THE COURTS.

Renewed Reminiscences of the Old "Ring" Days.

Garvey's and Keyser's Answers in the Devlin Suit.

JUDGE LAWRENCE ON CONGRESSIONAL LOBBYING.

Another Contest on Dramatic Authorship.

In the suit brought by Charles E. Devlin against the city, the people of the State, Garvey, Keyser, Tweed and others, to compel the return of all moneys taken by the members of the Tweed Ring from the public treasury, an answer was served yesterday on the part of Andrew J. Garvey. As already published in the HERALD, answers were some time since put in on behalf of the city and State by the Corporation Counsel and Attorney General. Garvey, as appears by his answer now put in, is willing to restore his share of the plunder as soon as the amount can be ascertained. The document, after setting out the title of the suit, proceeds as follows:—The defendant, Andrew J. Garvey, by James W. Cairns, his attorney, answering the complaint of the plaintiff in above entitled action, respectfully shows to the Court that defendant admits the allegations contained in the first article of the complaint; that defendant denies that in the year 1869, or at any other time, he entered into a conspiracy with John H. Keyser, Richard B. Connolly, James H. Ingersoll and James Watson, or with any or either of them, as alleged in the second article of the complaint herein, or otherwise or at all. Defendant admits and alleges that at said time a conspiracy was entered into to effect the purposes in the said article of the said complaint alleged by the defendant Richard B. Connolly and the said James Watson and two other persons not named in said complaint, to wit:—William M. Tweed and Peter B. Sweeny. Also that during the years 1869, 1870 and part of the year 1871, the said Connolly, Watson, Tweed and Sweeny were respectively office-holders of and in the city and county of New York, that is to say:—The said Tweed was Deputy Street Commissioner, Commissioner of Public Works and member of the Board of Supervisors; the said Connolly was Comptroller of the city of New York; the said Sweeny was a Commissioner of Public Parks and Chamberlain of the city of New York, and the said James Watson was a subordinate as County Auditor in the Department of Finance under the said Connolly, Comptroller as aforesaid, pursuant to ordinances of the said Supervisors; and, also, that the said Tweed, Connolly and Sweeny had usurped and acquired the control of the government of the city and county of New York and controlled the auditing and payment of all bills and claims against either of the said city or county governments, and that said Watson was under their power and subject to their control and in all things subservient to their will and purposes; and also that this defendant had heretofore furnished goods and done work for the defendants, the Mayor, Aldermen and Commonalty of the city of New York, and the Board of Supervisors of the county of New York, respectively; and, also, that pursuant to the conspiracy in this answer above alleged, various pretended claims, some of them against the said county, and others against the said Mayor, Aldermen and Commonalty, were by the said conspirators, or some of them in the interest of others, fabricated and payment thereof procured from the treasuries of the said county and city respectively, amounting to several millions of dollars from each; that this defendant was required by the said conspirators, and did, in order to obtain money due to him for services actually rendered and goods actually delivered, fabricate and present false, fictitious and fraudulent bills, which said bills so presented were in some formal, but illegal, manner certified to be audited, and were paid out of the said city and county treasuries respectively, and the money so paid thereon divided among the said conspirators; and, also, that in the summer and autumn of 1871 the Board of Supervisors of the county of New York and the Mayor, Aldermen and Commonalty of the city of New York were, in fact, under the absolute control and dominion of the said conspirators, and that A. Oakey Hall was Mayor of the city of New York, and was in the confidence and under the control of the said conspirators; that the defendant Charles S. Fairchild is Attorney General of the State of New York, but first became such by election on the 1st day of January, 1876, and not before; and also that the defendant William C. Whitney is Counsel to the Corporation of the city of New York, but first became such by appointment in August, 1875, and not before. Defendant admits that he has some property and that the defendants, Keyser, Connolly and Ingersoll also have some property, but as to the amount thereof possessed by said Keyser, Connolly or Ingersoll this defendant has no knowledge or information sufficient to form a belief. Defendant admits that in the year 1872 an assignment of property was made by the defendant Keyser to defendant Schultz, but of the terms and conditions and contents of said assignment, or as to whether the same was accepted by said Schultz, or as to whether said Schultz has received a large or any amount of money or property thereunder, or as to whether he has paid over anything to the said county or city or either of them, defendant has no knowledge or information sufficient to form a belief. Defendant admits that a suit was commenced and judgment recovered against Margaret Watson, administratrix of James Watson, deceased, as in said complaint alleged, and that a large part of such judgment has been collected from said Margaret Watson as such administratrix. Defendant alleges that he is and has been ready and willing to account with the public authorities and to pay all sums that may be found properly due and owing from him so soon as said accounting can be properly made and the amount ascertained. Wherefore defendant demands that the complaint be dismissed, with costs.

The foregoing answer is sworn to by Garvey in person as being true of his own knowledge except the matters therein stated to be on information and belief, and as to those matters he believes it to be true.

