THE COURTS.

Ex-Sheriff Brennan in the Crucible of Cross-Examination.

Moral for Holders of Stock Certificates.

A CURIOUS BREACH OF PROMISE SUIT.

INTERESTING GENERAL TERM DECISIONS.

Constitutionality of the Legal Tender Act.

The trial of the suit brought by ex-Sheriff Brennan to recover some $52,100, a portion of the fees during a portion of his term as Sheriff, was resumed yesterday before Judge Van Hoesen holding Trial Term of the Court of Common Pleas. Ex-Sheriff Brennan was called as a witness in his own behalf. He testified that the bills were made out Under Sheriff Joel E. Stevens; the charges he believed to be all correct, although he did not personally make up the bills. In cross-examination principal stress was laid upon the charges made for transfer of prisoners from the police courts. He seemed to know very little about the matter, and his counsel came to his rescue on the redirect examination.

"You don't remember much about these charges, do you?" asked his counsel in a rather leading way.

"No, I do not," answered the Sheriff.

"You have been sick, have you not?" continued the friendly inquisitor.

"Yes, sir."

"Of what disease?"

"Congestion of the brain."

"It affected your memory, did it not?"

"Yes, sir."

Mr. Stevens was next called to the witness chair. He explained in detail how the bills were made out from data furnished by various parties connected with the Sheriff's office assigned to this special work. He added that the charges conformed to the monthly statements transmitted to the Secretary of State.

"What is the practice in making up the bills," was one of the questions asked him by Mr. Carter, representing the city, "in regard to charges for conveying prisoners?"

"The practice was to charge for every prisoner conveyed to and from every prison except the State Prison, for which the State paid."

"It made no matter by whom they were conveyed?"

"None whatever."

There was a good deal of wrangling during the day over contested questions and considerable time was spent in overhauling the voluminous records submitted on behalf of Mr. Brennan. It is probable that the trial will be closed to-day.

CONTESTED STOCK CERTIFICATE.

A case presenting some rather novel features was tried yesterday before Judge Donohue, holding Supreme Court, Circuit. The suit was brought by the Sixth National Bank, of this city, against the Chicago and Alton Railroad Company. It was claimed on behalf of the bank that a certificate of preferred stock for 100 shares of the Chicago and Alton Railroad, issued to M. K. Jesup & Co., in August, 1865, and properly countersigned and entered on the books, was now in possession of the plaintiffs under assignment from Jesup & Co., for a valuable consideration, and that the railroad company refused to transfer the same on their books in the name of the bank or to issue a new certificate. The prayer of the complaint was that the railroad company either pay them $16,000 or 100 other shares of legal value with a new certificate. On behalf of the railroad company it was set up that Robert B. Milliken, now deceased, was the rightful owner of the certificate; that he lost the same; that it was found by one James Dart and never came properly in possession of the plaintiffs, it having been fraudulently pledged to them for a loan. The testimony, as might be supposed from the contradictory statements in the pleadings, was a good deal conflicting. The trial terminated in a verdict for $10,637 for the plaintiffs.

BREACH OF PROMISE CASE.

Before Judge McAdam and a jury, in the Marine Court, yesterday, there was tried a suit in which Ann Tiernay sought to recover damages from John H. Quilty for breach of promise of marriage. As an aggravation of the offence, it was alleged that under promise of marriage the defendant had committed a wrong to the moral character of the plaintiff, and he has been under arrest since Friday last in default of bail in the sum of $3,000. When the case was called counsel for plaintiff was anxious for an adjournment and defendant equally anxious for either his release or an immediate trial. Judge McAdam, after questioning the parties under oath and satisfying himself that they could proceed to trial with safety to their rights, announced his decision that the trial must go on or the defendant be released on his own recognizance. It was found then that plaintiff had not the means to pay a jury, and, with the consent of counsel on both sides, the Court empanelled a jury of lawyers then present in court, who served without compensation. The plaintiff, as appeared by the testimony, is a widow, twenty-nine years of age, and the defendant twenty-one years, she keeping a small store and he being a clerk in a tea store. She used to purchase sugar in the store in which he was clerk, and he sent his love messages tone up in the packages of sugar. He finally fixed the last of February of this year to marry her, but when the time arrived he said he would do anything else in his power for her, but did not wish to marry any one. The defendant was sworn on his own behalf, and, while admitting improper relations with plaintiff, denied absolutely that he had ever made her a promise of marriage. He asserted that when he visited her it was upon her repeated invitation to do so. No other witnesses were examined on either side. The jury gave the plaintiff a verdict for $15, which was tendered to her by defendant's counsel, and which she rejected with disgust. The money was then paid into court and the defendant discharged.

