OUR IMPERIAL VISITOR.

An Early Morning Tour of the City.

INSPECTION OF PUBLIC SCHOOLS.

Address of Welcome by the Citizens' Committee.

OFF FOR SAN FRANCISCO.

Arrangements to Avoid Annoyance Along the Route.

Ripe and ready for sight-seeing, the Emperor of Brazil was early astir yesterday morning. His matutinal experience was not so delightful as was doubtless anticipated. The intention of His Majesty was to take a quiet observation of the metropolis prior to his departure for San Francisco. Having that end in view he stepped into a carriage in front of the Fifth Avenue Hotel. He was accompanied by a few members of his suite, and the vehicle containing them started down Twenty-third street, turning into Sixth avenue. While the Emperor's attention was being attracted to the various features of interest on the way a heavily laden ice wagon came in collision with the carriage, and damaged it so that the royal party had to alight and procure another. Far from being annoyed the Emperor regarded the circumstance in the mildest light. It was something nigh a serious accident, but good temper, gentleness and a well founded fellow feeling often unravel in graceful shape the entanglements of disagreeable situations. In a gleeful tone the Emperor simply remarked that the ice man had perhaps the right of way, and that so long as nobody had been hurt there was no reason to complain. A happier illustration of the Emperor's genial temperament could not well be given. The royal party drove down Broadway and returned to the hotel shortly before nine o'clock.

MUNICIPAL HONORS.

It was pretty well understood that formality and ceremony were not in order in regard to Dom Pedro. But the Emperor was willing to be informed on every point of interest appertaining to the city, and when, shortly before ten o'clock, he was informed that a deputation was in waiting, headed by Mayor Wickham, to escort him to some of the public institutions, he promptly responded, and in his own genial way expressed his desire to see the institutions, intimating, however, that he was bound for California by the evening train, and that time alone might possibly interfere with the programme which had been so kindly arranged. A distinguished party waited on the Emperor, including Governor Tilden, Mayor Wickham, Mr. William Wood, President of the Board of Education; Mr. Alexander Agnew, Robert B. Roosevelt and others. Without any ceremony whatever the Emperor received his visitors, and, after chatting pleasantly in a conversational way, entered the first carriage in waiting, accompanied by Mayor Wickham. A large assemblage had meanwhile congregated in the vicinity of the hotel, and, although the imperial visitor manifested every desire to be unnoticed by assuming a rapid walk in approaching the carriage and appearing ignorant of the presence of curiosity seekers, he nevertheless responded to the well meant demonstrations made in his behalf, and, quickly acknowledging the greeting of the spectators assembled, he drove away.

A VISIT TO THE SCHOOLS.

All along the Emperor had frequently expressed a desire to see some of the New York schools, about which, he said, he had heard a great deal. In this respect he was thoroughly gratified, and, although his experience was somewhat limited, he had a fair opportunity to see something of our educational system. The carriages conveying the imperial party rolled up in front of Grammar School No. 14, in Twenty-seventh street, near Third avenue. The Emperor was delighted. At every turn he was lavish of his praise. What with the display of the boys' and girls' departments, to say nothing of the very satisfactory exhibition in the primary school, the Emperor seemed to entertain a favorable idea of our educational system. It is only just to mention that the imperial visit was a complete surprise to teachers and scholars, and it was therefore gratifying to know that good system can at all times meet an emergency. The Emperor signed his name as a visitor to the three departments of the school and subsequently proceeded to the Normal College, with the arrangements of which he seemed highly pleased. After taking a cursory glimpse of a few of our public institutions the Emperor returned to his hotel.

THE CITIZENS' WELCOME.

Pursuant to a programme previously decided upon, ex-Governor Dix, William Cullen Bryant, William M. Evarts and other members of the committee recently selected to tender the Emperor a hearty welcome in behalf of the citizens of New York congregated at the hotel shortly after three o'clock in the afternoon, when ex-Governor Dix delivered the following address:—

Your Majesty—We have been deputed by a committee consisting of the Mayor of New York and a numerous body of our fellow-citizens to welcome you and your imperial consort to our shores and to tender to you the hospitalities of our city. We are advised that you have expressed an aversion to any official reception; and we have no wish to intrude upon you with formalities which would be unacceptable. We regret to learn that it is your intention to depart this evening for California; but we trust that on your return you will allow the gentlemen whom we represent to conduct you to such of our public institutions as you may be pleased to visit, and especially those connected with education and with scientific and literary pursuits, to which we know that Your Majesty, amid the graver cares of state, has devoted an assiduous and an enlightened attention. The difference in the form of the government of your vast empire and that of our extended Republic, and in their characteristics of climate, has necessarily led to diversities in social, political and material development. While, therefore, much which is diverse may fall under your observation, we think you will find under our popular institutions on the Hudson, the Potomac and the Mississippi the same earnest purpose as that which your paternal government has shown on the Amazon and the La Plata to promote the happiness and the best interests of the people. Though distant, we have not been inattentive observers of what Your Majesty has accomplished in carrying out this beneficent purpose. And when to this concurrence with us in regard to the great objects of government we add the act of emancipation, which has given lustre to your reign, we feel assured that in tendering to you the expression of our sincere respect we speak the universal sentiment of our countrymen.

To this address the Emperor replied:—

I regret not being accustomed to make speeches, and especially in a language I do not know very well. But I am able to say that the sentiments of my country toward yours are also mine, and I will avail myself of my visit to the United States to observe their prodigious progress, and do the utmost possible to render it useful to Brazil. In regard to what you say about my proceedings at home, I can only state that I did my duty.

The committee then withdrew, to permit His Majesty to enjoy a short period of rest prior to his departure for California.

OFF FOR THE PACIFIC SLOPE.

At twenty-five minutes after six o'clock the Emperor and his suite arrived at the Erie depot, in Jersey City. Not many more persons received the distinguished travellers than are usually to be seen in the waiting rooms. It was soon known, on the coming in of the ferry boat, that Dom Pedro was on board, and presently a crowd gathered in the neighborhood of the door leading to the platform of the depot. A passageway was speedily made, however, without the intervention of any officials, and the imperial party, headed by the commanding figure of the Emperor himself, quietly passed along to the cars in waiting. He was closely followed by Viscount Bom Retiro, Arthur F. De Masido, Carl Henning, the Brazilian Minister, one attendant and two servants. The Emperor occupied a seat alone and passed the waiting time in conversation with the Herald correspondent who formed one of the party. The train left the depot at twenty-five minutes past seven o'clock. The imperial party will occupy only one car, the Pullman hotel car Metropolitan, which consists of an anteroom, a saloon with twenty berths and seats, a private stateroom, with closets, and at the extreme end a kitchen. The fittings are elegantly contructed of rosewood, black walnut and bird's eye maple, all highly polished and chastely gilded. Beside the hotel car Metropolitan the train consisted of a through sleeping car to Cincinnati, another for Cleveland and one to Niagara Falls; then a sleeping car for Buffalo and another for Rochester, and ahead of the Pullman cars two Erie day coaches and a smoking car, with a special car having on board a company of United States troops for St. Louis, two baggage cars, a postal and an express car. The Emperor positively refused the offer of a special train which was tendered him by Mr. Staples, the depot master. The trip, if run right through without any lengthened stoppages, will be made in seven days.

AT THE EMPEROR'S BIRTH.