The answer on the part of Keyser, now in course of preparation by Mr. Cairns, his attorney, also is substantially the same as that of Garvey, alleging only in addition thereto the fact that he had made an assignment in trust to Jackson S. Schultz for the benefit of the city and county; that the latter refused to accept the assignment so made, and thereupon Mr. Schultz reassigned the property to him (Keyser). Accompanying both answers is an affidavit of merits, in which the defendants swear that after having fully and fairly stated their respective cases to their counsel they are advised that they have a good defence to the action on the merits.

While both Garvey and Keyser put in the above answers, and while they are compelled to defend the actions brought in this form, neither, it is alleged, seeks to avoid a settlement with the city when the amount due by them is properly ascertained.

LEGISLATIVE LOBBYING.

Several years ago Richard Chenery had a claim against the United States government for $8,000 on a beef contract. Supposing evidently that it would be a difficult if not an impossible matter to get his claim allowed without some lobby influence in the case, he employed the services of Roderick McKee. It was agreed that Mr. McKee, if he was successful in obtaining the money, should receive ten per cent of the amount. Mr. McKee, as he alleges, went to work and got a special bill in regard to the claim passed through Congress. Meantime two agreements were drawn up between the parties to avoid any subsequent misunderstandings. In one of these agreements it was stipulated that Mr. Chenery should pay to Mr. McKee $1,000 which the latter had advanced in payment of a subscription by Mr. Chenery for the benefit of the Calvary Presbyterian church in San Francisco. This money was paid, but $800, claimed to be due as commission for obtaining from the government the money on the beef contract, was not paid, and, furthermore, Mr. Chenery refused to pay it. The result was a suit. Mr. Chenery claimed that the written agreements were obtained through fraud and that the whole contract was in consequence void. The case came up for hearing before Judge Lawrence in the Supreme Court. A decision was given yesterday in which Judge Lawrence dismisses the complaint.

PACIFIC MAIL COMPANY'S BOOKS.

In Supreme Court, Chambers, yesterday, Judge Barrett granted an order to show cause against Sydney Dillon, President of the Pacific Mail Steamship Company, and Ed. King, President of the Union Trust Company, why a peremptory mandamus should not issue compelling the defendants to allow Rufus Hatch, the plaintiff, free access to all the books and papers of the Pacific Mail Steamship Company. It is claimed by the plaintiff that this free access to the books is important for the interest of the stockholders and to enable him to perform his duties as a director, and that such access was refused by Mr. Dillon and Mr. King, who claim that the transfer books are deposited with the Union Trust Company, and are not allowed to be inspected without an order from Mr. Dillon. The order was made returnable on next Monday.

SUMMARY OF LAW CASES.

Henry N. Munn was yesterday fined $100 by Judge Wallace for non-attendance as a juror.

The long contest over the will of the late Alfred Barmore has at last reached a termination, through its admission to probate yesterday by Surrogate Calvin.

The retrial of the suit of Captain Samuels against the *Evening Mail* for damages for alleged libel was commenced yesterday before Judge Larremore, holding Supreme Court, Circuit.

Chief Justice Daly yesterday denied an application for alimony and counsel fee in the suit for divorce brought by Mary A. Davis against Samuel H. C. Davis. The ground of denial was the fact that the defendant is supported by his father and without means of his own.

In the suit of John Anchiaclous against Collector Arthur to recover an excess of duties in a lot of imported tin, which has been on trial for several days past in the United States Circuit Court, a verdict was yesterday rendered for the plaintiff for $1,058 76.

In the case of the United States against Frank L. Talcott, in the United States District Court, a verdict was ordered for plaintiff for $398 14. The suit was brought against Charles H. Dennison, as Acting Assistant Paymaster United States Navy, and S. W. Gilbert and F. L. Talcott, his sureties, for deficiency in his accounts in settlement.

Before Judge Van Hoesen, of the Court of Common Pleas, there was tried yesterday, for the third time, the old suit of Joseph Agate vs. Abram Lowendem and Henry Morrison for $10,000 damages on account or removing the partitions in the Worden Hotel, on Broadway, and converting the building into lofts. The building was leased for ten years, at $11,500 a year, and, the hotel not paying, the partitions were removed and the building devoted to other uses. It was claimed that these alterations were allowable under a covenant in the lease granting such alterations as should be deemed proper, provided the premises were not injured. The Court ordered a sealed verdict.

Henry M. Strauss has brought suit against the North German Lloyd line of steamers for $3,800 damages for loss of baggage when the steamer Union was wrecked in November, 1872, off the coast of Scotland. The trial began yesterday before Judge Van Hoesen, of the Court of Common Pleas, and the case will be summed up this morning.