GENERAL TERM DECISIONS.

The Common Pleas, General Term, in its batch of opinions just handed down, has decided a very interesting law question. William Stultz hired certain premises from a lady now deceased, and disputing with her devisee about whether it was a monthly or yearly hiring, he concluded to abandon the premises. Mr. Thrall, as assignee of the devisee, sued for rent, and attempted on the trial to prove his case by offering to give conversations between the defendant and deceased. The Court refused to allow this testimony under the rule of the Code prohibiting testimony as to any conversation with a deceased person. The General Term concludes that this does not apply to the assignee of the assignee or devisee, and orders a new trial.

In the suit of Charles H. Richard vs. Conrad Bollar, the defendant indorsed a bill of exchange, which was protested in Berlin, and, upon the return of the notary's certificate, the defendant promised to pay. The case having reached the General Term on appeal that Court decides that the indorser is not liable, because of certain imperfections in his notary's certificate. The certificate, it seems, had simply a stamp in blue ink, and the indorsing seal was not stamped into the papers. The Court also holds that the promise of the defendant to pay the draft was not binding, inasmuch as he was not aware that there was no evidence that the draft had been protested.

In the case of Curtis vs. Bisson, the Court decides that the laws authorizing transfer of ordinary cases, or giving security from the District courts to the Common Pleas, do not apply to cases of claims for personal property.

THE LEGAL TENDER ACT.

A bond and mortgage, executed and delivered before the passage of the Legal Tender act, became due and payable after the Supreme Court of the United States, in Hepburn vs. Griswold, had held that act constitutional as to contracts executed before its passage. In the suit of Van Arden vs. Burr the defendant tendered payment in greenbacks, which the plaintiff refused and demanded payment in gold. Thereupon a compromise was made, the plaintiff delivering satisfaction piece and accepting greenbacks, and also the defendant's bond for the amount of premium on gold, payable in three months, if the Supreme Court should not in the meantime overrule the doctrine of Hepburn vs. Griswold. The three months ended on December 5, 1870. On the 1st of May, 1871, in the case of Fox vs. Lee, the Supreme Court held that the "Legal Tender act" was constitutional as well in relation to contracts made before its passage as to those subsequently made, thereby overruling the decision in Hepburn vs. Griswold. On the 15th day of May, 1871, this action was begun. The defence set up the action of the Supreme Court in the latter case, and also claimed that the bond was a mere bet or wager, and void as against public policy. The case was brought to trial in the April term of the Court of Common Pleas, before Judge Van Brunt, without a jury, and he yesterday gave his decision in the case, following the rule of the Court of Appeals in Woodruff vs. Woodruff, that the plaintiff is entitled to recover on the bond sued on. Messrs. Hudson and Strauss appeared for plaintiff, and Messrs. Niles and Bayley for defendant.

CUSTOM HOUSE OFFICERS' PAY.

A case of considerable importance to the employés in the Custom House was decided by Judge McAdam, in the Marine Court, yesterday. A judgment for money had been obtained by Lucien Dubernut against Robert S. Clyde, an examiner in the Appraiser's department in the Custom House, and in proceedings supplementary to execution an order was made for the examination of Samuel G. Ogden, an auditor in the Custom House, who it was alleged had money of the judgment debtor in his hands, and who was enjoined from parting with it. Notwithstanding this injunction Mr. Ogden drew his check in the usual course of his duties for a month's pay due to Clyde, and the latter drew the money from the Sub-Treasury. For this act on the part of Mr. Ogden it was sought to punish him for contempt of Court in having paid his salary to Clyde in violation of the injunction. After reciting at considerable length the decisions of the United States Supreme Court and the State courts in parallel cases, Judge McAdam held that neither on mesne process or final judgment is money in the hands of a United States officer, as the disbursing officer of the government, liable to be seized or enjoined. The Judge concludes his opinion as follows:—"Ogden was neither the custodian of the money nor the debtor of the defendant; he was the disbursing agent of the government, acting under article 1,007 of the customs regulations of the Treasury Department, which, among other things, provides that disbursing officers must not recognize or accept assignments, transfers, hypothecations or drafts upon the compensation of public officers and employés, nor upon any other claim or demand against the United States; nor shall they regard any legal process for the attachment of money in their hands, the proper judicial authorities having decided that process is not lawful." These regulations defined the official duties imposed by the government upon Mr. Ogden as its employé, and the drawing of the check by him upon the Assistant Treasurer of the United States was an official act he had a legal right to perform without making himself liable for contempt of Court. The motion to punish for contempt is therefore denied.