Mr Samuel C. Lewis, of No. 77 124th street, this city, who is now seventy-three years old, was American Consul at Rio Janeiro when the present Emperor Dom Pedro II. was born. He has a very distinct recollection of the circumstances attending the birth of our illustrious visitor, and the subsequent abdication in his favor of Dom Pedro I. Mr. Lewis resided in Rio for thirteen years after the advent of his present Majesty, and consequently possesses a rich fund of personal reminiscence of the persons who dominated during the Regency and an intimate knowledge of contemporary events.

THE EMPRESS AT THE ACADEMY.

The Committee of Invitation have received acceptance by the Empress of Brazil and suite of the invitation to be present at the Academy of Music to-morrow night. Among other distinguished guests who have promised to be present are the officers of the Brazilian men-of-war now lying in our harbor, General Hancock and staff, Admiral Rowan, Governor Tilden and Mayor Wickham. The proscenium boxes have been placed at the disposal of the guests of the evening, and have been profusely decorated. Satin programmes will be distributed through the boxes, and on the entrance of the Empress (at eight o'clock) the orchestra will play the Brazilian national hymn. There is every indication of an immense audience.

THE HERALD IN BRAZIL.

At the request of the Emperor of Brazil the steamer Nellie Martin was detained until Sunday morning, that she might convey his despatches to Rio Janeiro. This steamer took out the largest cargo that has ever been cleared from this port to Brazil. She also had a full complement of passengers, and, by sailing Sunday, was able to convey the Herald of that day, which gave full particulars of the Emperor's arrival.

TOO SLOW FOR THE EMPEROR.

BOSTON, April 17, 1876.

A committee from Fall River left for New York to-night to invite Dom Pedro to visit the former city.

CHARLES O'CONOR.

A REMARKABLE REPLY TO HIS MEMORIAL TO THE BAR ASSOCIATION—"THEY HAVE TAKEN NEARLY ALL."

The following reply to remarks made by Mr. Charles O'Conor, in his recent memorial to the Bar Association, were yesterday sent to the Herald by Mr. Henry Sedley, brother-in-law to Mrs. Catharine N. Sinclair, formerly Mrs. Forrest:—

To the Editor of the Herald:—

On the 26th of March last there appeared in the New York *Times* an article referring to Mr. Charles O'Conor and the Forrest divorce case. On the 12th of April following Mr. O'Conor made public a reply which, like the first article, has had wide circulation. Excepting her young nephews I am Mrs. Sinclair's nearest living male connection. This, with others to be named hereafter, is the consideration that warrants the present letter.

I saw the first article, it must be freely said, with surprise and regret. Its publication struck me, to say the least, as inopportune. It involved, in my view, a breach of discretion and good taste for reasons plain to see.

I should much prefer to leave the matter just here without further comment, but Mr. O'Conor has made this impossible. He uses in his memorial to the Bar Association the following words, to wit:—"As to the article in question, I will say that nothing more vilely false than it is in its whole tenor and in all its details can well be imagined; in nothing that is material to any inculpation of myself does it contain even the slightest color of truth."

I fear that by this sweeping statement Mr. O'Conor has placed himself in a position from which not all the power or good will of the Bar Association can extricate him.

In the first place, surprising as it may seem, whoever, instead of being merely stunned by the noise of supposed charge and countercharge, will take the pains carefully to compare the first *Times* article with Mr. O'Conor's reply will find that in many respects they are substantially in agreement. The article reports Mrs. Sinclair as saying that Mr. O'Conor charged $7,000 for trying her case. Mr. O'Conor more accurately puts it at $7,500. Mrs. Sinclair is reported to have said that Mr. O'Conor charged $2,500 for subsequent services. Mr. O'Conor says precisely the same thing. Mrs Sinclair said interest was charged on counsel fees. Mr. O'Conor admits this, and adds that in one instance the interest was compounded. In some points of detail the lady's memory seems to have been at fault as regards figures, but Mr O'Conor lays no stress and need not on this. (To make these matters clear I append to this letter copies of the original bills of Mr. O'Conor and Mr. Chase, now in my possession, and marked "Note A" and "Note B.") It does not appear, so far, that there is any sound justification for Mr. O'Conor's assertion "as to the article in question," that

NOTHING MORE VILELY FALSE

than it is in its whole tenor and in all its details can well be imagined." Nor does there appear any objection to Mrs. Sinclair's statement that it was her understanding that her counsel took the case free, or that she never made any agreement for payment, either for the trial or the alimony proceedings, or that Mr. Chase asked her to sign a card for insertion in the New York Herald, to the effect that her lawyers were acting for her without charge. The only real point of difference seems to be that Mr. O'Conor insists that Mrs. Sinclair or her friends never could have believed this to be really the fact, and that such an assumption on any side is of necessity absolutely untrue, as well as injurious and calumniatory. To this I must take leave to say that I have known the lady and her family for some twenty years, and that in all that time I never heard Mrs. Sinclair or her family express any other supposition than that which Mr. Chase caused her to publish. I do not presume to say for a moment that Mr. O'Conor ought not to have charged counsel fees, or to pass any criticism whatever on his action in that regard any further than this—that it is unreasonable to say that neither Mrs. Sinclair nor any one else could possibly have supposed such a thing to be true, when it really was a matter of common report and when there was so much circumstantial evidence to uphold the supposition. It is true that it was frequently reported that Mr. Forrest urged as a reason for his persistency in opposing the payment of the judgment his conviction that when it should be paid Mrs. Forrest's counsel would take all the money; but neither that lady nor her friends ever for a moment credited such a conjecture.

I shall never forget the day on which Mrs. Sinclair received Mr. O'Conor's and Mr. Chase's bills. She brought them to my office in Nassau street, passing from the outer apartment into an inner or private room where I sat writing. That the tidings of the sums charged by her counsel came upon her like a thunderbolt was pitifully shown by what then happened. Mrs. Sinclair, as she entered the room, burst into a paroxysm of tears and exclaimed, "They have taken nearly all from me. I can never hold up my head or pay my debts or be independent again. Oh, how shall I tell Annie!" (her sister, Mrs. Sedley.) I had never seen Mrs. Sinclair weep before, save in the presence of death, and I was deeply and painfully moved. It was soon after this that I wrote the letter to Mr. O'Conor which he has appended to his reply and marked "Note D," and which, when it was sent to him, I marked "private." The date on which Mrs. Sinclair came to my office with those receipts was, as I remember, the 12th or 13th of November, 1868. On the 14th of November Mrs. Sinclair, according to Mr. O'Conor's late statement, called at his office in search of Mr. Chase. Mr. O'Conor, having on the previous day or the day before received his check for $38,850 71,

ON THIS OCCASION SAW A PANORAMA.

I quote his precise words:—"About the 12th or 14th of November, 1868, Mrs. Forrest called at my office for about a minute, and inquired, without effect, whether I would inform her where to find Mr. Chase. Something in her manner indicated that she was in trouble. The whole nineteen years of my relations with her passed before my mind on the instant, as in a panorama, and, though I said nothing of the kind, I then determined to act no further in any business for her." Mr. Nelson Chase, who had now received his $15,975 32, soon after likewise saw a panorama, and with equal reticence came to the same labor-saving conclusion. He could nowhere be found, and although repeatedly asked so to do neglected to finish up the necessary business of Mrs. Sinclair's law suit. The total amount just taken by these two gentlemen, irrespective of the allowance by the courts of some thousands for counsel fees, no mention of which appears in their bills, was $54,826 03, but their client then and there had to employ Mr. Richard H. Clarke, (designated, as had been Mr. Chase, by Mr. O'Conor,) who charged and collected from Mrs. Sinclair something over $500 more for finishing up the business, and, I do not doubt, honorably earned the money. (See note marked C.)