Otto Alborn recently obtained his discharge in insolvency from Judge Speir. It is claimed that the discharge was obtained by fraud, and Alborn, who on this charge was arrested was yesterday brought before Judge Barrett, in Supreme Court, Chambers, on a writ of habeas corpus for a final discharge. After hearing the argument Judge Barrett took the papers, reserving his decision.

In the General Sessions yesterday, before Judge Sutherland, application was made for a new trial of James B. Commerford, the convicted forger. Henry B. Cole pleaded not guilty to a charge of uttering forged school bonds of Allentown, Pa., and will be tried to-day. Jacob Cohen, recently convicted of receiving stolen goods, was sent to State Prison for one year. John Rielly, convicted of picking pockets, was sent to Sing Sing for eighteen months. Henry P. Kirke, John Murphy and Thomas Tobin pleaded guilty to burglary in the third degree and were each sentenced to State Prison for one year.

In the Court of Common Pleas, before Judge Van Brunt, yesterday, there was commenced the trial of the suit brought by Anton receiver, against Mary Adolphi, administratrix, to recover on a note for $1,000, the defendant's husband having died on the day the note matured. Messrs. Baker and Russell appeared for the plaintiff, and Messrs. Fransioli, Tilney & Mosher for the defendant. In the same court a verdict for $5,500 was given for the plaintiff in the suit of Leopold Schipp against Joseph Augustori for damages for non fulfilment of a contract for delivery of cocanuts, the facts of which have been published.

The suit of Messrs. Isaac Carrelle and George Rabel against Sneridan Shook and A. M. Palmer, of the Union Square Theatre, was brought before Judge Johnston yesterday in the United States Circuit Court. The plaintiffs moved for an injunction to restrain the defendants from continuing the representation of the play of "Ferreol." The Court took the papers and reserved decision.

Suit was brought in the United States District Court yesterday against John J. Shillenger, the inventor of the concrete pavement, to recover an income tax, alleged to be due for 1871. It appeared on the trial of the case that the defendant's cash receipts for 1871, after deducting expenses, was less than $2,000, exemption allowed by law; but a tax was claimed on account of profits on the business transactions of the defendant for that year, and for which defendant took notes due in 1872, after the repeal of the law. Judge Blatchford directed a verdict for defendant.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Barrett.

Koehler vs. Rosenstrauss.—It would be a hardship to mulct the plaintiff, who has acted in good faith, with anything beyond the already heavy costs. Motion denied without costs.

Harrington vs. Atwood.—Sureties approved and order granted.

French vs. Raymond, et al.—Upon plaintiff filing an affidavit showing that cause is on the general calendar and has been noticed for trial he may take his order.

Tradesmen's National Bank vs. Beach.—Upon plaintiff filing an affidavit that cause is on the general calendar the motion must be granted.

Haudreu, &c., vs. Weir.—I have selected Mr. Home in view of the statement that the defendants do not object to any of the names presented.

Oppenheimer vs. Rogers.—Mr. Untermeyer's affidavit should be verified before the order is entered.

Miller vs. Cornich.—Motion granted and referred to referee agreed upon by the parties.

Haberman vs. Witters.—Judgment granted. I think a reference unnecessary.

The North River Bank vs. Currier.—Motion granted and reference ordered to John N. Lewis.

Korman vs. Falk (No 1).—Judgment granted and referred to sell to referee who was appointed to compute.

Mears vs. Freed.—Upon plaintiff's furnishing an undertaking, with a good surety in $500, the application will be granted, but the order must be made returnable next Monday.

Witchwich vs. Gettinger.—The receiver's account is not sworn to. There is no proof that the debts are all the sums collected nor that the credits are all the sums paid out; nor is the receiver before the Court by petition or otherwise; again, the law gives the Court no power to award more than five per cent to the receiver. The plaintiff can pay him what his services are worth if she deems fit.

Korman vs. Falk et al. (No. 2).—Judgment granted and referred to sell to referee, who was appointed to compute.

Matter of Welles.—The applicant should go over the papers and correct the dates both in the original and the copy.

Mayer vs. Hall.—Although the defendant consents I must decline, on these pleadings, to place this cause on the Special Circuit calendar. It looks more like a case for a reference. Motion denied.

Johnson vs. Johnson.—I am not satisfied with the proof of marriage nor with the proof of residence, adultery and service of process.

Wilson vs. Barney.—Application granted.

Leeds vs. Ramson (No. 2).—As the plaintiff sues in a representative capacity and is not shown to have acted in bad faith I do not think, in view of all the facts on the record, that it would be fair to mulct him in an extra allowance. Motion denied, without costs.

Nusbaum vs. Lauferty.—Neither order is in accordance with the decision.

MacKenzie vs. Hyde.—Motion granted upon payment of $10 costs of opposing and upon plaintiff's stipulating to pay all the expenses of the commission, and not to tax the same against the defendant if successful; the trial not to be stayed unless the Judge at Circuit so desires; the commissioner to be agreed upon or the Court to select.