RIGHT OF ARREST NOT WAIVED.

In February last Thomas W. Fletcher was indebted to L. W. Coutant in the sum of about $1,500, suit for which was commenced in the Marine Court, and an order of arrest granted against Fletcher on the ground that the debt had been contracted by a misstatement of facts on his part. A compromise was then effected between the parties in relation to the matter of arrest, the plaintiff consenting to act as defendant's bondsman, and the defendant agreeing to pay to plaintiff's lawyer $130 costs, and give to plaintiff notes of a third party for the amount of the claim indorsed by his (defendant's) wife. These conditions being fulfilled, the suit was not then prosecuted farther, but was never formally discontinued. A few days since, the note falling due and not being paid, Mr. Coutant surrendered his principal and debtor, and the latter was rearrested on the original order. Before Judge McAdam in the Marine Court, yesterday, a motion was made on behalf of the defendant to vacate the present arrest, on the ground that plaintiff, in taking the new note, waived the original cause of action and the right to arrest associated therewith. Plaintiff's theory, in opposition to the motion to vacate the arrest, was that the note was only taken as collateral security for payment of the original claim; that plaintiff thereby waived none of his original rights in the action wherein the order of arrest was granted, but merely agreed to stay the action and grant forbearance to defendant until this collateral note should mature, and that that note not being paid at maturity he was at liberty to then enforce the original order of arrest. Judge McAdam held the circumstances to indicate that plaintiff had not released his original cause of action or changed it, nor was his right to arrest waived or discharged. He therefore denied the motion to vacate the present arrest, but without costs and with leave to defendant to move on affidavits to set aside the original order of arrest by contesting the grounds on which it was granted.

TRIAL OF LAWRENCE POSTPONED.

The Lawrence case, set down for trial yesterday morning in the United States Circuit Court, before Judge Benedict, unexpectedly encountered a fresh cause for delay. On the opening of the Court District Attorney Bliss, addressing His Honor, said that, owing to the absence of special counsel in the case on the part of the government, he was constrained to ask for a further postponement of the trial, and that it be set down for Monday next. He regretted to be compelled to make this application on the part of the prosecution, but the engagements of his associates specially employed on the case were such that they could not possibly be in court before the day named, Monday next. The Court ordered the case to stand over. It is understood that there will be no further delay in bringing on the case for trial. Lawrence's special counsel were also absent. The accused was brought from Ludlow street Jail by the United States Marshal. He was accompanied by his son. Several of his friends were also in court.

THE ALLEGED POLLOCK FRAUDS.

William H. Pollock, the principal in the alleged Pollock frauds, indicted for removing dutiable articles in bulk and replacing the same with goods of a lesser dutiable value, offered bail yesterday. The District Attorney deemed the proffered bail not genuine, and refused to accept it. The trial of Pollock was set down for to-day, but after conference with counsel it was decided that the trial should not be called on till after the case of Lawrence shall be disposed of. District Attorney Bliss thinks the Pollock trial will not occupy the Court more than three days. The defence has employed eminent counsel, and next to the Lawrence case it will take precedence in importance in the many government prosecutions now waiting trial in the United States Circuit Court.

THE INDICTED WHISKEY RING.

Philip H. Tuska, of No. 24 South William street, who was indicted by the United States Grand Jury on a charge of dealing in "crooked" whiskey, yesterday proffered bail by proxy, which the District Attorney accepted, the sureties being acceptable in every respect. In the case of Seth Ely, of the firm of Seth Ely & Co., also indicted for complicity in the alleged whiskey conspiracy, bail was likewise offered yesterday, but District Attorney Bliss refused to accept it on account of the sureties being from Brooklyn. The amount of bail in the case is fixed at $20,000. F. O. Boyd, of the firm of Boyd & Hill, was notified by the District Attorney a few days ago that his bail was not sufficient, and that he must perfect it, but, yesterday, on making his appearance, the District Attorney allowed him to go on the bail originally given by him.

SUMMARY OF LAW CASES.