Mrs. Sinclair has no recollection of seeing Mr. O'Conor on the day of the "panorama." She only remembers seeing Mr. O'Conor's clerk.

Mr. Nelson Chase, of the original firm of Howland & Chase, was the recipient, it is shown, of $15,975 32. That is, this sum was paid at the time Mr. O'Conor got his $38,850 71. But some thousands of dollars paid by Mr. Forrest on orders of court for Mrs. Forrest's counsel are not mentioned in either or any of their accounts. Nor is there to be found any allusion to Mr. Chase's collection of regular percentages on her alimony, to which, when it was paid, Mrs. Sinclair submitted. Just before the settlement, in November, 1868, Mr. Chase spoke to Mrs. Sinclair concerning what would be a proper fee for himself. It should be understood that Mr. Howland had very little to do with the case at any time, and that during many years, next preceding 1868, Mr. Chase, alone, of that firm, was connected with the Forrest divorce suit. Mr. Chase, or more strictly, his firm, I repeat, was brought into the case on the nomination of Mr. O'Conor, who had previously been engaged in it. It was always understood by Mrs. Sinclair and her friends that Mr. O'Conor was the absolute and even despotic master in the whole business. It was always understood that Mr. Chase took no step of even the slightest importance without Mr. O'Conor's explicit direction or sanction. When Mr. Chase spoke, as above, of his own fee Mrs. Sinclair, having first proposed that the point should be referred to Mr. O'Conor, and having been informed by Mr. Chase that Mr. O'Conor had declined to fix the sum, agreed with Mr. Chase that it should be $6,000. But she had not then seen the accounts (notes A and B), had little idea of their contents, and certainly not the faintest notion that this amount of $6,000 was to be in addition to the two first items in note B, which, however, as will be seen, foot up some $6,000 more. The last item in Mr. Chase's account to some extent describes itself.

Mr. O'Conor says in his memorial:—"When my bill for advances, expenditures and services was receipted for in November, 1868, a gentleman stood by who had rendered much aid in the case. I said to him, 'You are no doubt in need, I am not; take as much of that as you please.' He thereupon took a loan of $15,000." Mr. O'Conor does not tell us that this gentleman was Mr. Nelson Chase, who had already got that day his $15,975 32. Perhaps Mr. O'Conor was ignorant of the latter fact; or perhaps Mr O'Conor thought that Mr. Chase had magnanimously refused to take his share, and intended thus to justify a prevalent public opinion. That the fact that Mr. O'Conor was just then conducting for Mr. Chase the important and lucrative, but in some stages costly Jumel case, had any bearing on this transaction, we can only conjecture. Mr. O'Conor, further on, repels the idea that it would have been right for him to have been supposed to act gratuitously for Mrs. Forrest. He says:—"I then thought, have always understood, and now believe, that for a lawyer to offer a wife who had disagreed with her husband his voluntary aid in her litigations with him, and undertake to get her a divorce gratuitously, would be infamous conduct." The obvious answer to this is that many very good people, for many years, in point of fact, did suppose that Mr. O'Conor was acting gratuitously for Mrs. Forrest; and, although I have heard him warmly and continuously applauded for so doing, I never heard his conduct on that score spoken of with a word of blame. Still further, Mr. O'Conor inquires:—"What would have been said if it was supposed that I, a bachelor of forty-five, had intruded myself into this lady's quarrel with her husband and volunteered to become

HER CHAMPION WITHOUT FEE OR REWARD?"

If the views of Mr. O'Conor, as he clearly would convey, were the same twenty-five years ago as they are declared to be now, why was Mrs. Forrest asked at the former time by her counsel to sign the draft of a letter for publication in a widely circulated newspaper, affirming in behalf of her counsel precisely what is thus stigmatized to be unworthy? Why were her counsel so anxious to have one thing believed then, and why are they so anxious to have another thing believed now? Surely, by the implication conveyed in his last quoted sentence, Mr. O'Conor does himself injustice. Not even Mr. Forrest would ever seriously have believed such an implication to be well founded. Mr. O'Conor's reputation was assuredly too well established for that.

I have now to allude to what, were my own interests or feelings alone concerned, would certainly be passed over in silence. Mr. O'Conor is sometimes a little mysterious, but any one who reads his memorial will see and own that directly or impliedly he charges me—first, with prejudicing Mrs. Sinclair against her counsel and threatening her with what would be in the highest degree painful and disastrous to her happiness if she presumed, when he was assailed, to defend him; second, with writing him an indecorous or improper letter setting forth his client's needs and position; and third, with falsehood, inasmuch as in that letter I untruly represented that "supplementary proceedings" had been taken or menaced against Mrs. Sinclair, with the further implication that I used the untruth as a basis for attempting to extort from Mr. O'Conor some improper or unjust concession.

To each and all of these charges I must interpose a respectful but absolute and unqualified denial. I knew pretty well before the force of the maxim "*Qui s'excuse s'accuse*," and Mr. O'Conor has lately emphasized it sharply in my mind. But the occasion demands a few words of personal justification, which shall be gotten over as fast as possible. Mrs. Sinclair, being Mrs. Sedley's eldest sister, has been an inmate of my family for many years. The latter, on her deathbed, asked my promise that the household should not, on her departure, be broken up, and that I should be the same friend and defender of her sister that I had long been before. That promise was given, the arrangement was continued, and when afterward, in time, a change was made in the house the arrangement was still continued with the affectionate assent of all concerned. I have never, by any possible construction, exerted, or sought to exert, the influence with my sister-in-law that Mr. O'Conor would convey. With regard to my letter to himself, I must say that it was meant to be entirely respectful and becoming, and I think it was so. As Mrs. Sinclair's nearest living male connection, I certainly felt myself at liberty to address Mr. O'Conor in this fashion. The letter is in no sense an intrusive one. I was, through my wife, a loser of $15,000 by what had been done, and the allegation as to its minatory character is purely fanciful. Mr. O'Conor lays stress on my statement that "supplementary proceedings were threatened by some of Mrs. Sinclair's creditors." He says, "No supplementary proceedings or the like were ever instituted, and it may be proper to add that, as I was not pleased with Mr. Sedley's interposition, I declined to confer with him." I am sorry for Mr. O'Conor's sake to say that here again his memory is at fault.

The official papers in all of the proceedings referred to in my letter to Mr. O'Conor, marked "private" by me and published by him in his memorial, including in two of the cases assignments of judgments, &c., and in all respects confirmatory of my assertions, lie on the desk beside me while this letter is written.

The document marked "Note D," hereunto appended, is the original, and its date and character are Mr. O'Conor's conclusive refutation. But there was another and more important case in which supplementary proceedings were likewise taken against Mrs. Sinclair soon after this time. In this the counsel for plaintiff and defendant were respectively William Henry Anthon and W. Farley Gray. The sum involved was some $4,000. Mrs. Sinclair was interrogated in open court and obliged to tell what Mr. O'Conor and Mr. Chase had done, and on hearing this the opposing counsel,

MR. ANTHON, COVERED HIS FACE WITH HIS HANDS

and sat some time in silence.