Matter of opening "F" street, from Inwood street to the Boston road.—I desire to hear counsel with respect to this.

Fearing et al. vs. Cornish.—Motion granted, and referred to referee agreed upon by the parties.

Paige vs. Waring.—Extra allowance of three per cent awarded to plaintiff.

Dickerman vs. Robinson, Jr.—Motion to vacate order of arrest granted, without costs, on defendant's stipulating not to sue. Motion to dismiss complaint granted, with costs, unless plaintiff serve a complaint within five days and pay $10 costs.

Schoen vs. Jenny.—Reference ordered to take proof of title.

Levy vs. Hirschfield.—Motion granted upon payment of term fee, costs of motion and disbursements of inquest, the judgment and proceedings themselves to stand as security; or the defendant may, if he desire, give a bond, with one good surety, to pay the judgment, in which case the judgment may be vacated.

Baier vs. The New York Catholic Protectory.—Motion denied on the merits.

McDonald vs. Hullin.—Writ of inquiry granted.

Matter of Sagles.—Commission granted.

Brinkel vs. Campbell.—Motion for reference granted.

Jordan vs. Crosby.—Commission granted.

The Union Petroleum Company vs. The Bliven Oil Company, &c.—Extra allowance of $250 granted.

Hubbard, Jr., vs. The French Manufacturing Company.—Motion granted for third Friday.

Harris vs. Hirsch.—Motion granted for fourth Friday.

Devoe vs. Lyall.—Motion granted for first Friday of May.

Kent vs. Miller.—Motion granted for third Friday.

Davis vs. Warwick; Spring vs. Warwick.—Motions denied.

Chase vs. Sperling; Bayliss vs. Benedict, Nos. 1 and 2; Bayliss vs. Cortelyou, Nos. 1 and 2; Rosenbach vs. McLelland; Hawley vs. Gilmore; Dwyer vs. Falk; Murray vs. Carrabio; Strong vs. Cosine; Astor vs. Lawrence; Lewis vs. Muller; Gollet vs. Daly, No. 7.—Motions granted.

Smith vs. Welber; The Citizens' Savings Bank vs. Thurston et al. (Nos. 1, 2, 3 and 5).—Granted.

SUPREME COURT—CIRCUIT—PART 3.

By Judge Van Vorst.

Gearty vs. The Mayor, &c.—Findings of fact and conclusions of law on judgment for defendant.

COMMON PLEAS—SPECIAL TERM.

By Chief Justice C. P. Daly.

Mary A. Davis vs. S. C. H. Davis.—Motion for alimony denied.

Wanner vs. Kirches et al.—Order signed.

Van Orden vs. Morange.—Motion to open default granted upon payment of $10 costs and witnesses' fees if any attended.

Wood vs. Williams.—Demurrer overruled.

MARINE COURT—CHAMBERS.

By Judge McAdam.

Lehman vs. Goadley.—Motion denied.

Schaller vs. Weicke.—Receiver appointed

Yanger vs. Dahlbender.—Motion to dismiss complaint granted.

Reed vs. Leadley.—Motion to vacate judgment dismissed.

McArdle vs. Lyons.—Order resettled.

Volkening vs. Alcott; Ruigler vs. Gondly; Crum vs. Brounson; Maudle vs. Hughes; Mattlage vs. Worstell; Lewis vs. Wilkens; Poznanski vs. Grunthal (two motions).—Motions to advance causes granted.

Conen vs. Kuhn.—Summons and complaint amended.

Harrison vs. Doughty.—Stay of proceedings granted and security for costs ordered.

Fless vs. Fitzpatrick.—Cause restored to calendar.

By Judge Sheridan

Fulling vs. Yost.—Case settled and filed.

By Chief Justice Shea.

Winans vs. Friedsam; Hart vs. Hunt.—Case settled and filed.

Kautrowitz vs. Garde.—Motion for new trial denied.

Collins vs. Anthony.—Motion denied.

POLICE COURT NOTES.

Complaints having been made by citizens to Judge Duffy, charging disorderly conduct on the part of the inmates of No. 142 Lexington avenue, Captain Murphy, of the Twenty-first precinct, on Monday night arrested the inmates—six women and two men. Mrs. Susan Benson, one of the women, said she was the proprietress of the house, but denied that the character was bad or that its inmates were disorderly. She was held in $1,000 bail to answer, at the Fifty-seventh Street Police Court yesterday. The others were fined various sums.

Charles Koehler in January last attempted to shoot his brother, Philip, of No 869 Second avenue, but the bullet missed its object and passed through Philip's hat. The would-be assassin was arrested yesterday and held for trial at the Fifty-seventh Street Court, on complaint of his brother.

John Hudner, who was committed a week ago to await the result of injuries inflicted by him on William McMahon, No. 331 Tenth avenue, in a barroom quarrel, was yesterday, by Judge Duffy, committed for trial in default of $1,000 bail.

