATTHEWS.

AT 57 THIRTEENTH STREET, NEAR BROADWAY—I pay the highest price for Diamonds, Watches, Jewelry, &c.; advance on the same. ISAACS, Diamond Broker, 57 Thirteenth st., near Broadway.

AMERICAN OFFICE (ESTABLISHED 1850).—MONEY loaned on Watches, Diamonds, Jewelry, Silverware, India Shawls, Laces, Valuables, &c.; any amount; or will buy; highest value paid. J. H. BARRINGER, 735 Broadway, opposite Astor place.

AT HYMAN'S, 710 BROADWAY—LIBERAL ADvances made on Diamonds and Watches, Silverware, &c., or will pay the highest market price for the same.

MONEY LOANED—ON DIAMONDS, WATCHES, JEWelry and Silverware, and the same bought. GEORGE C. ALLEN, Jeweller, 841 Broadway, near Fourteenth street.

39 NASSAU STREET, OPPOSITE POST OFFICE—Liberal advances made on Diamonds, Watches, Jewelry and all kinds of Merchandise. The same bought and sold. Room 1. HAYMAN LEOPOLD.

403 SIXTH AVENUE, BETWEEN TWENTY-FOURTH and Twenty-fifth streets.—Liberal advances made on Diamonds, Watches, Jewelry, Silks, Laces and Shawls. Same bought at full value. L. BERNARD.

685 BROADWAY, CORNER OF AMITY STREET.—Money liberally advanced on Diamonds, Watches, Jewelry and Merchandise of every description. The same bought and sold. H. GEIGERMAN, formerly M. Rosenberg.

1,267 BROADWAY, OVER HERALD BRANCH office, room B.—Parlor for ladies. Branch 1,207 Broadway. Money loaned on Diamonds, Watches, Jewelry, &c. Same bought and sold. LINDO BROS.

EUROPE.

THE QUEEN'S HOTEL, NEAR THE CRYSTAL Palace, Upper Norwood, London.—To tourists and families—Its elevated, pleasant and most salubrious position, combined with the comfort afforded and its general management, have made the Queen's Hotel a favorite resort of the upper ranks of English society.

EXCHANGE.

A GOOD STORE FIREPROOF SAFE WANTED—IN exchange for a Piano or Organ. Address PIANOS, box 133 Herald office.

MISCELLANEOUS.

E. WALKER'S SONS,—EXTRA AND PLAIN BOOKbinding done at shortest notice and lowest prices; editions of Books done in best style. 55 Dey street.

SLOTE & JANES, STATIONERS, PRINTERS AND Blank Book Manufacturers, 82 Fulton street. Blank Books made to patterns.

SALES AT AUCTION.