Mr. O'Conor remarks that he declined to confer with me. I never asked him for a conference. My letter will not bear that construction. But Mr. O'Conor answered it, saying, in his reply, that he saw no reason why the facts I mentioned should have been communicated to him. It is plain that he wished to know nothing about them. My letter made it clear to Mr. O'Conor, knowing what his own bill had been, what amount must have remained in the hands of Mr. Chase. Yet, in his memorial, Mr. O'Conor observes of Mr. Chase:—"I never had any but the most trifling and casual knowledge of his pecuniary dealings with Mrs. Forrest until the present month, April, 1876," a statement which is rendered more remarkable by the fact that on Mr. O'Conor's and Mr. Chase's original bills, now in my keeping, the same handwriting appears, and that the lines of receipt at the end of Mr. O'Conor's are written, not the signature alone, but in full, by Mr. O'Conor's own hand.

As further confirmatory of what has been heretofore said relative to the proceedings of Mrs. Sinclair's creditors, who were astonished and aggrieved by her inability to pay them after the settlement of the judgment, I have to say that Mr. James B. Taylor wrote a strong letter on the subject, respecting which I sent an explanatory note to Mr. Nelson Chase in March, 1869. About the same time Mrs. Sinclair despatched a note to the same gentleman, inclosing Mr. Taylor's letter. Mr. Nelson Chase replied to Mrs. Sinclair by a letter, which is hereunto annexed, marked "Note E." Mr. Chase, like Mr. O'Conor, did not see any reason why the facts named should be brought before his attention. It will be seen from Mr. Chase's letter that when it was written four months had elapsed since the payment of the judgment in November, 1868. After that Mr. Chase absolutely and entirely neglected Mrs. Sinclair's business, thereby subjecting her to cruel persecution and annoyance, and obliging her to employ another lawyer.

Mrs. Sinclair has never said or wished to be understood as saying that Mr. O'Conor had made any statement whatever, in his memorial or otherwise, that she desired to contradict in the newspapers. She has said that she thought Mr. O'Conor was, in some instances, mistaken; that she deeply regretted the whole melancholy controversy; that she had always felt, and still felt, the deepest gratitude toward Mr. O'Conor, and that, if compelled to testify before any tribunal, while she must, of course, adhere strictly to truth, it was her earnest wish that Mr. O'Conor should in the end, in all material respects, be exonerated. In brief, that if any blame rightly attaches to him, she will not voluntarily be made the instrument to affix it.

I think it right to add to these statements, for reasons that Mr. O'Conor and his friends may understand, that I have never up to the opening of this controversy through his memorial to the Bar Association written or prompted one line against that gentleman for publication or sought in any way to do him injustice.

HENRY SEDLEY.

New York, Monday, April 17, 1876.

NOTES IN EVIDENCE.

Note A.—New York, Nov. 9, 1868. Mrs. Catharine N. Sinclair to Charles O'Conor, Dr.

Date		Item	Amount	Interest	Interest amount
1859—June	2.	Account of advances to date	$7,367 40	Interest to Nov. 9, 1868	$4,350 58
1862—May	2.	Paid for place on calendar	12 00	Interest to Nov. 9, 1868	57 04
Dec.	20.	Cassidy's printing bill	109 00	Interest to Nov. 9, 1868	44 90
1863—Jan.	1.	Counsel fees to date	7,500 00	Interest to Nov. 9, 1868	3,074 16
		Paid reporter for opinion	7 00	Interest to Nov. 9, 1868	2 88
M'ch	12.	Cash lent	1,000 00	Interest to Nov. 9, 1868	398 08
May	28.	Cash lent	750 00	Interest to Nov. 9, 1868	285 97
Nov.	14.	Cash lent	500 00	Interest to Nov. 9, 1868	174 51
1865—Feb.	13.	Cash lent	7,500 00	Interest to Nov. 9, 1868	1,962 91
Aug.	2.	Raymond's note	275 00	Interest to Nov. 9, 1868	62 93
July	21.	Cash, postages, &c	4 41	Interest to Nov. 9, 1868	1 02
1867—Sept.	10.	Cash lent	500 00	Interest to Nov. 9, 1868	40 75
1868—June	16.	Paid for printing points	7 50	Interest to Nov. 9, 1868	20
Oct.	9.	Paid A. J. Parker for services	250 00	Interest to Nov. 9, 1868	1 45
Nov.	9.	Interest as above	10,455 40	Total interest	$10,455 40
For professional services subsequent to affirmance of divorce suit, that is to say, conducting defence of suit in Circuit Court, conducting case in Special Term of United States Court, and against sureties, and on appeal in General Term, and on appeal to Court of Appeals, five years, numerous motions, &c			2,500 00		
Total			$38,850 71		

Received, New York, Nov. 14, 1868, from Mrs. Catharine N. Sinclair, by the hand of Nelson Chase, Esq., thirty-eight thousand eight hundred and fifty 71-100 dollars, in full for the above account.

[Rev. stamp.]

$38,850 71. CH. O'CONOR.

[NOTE B.]

Mrs. Catharine N. Forrest to Nelson Chase, *Dr.*:

1858.—Dec. 27.	To judgment of Howland & Chase	$3,491 61
	To interest, 9 years, 10 months, 13 days	2,412 21
1865.—Feb. 13.	To professional services to date	6,000 00
	To interest, 3 years, 8 months, 27 days	1,571 50
1867.—Aug. 21.	To cash borrowed for her from W. C. Wetmore	2,500 00
Total		$15,975 32

Received, New York, Nov. 25, 1868, from Mrs. Catharine N. Forrest, fifteen thousand nine hundred and seventy-five 32-100 dollars, in full settlement for the above account, and in full of all demands to this date.

[Stamp.] NELSON CHASE.

[NOTE C.]

New York, June 25, 1869.

Dear Sir—Your note of yesterday has made me deeply regret the circumstances you mention in regard to Mrs. Sinclair's affairs, of which I was not aware. Had I been, it would have afforded me pleasure to have arranged the payment of our fee in two instalments out of the June and December interest, for I sincerely feel and deplore what you have so courteously and kindly expressed.

I beg to assure Mrs. Sinclair, in reference to the amount of our charge, that it was not fixed before consultation with other members of the Bar, and then fixed below their estimate. When it is considered that we took charge of the matter without papers from the previous attorneys, and had consequently to examine back into the case; that our services embrace numerous interviews and consultations with plaintiff and with defendant's attorney, the opening or reception and conduct of negotiations for a final settlement and commutation of alimony and dower, and that this necessitated at our hands a preliminary examination of the law of dower in the several States where defendant's property is located, as well as the law regulating the commutation of annuities and the valuation of the inchoate right of dower; that we have had to examine into the case in the United States Court, with the view of getting it discontinued by consent; the obtaining of the permanent order of court which enables Mrs. Sinclair to collect hereafter her alimony herself, if she wishes, without further trouble or expense, and collecting the instalment of $2,035, not to allude to the many details connected with the above, I am sure Mrs. Sinclair will not regard our charge as unreasonable.