Lawrence Connolly and Edward Dunn set two dogs at each other in the street, and while encouraging them to fight were arrested. The Court considered their conduct reprehensible, and they were held for trial on a charge of cruelty to animals.

Frank Francisco, an Italian musician, was arraigned on a charge of employing a minor to play with him in the public streets. This being a misdemeanor, he was held for trial at the Special Sessions, while the child musician was sent to the House of Detention as a witness.

Richard Spencer, a lodger in the Boys' Lodging House, on East Thirty-fifth street, was held in $1,000 for burglariously entering, on Monday night, the premises No. 145 West 32d st., occupied by Elizabeth Smith, and stealing wearing apparel valued at $58.

Charles Devlin, of No. 12½ Washington street, yesterday called into the liquor store No. 22 Chatham street, and, having regaled himself with two drinks, upon being asked for payment by John H. Leslie, the bartender, drew a revolver, presented it at the latter's head, and, saying, "Take your change out of that," snapped the trigger. The pistol missed fire and he was immediately arrested. He was held to answer.

On Monday evening William Berenson, an employé of the Mutual Benefit Ice Company, seeing three men stealing rope from a barge belonging to the company, lying at the foot of Fourteenth street, North River, hailed the police boat Seneca, which was just passing. The Seneca at once went in pursuit of the thieves, who were in a small boat, and she chased them to the Jersey shore and back to Franklin street, where Captain Irving succeeded in capturing John Carroll. The other two escaped. Carroll was taken before Justice Flammer yesterday and held to answer.

Yesterday forenoon Mrs. Margaret Bechtel, of No. 20 Bayard street, on returning to her apartments at the above number found the door bolted on the inside. Looking through the keyhole she saw a man busily employed in packing up all the wearing apparel in the place. She raised an alarm, and the burglar dropped the bundle and jumped to the sidewalk, a distance of two stories. He then ran down Bayard to Elizabeth street, where he was arrested by Officer Regan, of the Sixth precinct. Justice Flammer held him in $1,000 to answer. The prisoner gave his name as Patrick. He belongs to a Sixth ward gang of thieves.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Barrett.—Nos. 16, 17, 68, 69, 70, 75, 76, 82, 87, 89, 102, 103, 128, 134, 135, 140, 149, 150, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 209, 210, 220, 222. Call 225.

SUPREME COURT—SPECIAL TERM—Held by Judge Van Vorst.—Nos. 55, 19, 230, 318, 338, 340, 352, 355, 357, 359, 362, 367, 369, 371, 372, 373, 375, 376, 51, 386, 392, 393, 396, 397, 398, 399, 400, 402, 404, 405, 406, 407, 408, 409, 410, 411.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Lawrence.—Nos. 633, 1279, 2025, 2847, 1455, 1373, 1059, 2524, 2525, 1353, 1359, 1403, 847, 1485, 1487, 1495, 1475, 1391, 1111, 1425, 1449, 1467, 1451, 2859, 1390, 1425½, 1469, 2720. Part 2—Held by Judge Dykeman.—Nos. 860, 893, 1448, 2338, 1772½, 380, 1824, 1258, 1026½, 1125½, 736, 2404, 1404, 1422, 1318, 872, 2110, 1442, 2808, 2858, 1363, 2848, 1320, 498, 1011, 1436, 1437, 226. Part 3—Held by Judge Larremore.—Nos. 863, 673, 1733, 2489, 1237, 2537, 1697, 171½, 175½, 933, 621, 1721, 301, 691, 950, 1185½, 15, 625, 769, 1809, 1127.

SUPERIOR COURT—SPECIAL TERM—Held by Judge Speir.—No day calendar.

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Chief Justice Monell.—Nos. 1531, 627, 879, 923, 979, 1001, 1479, 935, 939, 941, 953, 983, 1007, 995, 2080. Part 2—Held by Judge Sedgwick.—Nos. 1675, 981, 1847, 1005, 674, 1524, 297, 741, 1028, 949, 869, 856, 889, 788, 712, 650.

COURT OF COMMON PLEAS—EQUITY TERM—Held by Judge C. P. Daly.—Nos. 2, 3, 26, 25, 28, 11, 12.