ADRIAN H. MULLER, AUCTIONEER.
Peremptory Partition Sale of 464 valuable Lots and 5 pretty and well built Houses, at Whitestone, L. I., to be sold at auction, by order of the Whitestone Land Association (John J. Locke, Conrad Poppenhusen, Henry Hurd, John D. Locke, Adolph Poppenhusen and E. B. Hinsdale), under the direction of George W. Van Siclen, Esq., Attorney, on THURSDAY, May 29, 1873, at 12 o'clock, at the Exchange Salesroom, 111 Broadway (Trinity Building), N. Y., by ADRIAN H. MULLER, P. R. WILKINS & CO., Auctioneers.
Books, Maps and Passes to visit the property at the office of the Auctioneers, No. 7 Pine street, New York.
Whitestone, L. I., is 9 miles by road, 11 miles by railroad, from Hunter's Point; it is the terminus of the excellent Flushing and North Side Railroad. Running time—from 27 to 35 minutes to Hunter's Point, 35 to 40 minutes to Thirty-fourth street, New York; 50 to 60 minutes to James slip (double-deck ferryboats Garden City and Southampton). Thirty-nine trains daily, from 5:50 A. M. to 15 minutes past 12, midnight; elegant cars; foot-warmer under each seat; steam brakes, Miller's platforms, steel rails, elastic wheels, safety switches; run in the interest of its passengers; always on time; never delayed by ice or snow.
Whitestone is actually more accessible to business and by pleasanter travel than Seventieth street, New York. It is on the Sound, with splendid water-front, and can be reached by boat in an hour from Peck slip. It is nearer the City Hall than Fort Washington and the upper part of New York city. As near as Newark and Elizabeth.
The village was incorporated in 1869, and is growing rapidly. The streets are laid out according to a map adopted by the trustees and filed in the County Clerk's office at Jamaica. The streets on which these lots are offered are nearly all sewered, curbed, guttered and macadamized.
High rolling ground, with excellent water, well drained and healthy; no more subject to "chills and fever" or "fever and ague" than New York itself. The main sewer through the premises offered is over a mile long, emptying into the East River.
The village contains, Episcopal, Catholic, Methodist and Presbyterian churches, public and private schools, factories, savings bank; Herald Whitestone Telegraph; over 2,500 inhabitants, with over 15,000 within a radius of three miles; and is perfectly convenient to the city for calls, shopping, concerts or theatre.
Commutation, ferriage included, is only 12½c. each way; and the railroad agrees to give a commutation book to Hunter's Point for one year free to the occupant of each new house costing more than $2,000, and built before May, 1874. This privilege, of course, holds good to each person who buys at this sale. Whitestone has long been famous for its beautiful scenery, fine drives, boating and sailing. It combines city pleasures with country comforts.
It is an excellent point of investment. Over $180,000 worth of lots surrounding the property offered to-day were sold between June and November, 1872, mostly to parties intending to build and remain permanently. Houses are springing up on every side; living is cheaper—cheaper than in the city. Five Houses will be offered, either of which will make a good home. Taxes are very light; village taxes are limited by charter to one-half of one per cent on the valuation. Every lot sold will be subject to covenants against nuisances and liquor stores.
This is a bona fide partition sale, and every parcel offered will be sold to the highest bidder. Full covenant warranty deeds will be given. Printed abstracts of title can be obtained at $5 each, from Van Siclen, Gildersleeve & Baldwin, Esqs., counsellors-at-law, Bennett Building, 63 and 69 Nassau street.
Terms, 10 per cent down, 15 per cent on June 28, balance on mortgage for 3 years; 5 per cent discount from face of mortgage for cash.

ALLEN B. MINER, AUCTIONEER.
Salesrooms 95 Chambers and 77 Reade street.
Late Henry H. Leeds & Miner.
Established in 1847.
Horse Auction Mart, 337, 339 and 341 4th av., corner 25th st.
BY ALLEN B. MINER & BRO.
TUESDAY, MAY 27,
at 10½ o'clock
at the private residence 108 West Forty-second street, near Sixth avenue.
GENTEEL FURNITURE, comprising velvet, Brussels and three-ply Carpets; rosewood and gilt frame pier and mantel Mirrors; rosewood Parlor Suits, Etageres, marble tops and side Tables, very handsome gilt, marble top Console Tables; rosewood 7-octave Piano, Turkish Chairs, ebony and gilt Chairs, rosewood, black walnut and mahogany Bedsteads, Bureaus, &c.; hair Mattresses, feather Beds, Bolsters and Pillows; wool Blankets, &c.; Paintings and Engravings, carved black walnut and gilt Extension Table, Dining Room Chairs, eight day Clocks, China Vases, Mantel Ornaments, Silverplated Ware, &c.; also Kitchen Furniture in variety.
ON THURSDAY, MAY 29,
at 10½ o'clock, at the private residence,
467 West Twenty-third street, near Tenth avenue.
GENTEEL HOUSEHOLD FURNITURE—Rosewood Parlor Suits, Carpets, Mirrors, &c., &c. Details in time.
SATURDAY, MAY 31,
at 10½ o'clock, at their salesrooms,
95 Chambers and 77 Reade street,
GENTEEL HOUSEHOLD FURNITURE, MIRRORS, CARPETS, &c., &c.
Details in time.