Had her request to wait until December for a part of the fee been made sooner it would have afforded us sincere pleasure to arrange to suit her convenience. Even now we do not feel disposed to disoblige her in this, if she still desires it, or any other matter. At the same time we beg to say that the request having come, as I regret, after the money was unavoidably disposed of by us, it would be no slight inconvenience for us now, however willing to accommodate Mrs. Sinclair, to make the proposed arrangement. I will only add that in the payment of our fee in full we did not purpose making any further charge for our efforts to get the consent of parties, and having the suit in the United States Court dismissed.

Thanking you for the courteous terms of your note, and with sincere regards to Mrs. Sinclair, I remain yours truly,

RICHARD H. CLARKE.

Henry Sedley, Esq.

[NOTE D.]

New York Supreme Court, County of New York.—William H. Mailler, Samuel P. Lord and Abraham Quereau, plaintiffs, against Catharine N. Sinclair, defendant.—Affidavit to obtain order for examination of judgment debtor.

City and County of New York, ss.:—T. M. Squires, being duly sworn, says that he is attorney of the above named plaintiffs; that judgment was recovered in this action against the above named defendant in the Supreme Court of the State of New York on the 10th day of July, 1867, for $920 48 damages and costs; that judgment, exclusive of costs, was for more than $25; that the judgment roll was filed in the office of the Clerk of the County of New York, on the same day, and a transcript thereof was filed in the office of the Clerk of the County of Richmond, on the 14th day of July, 1867, and that an execution upon said judgment against the property of the defendant was, on the 14th day of July, 1867, duly issued to the Sheriff of the County of Richmond, where said defendant then resided and still resides; that the Sheriff has returned said execution wholly unsatisfied, and that said judgment remains wholly unpaid, excepting $250 paid on account thereof, on or about the 3d day of February, 1868. T. M. SQUIRES.

Sworn to before me this 18th day of August, 1868. Edward Mitchell, Notary Public, New York city.

County Court of the County of Richmond.—William H. Mailler, Samuel P. Lord and Abraham Quereau, plaintiffs, against Catharine N. Sinclair, defendant.—Order for the examination of judgment debtor.

It appearing to my satisfaction, by the above affidavit of T. M. Squires, attorney of the plaintiffs, that judgment has been recovered in this action against the above named defendant in the Supreme Court of the State of New York, on the tenth day of July, 1867, for $920 48 damages and costs; that an execution upon said judgment against the property of the said defendant, Catharine N. Sinclair, has been duly issued to the Sheriff of the proper county, and that such execution has been returned wholly unsatisfied; and that said judgment, exclusive of costs, was for more than twenty-five dollars, and that said judgment still remains wholly unpaid, with the exception of two hundred and fifty dollars paid on account thereof on or about the third day of February, 1868; I do hereby order and require the said defendant to appear before me at a County Court, to be held at Richmond, Richmond county, Staten Island, on the eleventh day of September, 1868, at eleven o'clock in the forenoon, and on such further days as the Court or referee duly appointed shall name, to make discovery on oath concerning her property. And the said defendant, Catharine N. Sinclair, is hereby forbidden to transfer or make any other disposition of the property belonging to her not exempt by law from execution, or in any manner to interfere therewith, until further order in the premises.

Dated at Richmond the 31st day of August, 1868.

H. B. METCALF, County Judge of Richmond County.

I hereby consent that the proceedings under within order be adjourned until the 1st day of November, 1868, at eleven o'clock A. M.

Dated Sept. 27, 1868. T. M. SQUIRES, Plaintiffs' Attorney.

Defendant pays $25 costs and disbursements, several previous orders having been issued and discontinued without costs.

Ultimately settled by assignment of judgment executed July 30, 1870. H. S.

[NOTE E.]

Washington Heights, March 15, 1869.

Mrs. Catharine N. Sinclair:—

Madame—Previously to the receipt of your note of the 11th inst. a letter had been received from Mr. Sedley of the same date, which determined me to take no further action in your behalf in any business whatever.

When on the eve of addressing you an announcement to this effect I received your note of the 13th inst., enclosing a letter addressed to yourself from James B. Taylor, Esq., of the same date.

The threatening tenor of both Mr. Sedley's and Mr. Taylor's letters necessarily precludes all further correspondence on the subjects to which those letters relate.

Whatever of evil or unpleasantness to any one concerned may eventually result from this new phase of the Forrest divorce case, I have determined not to submit to injustice, by whatever hands it may be attempted.

I shall, therefore, await with patience the commencement of the threatened hostilities, and defend myself against them as the justice of the case may require. Your obedient servant,

NELSON CHASE.

A REMARKABLE CASE.

Yesterday, in Judge Gildersleeve's court, John Simons withdrew a charge of felonious assault made by him against William Duggan on March 13. The prisoner, Duggan, found the complainant, Simons, engaged in the ennobling sport of kicking an unmarried woman, named Mary Jane Sherlock. Duggan gave Simons a very severe beating and was committed for trial, Simons being held in the House of Detention as witness. Curiously enough, the prisoner, Duggan, never thought of telling why he had beaten Simons so severely. To-day the case was called and the charge withdrawn. After Simons had been congratulated by his friends on his discharge from the House of Detention Captain Williams walked up to him and said, "Clancy, I want you." "What for?" "For murder." "It's all a put up job," said Clancy, alias Simons. The story is very briefly told. The injured woman was taken ill and removed to Charity Hospital, where she was delivered of a dead child. The doctor, upon learning the circumstances of the case, refused a death certificate, and referred the case to Coroner Woltman, who committed Clancy to the Tombs without bail to await the action of the Grand Jury.

LOST OR STOLEN BONDS.

For a long time it has been whispered in Wall street circles that a large amount of Union Pacific and United States government bonds, belonging to and figuring in the assets of the company were mislaid, lost or stolen. By some the amount involved was placed at $1,000,000, but latterly the figures were given with greater exactitude, viz., $247,000 of the First Mortgage Union Pacific bonds, and $110,000 United States six per cents. A Washington lawyer about two years since made a proposition through one of the directors to discover the missing property, and to compel its restoration by parties illegally holding the same. The company's loss, it is said, was incurred during the removal of the safes and property from New York to Boston during the famous Fisk suits and in the confusion which followed the removal of the company's offices to Boston.

A Herald reporter yesterday called at the office of the Union Pacific Railroad, No. 25 Nassau street, to see the president, Mr. Sidney Dillon, in regard to the stories afloat about the missing property. Mr. Dillon had not returned from Washington—whither he had gone on some business connected with the company—but Mr. Ham, of Ham Brothers & Co., whose name had been mentioned in connection with the missing bonds, consented to tell all he knew about the matter for the benefit of the readers of the Herald. He said:—"This is not the company's side of the story. Undoubtedly there are some missing bonds, and it is not certain where they are at present. Mr. Spence was a former bookkeeper of the Union Pacific Railroad, and it is under his direction and by his instigation that this scandal has been set afloat. A short time since it was proposed by the company that the whole matter should be referred to some fair, outside lawyer entirely disconnected with the company or the parties pursuing the investigation, in order to arrive at some determination in regard to the whereabouts of the missing property. This was refused by the investigators. Now Mr. Spence and his lawyers are working up the case in order to receive a commission on the amount recovered and not from any public spirited reasons. As to the division of the bonds between Mr. Dillon, Mr. Crane and myself that is an absurdity. I prefer to say nothing further, because there is a possibility of a Congressional investigation."

INTERNATIONAL RIFLE MATCH.