COMMON PLEAS—TRIAL TERM—Part 1—Held by Judge Van Hoesen.—Nos. 1098, 1618, 1692, 1534, 1539, 1540, 2071, 1693, 2122, 1784, 1528, 1755, 1613, 2328, 2074, 1522½, 1131, 1267, 1638, 2114, 1811, 1751½, 1999, 956½, 1004½, 1589, 705, 2079, 2447. Part 2—Held by Judge Van Brunt.—Nos. 1454, 2450, 219, 1676, 997, 1802, 1804, 2089, 1478, 1810, 1812, 1813, 1825, 1826, 1827, 1837, 2059, 2105, 2106, 2107, 2108. Part 3—Held by Judge J. F. Daly.—Nos. 1908, 1906, 2050, 1654, 1405, 1846, 1899, 1900, 1902, 1904, 1658, 1822, 1991, 2007, 2094, 2095, 1988, 2044, 2102, 2103, 2104.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Alker.—Nos. 3984, 3157, 2571, 3360, 7365, 4054, 3308, 3994, 4395, 3312, 6704, 6820, 2360, 4056, 4058. Part 2—Held by Judge Sheridan.—Nos. 2780, 5522, 7118, 3587, 2810, 7496, 6420, 6534, 5489, 3942, 3480, 4038, 4046, 5849, 1358. Part 3—Held by Judge Shea.—Nos. 1592, 6792, 5784, 7193, 6524, 4956, 7296, 6796, 6897, 6636, 6992, 7416, 6518, 7335, 6871.

COURT OF GENERAL SESSIONS—Held by Judge Sutherland.—Case on. The People vs. Henry Cole, forgery.

COURT OF APPEALS.

ALBANY, April 18, 1876.

In the Court of Appeals to-day the following business was transacted:—

MOTIONS.

No. 304. People ex rel. Corwin vs. Walter.—Motion to open default. Charles Rhodes for motion and S. Hand opposed.

APPEALS FROM ORDER.

No. 348. Brownell vs. Aiken.—Argued by James Lansing for appellant, Esek Cowen for respondent.

No. 366. Anderson vs. Reilly.—Submitted.

No. 367. Riggs vs. Purssell.—Argued by Charles Jones for appellant and John E. Parsons for respondent.

No. 153. Leetch vs. The Atlantic Mutual Insurance Company.—Argument resumed and concluded.

DECISIONS.

Judgment affirmed, with costs.—Higgins vs. Newtown and Flushing Railroad; Becker vs. Howard; Hogan vs. Laimbeer; Vandenburg vs. The President, &c., of Greenbush; Robinson vs. N. Y. C. and C. RR.; Martshord vs. N. Y. C. and C. RR.; Sauler vs. N. Y. C. and C. RR.

Judgment affirmed.—People ex rel Woolf vs. Jacobs.

Order of General Term reversed and order of special Term affirmed, with costs for the want of title in the relator to the writ of mandamus.—People ex rel Stevens vs. Hoyt; People ex rel Munger vs. Gerard.

Judgment reversed and new trial granted, costs to abide event.—Evertson vs. The National Bank of Newport; Magoun vs. Sinclair; Sullivan vs. Sullivan.

Order affirmed and judgment absolute for plaintiff on stipulation, with costs.—McNeilly vs. The Continental Life Insurance Company.

Judgment modified so as to make costs of all parties in the Supreme Court payable out of the reserved fund, and as so modified affirmed, with costs to all parties in this court payable out of same fund.—Thurber vs. Chambers.

Judgment reversed and new trial granted, costs to abide event unless plaintiff stipulates to deduct from his recovery the sum of $93 36, and if he so stipulates the judgment as so modified affirmed without costs to either party in the suit.—Slingerland vs. Bennett.

Judgment of General Term affirmed with costs reversed and order of Special Term affirmed with costs in the Supreme Court and this court.—Miller vs. Coates.

CALENDAR FOR WEDNESDAY.

Nos. 152, 111, 164, 46, 100, 81, 82 and 83.

REAL ESTATE.

The Exchange was crowded yesterday afternoon, and there seemed to be a little better feeling among the bidders than has been apparent for some time past. The following sales were held:—

A. H. Muller & Son sold, by public auction, by order of the committee of creditors, one five story brick building, with plot 44x85, Nos. 270 and 271 West street, southeast corner of Desbrosses street, for $49,000, to Mr. Taylor; also, by public auction, one two and a half story brick house, with lot 17.9x70x17.4x71.10, No. 283 Water street, southeast corner of Dover street, and one two and a half story brick house, with lot 17.11x71.10x16.9x73.9, No. 285 Water street, adjoining above, for $8,000, to George Ashforth.

William Kennelly sold, under Supreme Court foreclosure decree, Pa B. Olney, referee, a house, with lot 18.9x96, No. 672 East Fourth street, south side, 100 feet west of avenue D, for $5,875, to Isaac Hexter; also executor's sale, to close an estate, by order of Edward Hincken, executor, one two story attic and basement brick house, with lot 21.10x100, No. 236 Broome street, north side, between Essex and Ludlow streets, for $9,100 to Daniel Tracy; also, by public auction, one three story and basement frame house, with lot 20x49.5, No. 204 West Thirty-fourth street, south side, 80 feet west of Seventh avenue, for $9,500 to Redwood Hall

James M. Miller sold, by order of the Court of Common Pleas, in foreclosure, E. S. Dakin, referee, a building, with lot 20.1x59.10, on Third avenue, west side, 40.5 feet north of Fifty-ninth street, for $3,700, over a morigage of $11,000, with interest from May 26, 1875, to L. Levy, the plaintiff; also similar sale, Thomas H. Landon, referee, one four story and basement brown stone front house, with lot 21.10x100, on Fifth avenue, east side, 25.8 feet north of Eighty-sixth street, for $26,800 to Townsend Wandell.