Judge Van Vorst was reported yesterday so much improved in health that he will probably be able to resume his judicial duties within a day or two. It was rumored that Chief Justice Monell, of the Superior Court, was lying in an exceedingly critical condition, suffering from a paralytic stroke.

In Supreme Court, General Term, yesterday, there was argued the appeal in the suit brought by John R. Fellows, formerly Assistant District Attorney of this city, to recover $1,166 66, claimed to have been wrongfully deducted from his salary in the general twenty per cent reduction ordered by the Board of Apportionment. He claims that he was a judicial officer and that for this reason the reduction in his salary was illegal. The Court took the papers.

In the suit tried before Judge Sanford, of the Superior Court, brought by Mrs. Gentil against the Mechanics and Traders' Saving Institution, claiming that here was a balance belonging to her deceased husband in the bank and demanding an accounting, and in which the answer was that the plaintiff in person drew the balance and had the passbook delivered to her, a verdict was yesterday rendered for the defendants.

Owing to the continued illness of Judge Larremore the business of Supreme Court, Chambers, was yesterday divided between Judges Brady and Barrett. Both of these judges, after holding court all day—Judge Brady sitting in Supreme Court, General Term, and Judge Barrett in Supreme Court, Circuit, at the trial of the Killum case against the city—had thus several hours' additional labor imposed upon them. The business was principally routine, and embraced nothing of any special public interest.

Workmen commenced work on the building No. 25 Chambers street for the purpose of preparing additional accommodations in that building for the use of the Marine Court. Already one Trial branch and Chambers of that Court have been held there, and it is now intended to provide rooms for two Trial Terms more. A fourth Trial Term is intended to be held in the old City Hall. The object of these changes is to provide accommodations for the new term of the Court of General Sessions, to be held by Judge Gildersleeve, in the old brown building heretofore partially occupied by the Marine Court.

Two verdicts against the Sheriff were obtained yesterday in the Marine Court, before Judge Alker. The first was an action brought by Thomas Hutinet to recover the value of certain articles of cutlery seized by the Sheriff as the property of a judgment debtor in the action of Herzog et al. vs. Charles Fraidevean, and the defence set up was that the property was justly taken as the property of the judgment debtor. The plaintiff contended that the cutlery was left with Fraidevean to be sold on commission and that the judgment debtor had no title nor leviable interest therein. The jury, after a trial which lasted all day Monday and a part of Tuesday, found a verdict for the plaintiff. Ex-Judge Curtis appeared for the plaintiff and Vanderpoel, Green & Cuming and Ex-Judge Huntington for the defence. The second case was that of Johnson vs. The Sheriff, which was tried upon the same issues as the above and resulted in favor of the plaintiff. Ex-Judge Curtis also appeared for the plaintiff and A. G. Vanderpoel for the defendant.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Daniels.

In the matter of Beck.—I wish to see counsel.

Cobb vs. Burger.—Order granted confirming report of referee.

In the matter of Durfee.—Granted.

The Brooklyn Life Insurance Company vs. Pierce.—Order denying motion granted.

By Judge Donohue.

The Maritime Bank of the Dominion of Canada vs. Moffitt.—Granted for second Friday of June.

Roessle vs. Rogers.—Motion granted. Writ to be served within two days and to be settled on one day's notice, and commission to be returned within one week from its issue.

James H. Hathaway vs. Melissa P. Hathaway.—Report of referee confirmed and decree of divorce granted to plaintiff.

Porter vs. Kennedy; Hilburn vs. Koller; Ronalds vs. Matthews; Curtis, &c., vs. Brown et al.; Tyng vs. The United States Submarine and Torpedo Boat Company; McAlpin vs. Smith.—Orders granted.

Cutting vs. Stevens et al.; Kittel and another vs. Burtis et al.; Frank et al. vs. Evers.—Motions granted.

Flood vs. Cushing; Waltermire vs. Peck; Lester vs. Wolfe.—Motions denied.

Vanderpool vs. White.—Settled.

Alexander vs. Fowler et al.—Denied.

Koehler vs. Schwartz et al.—Denied without costs.

Meyer vs. Jacobs; Valentine vs. Juch et al.; The Republic Fire Insurance Company vs. Burling, &c.; Conklin vs. Seasteedt; The Citizens' Savings Bank vs. Billings et al.; Cutting vs. Stevens; The New York Life Insurance Company vs. Gaston; Sloane vs. Sloane; Tripp vs. Tripp; Lawrence vs. Organ et al.; Rosenbach vs. McLeland; The Harlem Bank vs. Todd; Stillman vs. Ellin; Moody vs. Anderson; The Emigrant Insurance Savings Bank vs. McGovern et al.; The Greenwich Bank vs. De Groot; Dornett et al. vs. Caldwell; Burr vs. MacMullen; Farrington vs. Portington.—Granted.