The Executive Committee of the Amateur Rifle Club met at No. 93 Nassau street yesterday, Colonel C. B. Mitchell in the chair. The resignation of Mr. G. S. Schermerhorn as secretary was accepted and Major Joseph Holland substituted in his stead. The principal business was the consideration of a reply to the challenge of the Irish riflemen for another match between Ireland and the United States. A resolution was passed accepting the challenge and directing the secretary to acknowledge the receipt of the letter. The official challenge is as follows:—

Irish Rifle Association, No. 110 Grafton Street, Dublin, March 22, 1876.

My Dear Sir—I have been requested to acquaint you that at a meeting of the Irish Rifle Association, held this day, the following resolution was unanimously adopted—viz.:—

Resolved, That a challenge be sent to the riflemen of America (through the Amateur Rifle Club of New York) to shoot a return match on similar terms to those already shot at Creedmoor in 1874 and Dollymount in 1875, save as to targets and rifles, which are to be Creedmoor targets and "any rifles," according to Creedmoor rules, the match to take place as soon as possible after the conclusion of the Centennial matches.

May I request you will be so good as to lay this communication before your club and accept it as the challenge which my association desires to offer.

I am, my dear sir, most truly yours,

HENRY H. FOSTER, Honorary Secretary.

To the Secretary Amateur Rifle Club, New York.

The bull's-eye trophy offered for competition by Mr. Leonard Geiger, of Hudson, N. Y., was accepted, and Saturday next agreed on as the time for the first competition, Major Joseph Holland acting as executive officer, the shooting to begin at eleven o'clock A. M. sharp. Entries can be made on the range till that time. The match is open to all comers; distances 800, 900 and 1,000 yards; firing to begin at 1,000 yards, at which range 20 shots will be fired; then at 900 yards, where 15 shots will be fired, closing at 800 yards with 10 shots; no sighting shots; entrance fee, $1; badge to go to the competitor having the greatest number of bull's-eyes at the respective ranges; to be won three times before becoming property of winner.

THE COURTS.

The Injunction Against the New York Elevated Railroad.

Important Decision by Chief Justice Daly.

When Judge Van Brunt granted a temporary injunction against the Elevated Railroad restraining it from constructing a turnout and excavating for that purpose the vault in front of the Pacific Hotel in Greenwich street, such injunction having been obtained through application on behalf of Mr. John Patten, the owner of the hotel, an incipient riot, which seemed imminent, was effectually nipped in the bud. An important question, of course, was whether this injunction would be sustained. A few days since the case came up for argument before Chief Justice Daly in Special Term of the Court of Common Pleas. A decision in the matter was given yesterday continuing the injunction. Judge Daly has written a lengthy opinion, but the material points are embodied in the epitomization of it given below.

Judge Daly opens his opinion with reciting the facts of the case, as heretofore published. He then traces the title to the land on which the Pacific Hotel is situated to 1743, when the same was owned by Derrick Dey, with particular reference to plaintiff's right of property in the vault, and then shows that the right to the use of such vault cannot be taken away or interfered with, except by authority of law. He decides that no such authority of law exists in the present case, particularly as such interference with the vault was attempted to be made without compensation to the plaintiff; that the latter is entitled to the injunction asked for. Having settled the preliminary point he next discussed the question whether the railroad company have any right to construct the turnout in question. In this connection he cites the act under which what was known as "The West Side and Yonkers Patent Railroad Company" was incorporated in 1867, the progress of experiments made under such act and the various supplementary acts, and finally, the act under which the present company was incorporated, giving increased privileges and franchises to the present company, which had acquired by purchase under a mortgage foreclosure and sale and other transfers all the rights, powers, privileges and franchises of the original company. He claims, however, that the present corporation attempted to avail itself of its alleged right under the act of June 17, 1875, in direct disregard of the important provision in the amended constitution of 1875, which took effect on the 1st of January of that year. From this point the opinion proceeds as follows:—The seventeenth section of article 3 of the amended constitution declares that "no act shall be passed which shall provide that any existing law or any part thereof shall be made or deemed a part of said act or which shall enact that any existing law, or any part thereof, shall be applicable except by inserting it in such act." Now, this act of 1875 declares, in general terms, that the present corporation is confirmed in the possession and enjoyment of the rights, powers, privileges and franchises conferred upon the former corporation by the acts of 1867 and 1868 as fully and at large as they were granted by the aforesaid acts. It authorized the present corporation to construct and complete one track with turnouts to side tracks of its elevated railroad within five years, along and over the streets and places "specified and permitted in the aforementioned acts, in the mode, manner and form prescribed by said acts." Here these acts, or many parts of them, are made applicable without inserting the laws or the parts made applicable, as the amended constitution requires. The parts of the previous laws conferring the rights, powers, privileges and franchises referred to and the parts specifying the streets and places along and over which a railroad was permitted by these acts to be constructed, and prescribing the mode, manner and form of it, are not inserted. In other words, an attempt is made by this enactment to make important revisions of these acts applicable without inserting them, which the amended constitution declares cannot be done, and all the legislation, therefore, was unconstitutional and void. The power to construct the turnout, which the defendants are about to build in front of the plaintiff's hotel, and, indeed, their whole authority to construct a railroad in Greenwich street or in any other street of the city, rests entirely upon these provisions in the act of 1875, provisions enacted in direct violation of the prohibition in the amended constitution, and therefore wholly void. There is an implied recognition of the defendant's right to build and extend the road along Greenwich street and Ninth avenue to Harlem contained in the prohibition of the seventh section of this act of 1875, which declares that they shall not build or extend their road along any other streets or avenues. But this was meant to be and necessarily must be taken in connection with the previous affirmative provision enacted to confer the power upon the defendants to build and extend the road over and along Greenwich street and Ninth avenue, and if that affirmative provision is void because it was enacted in a mode forbidden by the constitution, this implied recognition, which is not an active clause or grant, will not, in my judgment, suffice to confer the power. I feel the importance of the constitutionality of these acts and am fully impressed with what has been urged upon the argument—the great benefit to the public of this road as a means of rapid transit. But the plaintiff has brought before the courts not only the question of the rights of the defendants to enter upon his vault, but also their right to build any turnout at all in front of his hotel, upon the ground that that portion of the act of the Legislature which is relied upon as comprising authority to do so is unconstitutional and void. The preliminary injunction granted by Judge Van Brunt restrains the defendants from doing either, and, after a careful examination of the question, I can come to no other conclusion than that the defendants have no right to interfere with the plaintiff's vault and derive no authority whatever from the act in question to construct the turnout in front of his premises. The preliminary injunction must therefore be maintained and made permanent.

DEATH THROUGH NEGLIGENCE.