ART NOTICE.
EDWARD SCHENCK, Auctioneer.
Extra important sale of European Oil Paintings, just imported, embracing fine specimens of the following artists:—
Karl Oehms, David Col, Robbe, Rosieres, M. A. Koek-Koek, Kuwasseg, Schaefels, Dameschroeder, Spelldorn, Frans Lebret, Lieckert, De la Roose, E. Verboeckhoven, Frauntadt, H. E. Reyntjens, A. Dillens, Kratke, Van Den Wyngaerdt, Eversen, Gerard, Kluyver, Spohler, Burnier, and many others.
And of the American school, Kensett, Wm. Hart, Tait, W. T. Richards, Cropsey, David Johnson, Bricher.
The foreign pictures in this collection have been painted to the order of or bought from respectable dealers by Albert D'Huyvetter, Jr., of Antwerp, and are warranted originals.
The originality of the pictures in all cases to be determined by the artist or dealer from whom purchased; to prove which two months from day of sale will be allowed to the purchaser. Purchasers will please mention at time of payment if they desire to prove the originality, and if so the purchaser's money will be deposited in the United States Trust Company, subject to their order and that of the auctioneer, and upon a certificate from the artist or dealer being produced, denying the originality, the purchaser's money, with interest and fifty per cent additional, will be refunded. The expense of obtaining such certificate to be borne by the present owners if not as represented and by the purchaser if as represented.
EDWARD SCHENCK.
The above will be sold at auction by EDWARD SCHENCK, on WEDNESDAY and THURSDAY, May 28 and 29, at 60 Liberty street, commencing at 12 o'clock each day.

ARTIST'S SALE.
ARCH. JOHNSTON, Auctioneer.
We will sell by auction on this day and Wednesday, May 27 and 28, commencing at 12 o'clock each day, at the Art Gallery, 37 Nassau street, the entire collection of Art Trophies belonging to Señor Felipe S. Gutierrez, consisting of highly finished Scriptural and Altar Pieces, Cabinet Heads, full length Figures, Aquarelles, Life Studies made during many years' practice at various life schools in Europe, Studies and Drawings highly useful in art schools or to students practising art. The above desirable paintings are now on exhibition, and will be peremptorily sold without any reserve.

A. CALDWELL, AUCTIONEER.
HANDSOME HOUSEHOLD FURNITURE, AT SALESROOM 79 NASSAU STREET,
Monday, May 26, at 10½ o'clock prompt, consisting of elegant rosewood Piano from rich Parlor Suits, Mirrors, rosewood Wardrobe, with mirror doors; Centre Tables, Music Stand, Lace Curtains, Lounges, Extension Tables, Buffet, Clocks, Carpets, Chamber Suits, in walnut and mahogany; curled hair Mattresses, Secretary Bookcase, mahogany Pianoforte, Sofa Bed, Oilcloths, Stair Carpets, Hall Stands, together with great variety of Kitchen Utensils. Every lot will positively be sold without reserve.

A.—SUPREME COURT SALE.
JOSEPH M'GUIRE, Auctioneer,
will sell at auction, on WEDNESDAY, May 28, 1873, at 12 o'clock noon, at the Exchange Salesroom, 111 Broadway, under direction of William H. Kircheis, Esq., Referee, 27 Sullivan street, brick House and Lot.
Maps at auctioneer's office, 37 Cedar street.

AUCTION NOTICE. AUCTION NOTICE.
At private mansion 120 West 23d st., between 6th and 7th avs., large sale THIS DAY (TUESDAY), May 27, commencing at 11 o'clock.
Drawing Suits, superb rosewood 7½ octave Pianoforte, used 8 months, cost $900; Centre Tables, Bookcase, Books, Etageres, Turkish Chairs, Lounges, fine Oil Paintings, rich Bronzes, imported Lace Curtains, Mirrors; velvet, Brussels Carpets, &c.; solid rosewood and black walnut Bedroom Suits, hair and spring Beds, Pillows, fine Blankets, single and double Bedsteads, Bureaus, Wardrobes; superior walnut Buffet, cost $200; Extension Tables, Chairs, Silver and China Ware, dinner and tea Sets, Cut Glass, &c.; Basement and kitchen Furniture, Cooking Utensils, in lots, to highest bidder. N. B.—Goods packed and shipped for purchasers.
LUKE FITZGERALD, Auctioneer.

AUCTION SALE.—POSITIVELY THIS DAY (TUESday), the entire elegant and desirable Furniture of private residence 210 West Twenty-first street, near Seventh avenue. To be sold at auction, commencing 10 o'clock precisely, by ROBERT C. CASHIN, Auctioneer, viz.:—Parlor and Library Suits, in rich satin and brocatel; two elegant Pianofortes, one four round, cost $1,000; two handsome Bookcases, 500 volumes choice Books, Cabinets, gilt Centre and Console Tables, Etageres, Turk