B. Smyth sold, under Supreme Court foreclosure decree, John A. Gooelett referee, a house, with lot 15x89, on East Seventy-third street, north side, 18 feet west of Madison avenue, for $28,000, to E. P. Beach.

Peter F. Meyer sold, in foreclosure, by order of the Supreme Court, E. Patterson referee, two lots, each 20x99.11, on West 135d street, north side, 260 feet west of Seventh avenue, for $2,500, over a mortgage of $5,800, with interest from July 20, 1875, to the plaintiff in the suit.

E. A. Ludlow & Co. sold, under Supreme Court foreclosure decree, John Hayes referee, one lot, 25.6x100, on Eighth avenue, west side, 25.8 feet north of Seventy-sixth street, for $6,000, to Amelia Rasines, the plaintiff.

A. J. Bleecker & Son sold, Supreme Court partition sale of the estate of John Forrest, deceased, under the direction of John T. McGowan, referee, two four story brick houses (front) and brick tenement house (rear), with lease of lots, each 25x103.3, Nos. 618 and 620 East Thirteenth street, south side, 243 feet east of avenue B, lease dated August 21, 1854, term twenty-one years, with two renewals, ground rent $460 per annum for the two, No. 618 bringing $3,000 and No. 620 $3,500; also the five story brick tenement, with lot, 25x103.3, No. 622 East Thirteenth street, adjoining above, for $8,000; also two five story brick tenement houses and stores, with lots, each 25x103.3, Nos. 508 and 510 East Sixteenth street, south side, 145.6 feet east of avenue A, for $17,500; also four four story brick tenement houses, with lots, each 22.6x98.9, Nos. 306 to 312 (inclusive) East Thirty-first street, south side, 122.6 feet east of Second avenue; and two four story brick tenements, with lots, each 22.6x98.9, Nos. 318 and 320 East Thirty-first street, south side, 212.6 feet east of Second avenue, for $8,000 each. All of this property was purchased by P. R., Thomas L. and Sarah B. Forrest.

R. V. Harnett sold, in foreclosure, by order of the Court of Common Pleas, S. H. Olin, referee, a plot of land 25x123x100x25x75x105, on Third avenue, southeast corner of 134th street, for $10,600, to Robert Hall, the plaintiff; also, by order of Supreme Court, in foreclosure, F. W. Loew, referee, one lot, 25x111.8x43.4x100.11, on East 113th street, south side, 150 feet west of Second avenue, for $500, over a mortgage of $5,200 90 with interest from January 28, 1875, to C. August Schuster, the plaintiff; also, similar sale, Menzo Diefendorf, referee, two lots, each 25x100, on Emmett street, east side, 100 feet north of Union avenue, Fordham, Twenty-fourth ward, for $2,000, to James J. Phelan, the plaintiff; also, by public auction, one story and basement brown stone front house, with lot 21.5x100.5, No. 339 West Fifty-eighth street, north side, west of Eighth avenue, for $20,000, to William Kemp; also similar sale of one three story and basement brick house, with lot 19.8x75, No. 367 Lexington avenue, east side, 59.5 feet south of Forty-first street, for $15,650, to John McColgan.

H. W. Coate sold, under Supreme Court foreclosure decree, H. W. Kennedy referee, three lots, each 25x100.5 on West Sixty-eighth street, north side, 125 feet east of Eleventh avenue for $4,750 for the plaintiff.

ADJOURNMENT.

The sale by E. A. Lawrence & Co., of the building known as the Church of the Disciples (Dr. Hepworth's), corner of Forty-fifth street and Madison avenue, was adjourned by order of the referee, until the 4th proximo.

PRIVATE SALE.

Messrs. E. H. Ludlow & Co. have sold at private sale, the four story and basement brown stone front house, with lot 19x100, No. 583 Fifth avenue, east side, between Forty-seventh and Forty-eighth streets, for $57,500.

TRANSFERS.