An important question touching the construction of the law giving damages for death by negligence was argued yesterday before Chief Justice Daly at Special Term of the Court of Common Pleas. In September, 1872, Joseph Wood, an employé of Williams & Guion, was accidentally killed on board of one of their steamers, while she was taking in cargo, by reason of the hoisting apparatus becoming detached and falling upon him. Suit was brought by the widow of the deceased against the steamship company for $5,000 damages. The defendants, in their pleadings to the complaint, set up, as a bar, that the action should have been brought within two years from the time of the death of Joseph Wood, and Mr. Nash, their counsel, maintained that the statute as last amended in 1870 expressly limits, as did the two prior statutes of 1847 and 1849, the right to bring the action within two years after the death of the party. To this plea the plaintiff entered a demurrer, claiming that the limitation in question expressly provided by the laws of 1847 and 1849, was repealed by implication by the act of 1870. Mr. Gearon, counsel for the plaintiff, further argued that the Legislature had, by their enactment of 1870, so altered the law that the limitation therein applied only to the right to recover interest on the verdict where the suit is brought within two years, and that the special limitation contained in the Laws of 1847 and 1849 having thus been repealed, the general statute of limitations governing "actions upon a liability created by statute other than a penalty or forfeiture" applied to this case so far as to the time within which the action should be brought—namely, six years after the right of action accrued.

Judge Daly intimated that the question of the construction was a close one, and as there had been no reported adjudication of it as yet in the courts he would take the briefs of counsel and reserve his decision. As the parties seem disposed to settle the question definitively the case will probably go to the Court of Appeals before the litigation is ended.

THE SAFE BURGLARY.

Mr. Thomas P. Somerville, a lawyer, of this city, arrested on Saturday evening last on the charge of having been concerned in the "safe burglary" in Washington and allowed to go on his own recognizance, appeared yesterday, before the United States Commissioner and was discharged. He was, however, immediately rearrested on a fresh warrant based on an affidavit made by Assistant District Attorney Foster, setting forth that he has been indicted in the Supreme Court of the District of Columbia for having aided in the robbery of District Attorney Harrington's office on April 17, 1874. Mr. Somerville was subpoenaed before the Judiciary Committee of the House of Representatives, and was in Washington last week, but was allowed to return here to hold himself in readiness to answer a telegram. He did not, however, plead his privilege, but submitted to arrest and gave bail in $5,000 before Judge Blatchford.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Barrett.

Rapelye vs. Wright et al.—The complaints in these actions are wanting.

Matter of Wolff Neuman (a lunatic).—The order as originally settled must stand, except as to the referee, and I have appointed a gentleman in accordance with the wishes of the parties.

The Mitchell and Rammelsberg Furniture Company vs. Lighthill.—Application denied. It is not usual, where so many years have been permitted to elapse without action, to grant an order of arrest. Besides, the case is weak as to the falsity of the representations, and the undertaking is insufficient in amount and bad in the affidavit.

Bassford, &c., vs. Kohler.—The application that the money be directly paid over must be denied.

Dorn vs. Williams.—The referee's report must be confirmed except as to the bond, to which I do not think the attorney has shown himself entitled. A substitution must be ordered, unconditional, but without prejudice to any rights or claims which the attorney may have under the agreement.

Mark et al. vs. Ombersen.—Upon the plaintiff within five days bringing into court the amount tendered by them the injunction must be continued pendente lite. The plaintiffs have made out a fair case for a trial as to disputed items, and ought not to be placed in such a position that, if successful upon the trial, such success would not avail them.

By Judge Lawrence.

McKee vs. Chenery.—Complaint is dismissed with costs. Opinion.

Ratzer vs. Ratzer.—I think that the motion for a new trial should be denied after examining the evidence. It is quite apparent that there was sufficient testimony beside that of Felix Ratzer to have justified the Court in rendering judgment for the plaintiff. The testimony of Felix was cumulative, and I am not satisfied that the new evidence would probably produce a different result. Motion denied with costs. (See 42 Barb., 24; 8 Abbott, N. S., 205 and 2 Abbott, N. S., 164.)

By Judge Donohue.

Matter of the application of the Department of Public Works for and on behalf of the Mayor, Aldermen and Commonalty of the city of New York relative to the laying out, widening and straightening of Kingsbridge road, northerly from the southerly line of 155th street to the Harlem River.—Report confirmed.

Matter of Lyon vs. Eldridge.—Order denying motion for stay of proceedings, &c.

Stewart, &c., vs. Clowes et al.—Objections sustained.

Littauer vs. Goldman.—Let the motion be heard on the merits.

The Empire Building and Mutual Loan Association vs. Stevens.—The referee fails to follow the order of reference, and it must be referred back.

Goldman vs. Mertz.—Denied.

Amerman vs. Bartow et al.; McGlynn vs. Marshall.—Motions denied. Memorandums.

Devlin vs. Shannon et al.; Smith vs. Dunn; Grant vs. Jones; Gaylor vs. George et al.; The People's Bank vs. Holmes; Sterne, &c., vs. White; Smith vs. Squire.—Motions denied.

Matter of Hurd, &c.; Matter of Hurd, &c.; Wood vs. Mulock et al.; Marlier vs. Marlier; Matter of Schoenwaltz; Ryan vs. Ryan.—Orders granted.

Carpenter vs. Van Pelt; Gano, &c., vs. McCunn; Elmendorf vs. The Globe Fire Insurance Company of Chicago, Ill.—Motions granted.

Meaker vs. Bissell.—Motions granted. Memorandum.

Morton vs. Abernethy et al.—Opinion.

Matter of the petition of the United States Trust Company of New York as general guardian of John Armstrong, Chandler et al.; Smith vs. Armstrong; Slosson, &c., vs. Schrady et al.; Thayer vs. Bassett; The German Savings Bank vs. Bartow et al.—Granted.

SUPREME COURT—CIRCUIT—PART 2.

By Judge Van Vorst.

Lilienthal vs. The Ocean National Bank et al.—Motion granted, &c.

SUPREME COURT—SPECIAL TERM.

By Judge Donohue.

Herrick vs. Smith.—Case settled.

Steinway et al. vs. Steinway et al.—Findings and decree signed.

Marvin vs. Prentice et al.—Judgment for plaintiff.

By Judge Westbrook.

Flint vs. Heminway.—Findings settled.

By Judge Van Vorst.

Stahlin vs. McGinnis et al.—Findings settled.

Bell vs. The Mayor, &c.—Judgment for the defendant on the demurrer, with liberty to plaintiff to amend on terms.

Cannoni vs. Ruck et al.—Judgment for plaintiff. Opinion.

By Judge Larremore.

The Central Railroad Company of New Jersey vs. The Rockland County National Bank.—Judgment for plaintiff for return of the bond. Opinion.

By Judge Van Brunt.

Losee vs. Matthews.—Findings settled.

SUPERIOR COURT—SPECIAL TERM.

By Chief Justice Monell.

Weed vs. The Mutual Benefit Life Insurance Company.—Case and exceptions ordered on file.

By Judge Speir.

Weiss vs. Brennan; Byrne vs. Ferris et al.; Gaus vs. The Mayor, &c.; Crawford vs. Sanford; Lord et al. vs. Thompson; Koch et al. vs. White et al.; Matthews et al. vs. Muller; Cothran et al. vs. The Hanover National Bank; Pleischhauer vs. Meister; Hatch vs. Dillon et al.; Kidder et al. vs. Tyler, &c.; Galway vs. Murphy.—Orders granted.

COMMON PLEAS—SPECIAL TERM.

By Judge C. P. Daly.

Patten vs. The Elevated Railroad Company.—Injunction sustained and made permanent. Opinion.

By Judge Van Brunt.

Brander vs. Poerschke.—Findings settled. Patterson vs. Brennan.—Sureties upon undertaking not approved. The first who justifies does not show sufficient property; the second is not a freeholder or householder.

Brueckle vs. Brueckle.—See memorandum on margin.

COURT CALENDARS—THIS DAY.

Supreme Court—Chambers—Held by Judge Barrett.—Nos. 22, 24, 31, 33, 51, 75, 93, 94, 95.—Call 107 to 250 inclusive.

Supreme Court—Special Term—Held by Judge Van Vorst.—Demurrers—Nos. 6, 7. Law and fact—Nos. 55, 19, 414, 220, 318, 338, 340, 348, 349, 352, 355, 357, 359, 351, 362, 363, 367, 369, 371, 372, 373, 375, 376, 51, 386, 469, 390, 391, 392, 393, 394, 395.

Supreme Court—Circuit—Part 1—Held by Judge Lawrence.—Nos. 633, 1279, 2025, 1059, 2524, 2525, 1353, 1359, 1385, 1389, 1403, 847, 357, 2783, 1481, 1485, 1487, 1489, 1493, 1495. Part 2—Held by Judge Dykeman.—Nos. 860, 893, 1448, 2338, 1772½, 1386, 1824, 1258, 1026½, 1125½, 736, 2404, 1404, 1422, 1318, 872, 2110, 1442, 2808, 2858, 1368, 2848, 1320, 698, 1011, 1436, 1437, 226. Part 3—Held by Judge Larremore.—Nos. 863, 673, 1733, 2489, 1237, 2537, 1697, 325½, 171½, 175½, 933, 621, 1721, 1809, 301, 693, 691, 950, 575½, 1185½, 2416, 670, 323, 15, 625, 1291.

Superior Court—General Term.—Adjourned *sine die*.

Superior Court—Special Term—Held by Judge Speir.—Demurrer—No. 2. Issues of fact—Nos. 31, 18, 39, 6, 17.

Superior Court—Trial Term—Part 1—Held by Judge Monell.—Nos. 1531, 627, 865, 679, 975, 879, 407, 839, 791, 331, 889, 899, 901, 965, 931. Part 2—Held by Judge Sedgwick.—Nos. 716, 1026, 1675, 981, 1847, 1005, 674, 1534, 297, 741, 1028, 949, 869, 856, 889, 775, 788, 712, 650.

Common Pleas—Trial Term—Part 1—Held by Judge Van Hoesen.—Nos. 1111½, 969, 1098, 1618, 1692, 1530, 1540, 2071, 1693½, 670½, 2122, 1784, 1528, 1755, 1613, 2074, 2078, 1522½, 1705, 1131, 1261, 1033, 2114, 1811, 1751½, 1999, 956½. Part 2—Held by Judge Van Brunt.—Nos. 1454, 2450, 219, 1445, 1676, 997, 1802, 1804, 2089, 1415, 1478, 1717, 2021, 2020, 2445, 1810, 1812, 1814, 2100. Part 3—Held by Judge J. F. Daly.—Nos. 1903, 1906, 2050, 1654, 1405, 1846, 1899, 1900, 1902, 1904, 1658, 1822, 1991, 2007, 2045, 2093, 2094, 2095, 2096, 2097.

Court of Common Pleas—Equity Term—Held by Judge C. P. Daly.—Nos. 4, 5, 11, 12.

Marine Court—Trial Term—Part 1—Held by Judge Alker.—Nos. 5393, 4006, 1483, 4014, 3984, 3157, 7407, 2571, 3110, 3360, 3418, 3925, 4661, 7365, 4054. Part 2—Held by Judge Sheridan.—Nos. 5640, 2624, 7082, 4427, 2951, 2780, 5232, 5768, 7047, 7328, 3440, 5522, 6179, 7118, 7403. Part 3—Held by Judge Shea.—Nos. 6792, 5784, 7193, 6224, 4955, 7243, 8296, 7142, 6786, 6796, 6817, 6897, 6636, 3896, 3107.

Court of General Sessions—Held by Judge Gildersleeve.—The People vs. Henry Cole, forgery; Same vs. James Flannigan, robbery; Same vs. John Riley, petit larceny.

SUMMARY OF LAW CASES.

Judge Donohue yesterday appointed Mr. Townsend Cox receiver of the insolvent Greer-Turner Sugar Refining Company. Mr. Cox filed a bond in the sum of $20,000.

The case of Leopold Nettle and Seigsmund Nettle, the alleged Austrian forgers, was before Judge Barrett in Supreme Court, Chambers, yesterday, on a motion to vacate the attachment on the ground that the defendants were residents of this State and intended to remain here. The motion was denied.

Under remittiturs from the Court of Appeals yesterday, filed in the County Clerk's office, the Board of Revision and Correction of Assessments, consisting of Comptroller Green, Recorder Hackett and Corporation Counsel Whitney, are directed to allow awards to Ellen M. Yelverton, Edward Colegrove, James M. C. Tytler, Thomas Tous and Eliza Davis, property owners claiming to be injured by the change of grade of 123d street.

Surrogate Calvin opened the court yesterday for the transaction of business. There was a great rush of counsel, principals and witnesses in the numerous suits that are awaiting hearing on the docket of the court. The session was principally occupied in hearing motions and fixing days for the trial of contested causes.

In the Superior Court yesterday, before Chief Justice Monell, there was brought to trial the suit of William H. Buckley, by his guardian, against the New York and Harlem Railroad Company. The complainant, a boy nine years old, by the sudden starting of a train had one of his hands crushed. Fifteen thousand dollars damages was sued for. The complaint was dismissed on the ground that the company, under the circumstances, was not liable.

Dan Mace has brought suit against Gardner A. Sage, Jr., to recover $4,000, claimed to be due on the purchase of a trotting horse sold for $7,000 to the defendant. The trial of the case began yesterday before Judge Dykeman, holding Supreme Court, Circuit. The case is a good deal mixed, like many horse trades, and the trial will probably last two or three days.

Before Judge Lawrence, holding Supreme Court, Circuit, there was tried yesterday—a jury by consent being waived—a suit brought by John B. Leverich against the city to recover $26,365 for repairs to streets between June 1 and August 31, 1871, under direction of the Commissioner of Public Works. After hearing the testimony Judge Lawrence reserved his decision. At a former trial the complaint was dismissed, but the General Term ordered a new trial.

A litigated life policy occupied yesterday the attention of Judge J. F. Daly in the Court of Common Pleas. In March, 1868, Nelson H. Murrey obtained an insurance for $10,000 on his life in the World Mutual Life Insurance Company, and died on the 8th of April following. The defence to a suit brought to recover the amount of the policy is that incorrect answers were given to the questions of the examining physician of the company. The deceased had obtained insurance for the same sums in the Home, Brooklyn and Union Mutual Life Insurance Companies.

COURT OF APPEALS.

ALBANY, April 17, 1876.

The following arguments were heard to-day:—

No. 120. William H. Parsons and others, respondents, vs. James Sutton and another, appellants.—Argued by Thomas Darlington for appellants, John E. Parsons for respondents.

No. 145. Bailey Hascall, respondent, vs. The Life Assurance Society of America, appellants.—Argued by Carlisle Norwood for appellants, John E. Parsons for respondent.

No. 153. William Leetch, respondent, vs. The Atlantic Mutual Insurance Company, appellants.—Argued by S. Hand and W. G. Choate for appellants, W. J. A. Fuller and S. L. Fancher for respondent.

CALENDAR FOR TUESDAY.

Nos. 152, 111, 164, 44, 100, 81, 82, 83.