736 st., n. s., 150 ft. e. of 5th av., 75x102.2; Thomas E. Crimmins and wife to Thomas Crimmins	$3,444
5th av., w. s., 78.4 ft. n. of 13th st., 25.92x100; also 13th st., n. s., 100 ft. w. of 5th av., 25x103.3; Marcus Kohner to John H. White and others	1,400
59th st., s. s., 70.5½ ft. w. of 1st av., 18x100.4; Edward Leisoner and wife to Randolph Guggenheimer	12,000
Madison av., s. e. cor. Bathgate place (24th ward), 55x87; James McGarity to Catharine Quinn	2,000
Madison av., same property; Catharine Quinn to Bridget McGarity	2,000
Elm st., s. e. s., 130x160 (24th ward); Lewin W. Walker to Denulson P. Noyes	1,000
Clinton st., w. s. (No. 157), 83.5 ft. n. of Grand, 50x20; Anne Engle to Annie F. Engle	Nom.
55th st., n. s., 108.9 ft. e. of 4th av., 18.9x100.5; Anne Engle to Annie F. Engle	Nom.
18th st., n. s., 401.8 ft. w. of 8th av., 23.4x92; Thomas W. Mossman to Christian Mossman	Nom.
Rivington st., s. e. cor. Willett, 25x73; Edward J. Beady and wife to Charles Eibrecht	Nom.
5th av., w. s., 44.3 ft. s. of 14th st., 30x107; Benjamin Aymar to Mary E. Sands	Nom.
1st av., w. s., 50.5 ft. n. of 59th st., 50x100; Jacob M. Hertz and wife to Charles H. Doblin	48,000
4th av., e. s., 75.5 ft. s. of 71st st., 25x100; Magdelina Knabeschuch and others to Edward Oppenheimer and others	6,350
7th st., s. s., 330 ft. e. of 3d av., 25x102.2; August Knopimacher to William McPhillips	10,000
7th av., e. s., 74.11 ft. n. of 132d st., 25x100; Augustus Reiner and wife to Sarah Reiner and others	Nom.
128th st., s. s., 142.6 ft. e. of 3d av., 18x99.10; Charles Wasserman and wife to William W. Falconer	6,000
Madison st., s. s., 43.7 ft. e. of Jefferson, 21.1x70; Peter Fitzpatrick and wife to Mary O'Neill	13,000
Chrystie st., s. e. corner Stanton, 49.11½x75.3, George Rohl and wife to William Snell	21,800
4th st., s. s., 202.3 ft. e. of Avenue C, 18.9x90; Theresia Schlappertshaw to Joseph Hoffman	11,000
20th st., n. s. (and Old Warren road), 29x92.1; Letitia Smyth and husband to Carrie O'Neill	Nom.
21st st., n. s., 150 ft. e. of 8th av., 16.8x98.9; Charles Young and wife to A. Shotnell	10,500
Suffolk st., e. s. (No. 50), 19x50; Jacob Newman and wife to Dobre Kottschofski	4,000
130th st., n. s., 155 ft. e. of 6th av., 20x99.11; Elmira C. McClave and husband to Nathaniel Jarvis, Jr.	Nom.
Stanton st., s. s., 66.5 ft. e. of Chrystie, 16.6x75¾; Nathaniel Jarvis, Jr. (referee), to Christian Wenzel	5,225
Stanton st., s. s., 49.11½ ft. e. of Chrystie, 16.5½x75¾; same to same	5,225
Stanton st., s. s., 24.7 ft. e. of Chrystie, 25x75¾; same to George Roll	8,700
Chrystie st., s. e. corner of Stanton, 24.7x75; same to same	12,100
70th st., n. s., 350 ft. w. of 8th av., 25x100.5; Bernard E. McCafferty (referee) to Charles G. Havens	3,000
70th st., n. s., 575 ft. w. of 8th av., 25x100.5; same to same	3,000
18th st., n. s., 135 ft. e. of 6th av., 25x92; Henry E. Woodward (referee) to Stephen S. Hoe	25,000
Mulberry st., 25 ft. s. of Park, 25x74; Delano C. Calvin (referee) to Jennetta Burchell	16,200
Oak st., n. s., 99.7 ft. w. of James, 27.6x139.6x30.8; Elliot Sanford (referee) to John M. Quackenboss, Jr.	21,100
Bowery, w. s., 25x87.8 (leasehold); Peter Fitzpatrick to Francis O'Neill	7,000
Madison st., s. s., 26.6 ft. w. of Clinton, 26x80 (leasehold); same to same	12,000
1st av., e. s., 84 ft. n. of 4th st., 21x87.11; same to same	9,000

LEASES.

Nassau st. (No. 102), 5 years; John A. Dougan to Richard Fahrig	1,300
Norfolk st. (No. 71), first floor and basement, 5 years; Henry Ehrenfeld to Henry Schellworth	570

MORTGAGES.

Burton, Thomas and wife, to Gardiner A. Sage, n. s. of Mott st., e. of Morris av. (23d ward); due	1,000
Colt, William C. and wife, to Don A. Hulett, s. s. of Canal st., e. of Church st.; 2 years	740
Clarke, James W., to Nathaniel A. Cowdray, Madison av., w. s., s. of 78th st.; 6 months	700
Gessner, William J., to Henry Well, n. s. of 15th st., e. of 1st av.; 6 months	3,000
Horothal, Marx and wife, to Cecelia Lauer, n. s. of 56th st., e. of 4th av.; 1 year	11,000
Hoffman, Joseph, to Theresa Schappert, s. s. of 4th st