SUPERIOR COURT—SPECIAL TERM.

By Judge Speir.

In the matter of Ahlborn.—Order settled.

Cert vs. Hoe et al.—Ordered on special calendar for first Monday of June.

Reutinger, &c., vs. John.—Order denying motion for receiver and staying proceedings.

Beyer et al. vs. Koster et al.—Bond approved.

Broomann vs. Osborn et al.—Reference ordered.

The Health Department of the City of New York vs. The Police Department of the City of New York.—Order of injunction.

O'Brien, &c., vs. The Commercial Fire Insurance Company; Same vs. Same.—Commissions ordered.

Arthur Walker vs. Catharine Walker.—Judgment of divorce in favor of plaintiff.

Ford vs. Stephens; Uhlman vs. Schuster; Hartung vs. Heiber et al.; Hale vs. The Omaha National Bank; Weidling vs. Bailey.—Orders granted.

COMMON PLEAS—SPECIAL TERM.

By Judge J. F. Daly.

In the matter of the petition of the managers of the Society for the Reformation of Juvenile Delinquents in the City of New York.—The prisoner should be brought into court and the examination of the witnesses against him had, in his presence, before an order is made for transferring him from the Institution for the Reformation of Juvenile Delinquents to the Penitentiary.

MARINE COURT—CHAMBERS.

By Judge McAdam.

Thurber vs. Gerdeman.—Sheriff's bill taxed $14 06.

Black vs. Black.—Referred. See papers.

Contant vs. Fletcher; Smith vs. Chadwicks.—Opinions filed.

Culbert vs. Carrell; McMenomy vs. The Mayor, &c.—See papers.

Hobert vs. Banks.—Undertaking approved.

Geck vs. Martin.—Order resettled.

Werner vs. Platt.—Motion to vacate order of arrest denied.

Downing vs. Tripp.—Third person ordered to pay to plaintiff $152 48.

Lewis vs. Ripley.—Judgment for plaintiff on demurrers, with costs.

Rhodes vs. Mackey.—Commission ordered.

Gildersleeve vs. Dixon.—Motion granted unless defendant submits to an examination.

Stern vs. Esterly; Conn vs. Simon; Michel vs. Marude; Morrow vs. Oppenheim; Hopkins vs. Nicol; Parsons vs. Lord.—Motions granted.

Clarin vs. Delaney.—Charles M. Hall appointed receiver.

Goodwin vs. Cobb.—Thomas J. McKee appointed receiver.

Gleistein vs. Burke.—Motion denied.

Lewis vs. Wrisley.—Motions for judgment granted (two actions).

Osborn vs. Mateon.—Dismissed.

Herrick vs. Laffan.—Undertaking approved.

Budd vs. Green.—Motion granted.

COURT OF GENERAL SESSIONS.

Before Judge Sutherland.

LAST OF THE QUARTET OF BANK ROBBERS.

The Court of General Sessions spent the whole session of yesterday in trying John J. Gilmore, alias John J. Clair, for attempt at burglary. Assistant District Attorney Bell, who prosecuted, claimed that the prisoner was the principal in the attempt to break into the vaults of the New York Savings Bank and the New York County Bank two years ago. It will be remembered that an officer patrolling the vicinity of Fourteenth street and Eighth avenue, where the bank building is located, heard a peculiar grating noise, and, his suspicions being aroused, he sent to the station house for the reserve squad, which arrived under command of Captain Cherry and surrounded the house. The Secretary of the savings bank was then sent for, and searched the premises without finding anything wrong. Ringing the door bell of No. 83 Eighth avenue, adjoining, which was occupied by one Clair as a restaurant, the police demanded admittance. Clair thrust his head from an upper window and said he would open the door. A few seconds later the officer stationed on the roof of the bank building descried a number of men climbing down a ladder into the rear yard of the restaurant premises. The police forced in the door without ceremony and gave chase to the fugitives. Three of them—John Simpson, Charles Sanborn and William Morgan—were captured that night.

An examination of the cellar of the restaurant revealed the fact that the wall separating it from the bank vaults had been drilled almost through, the robbers using a stationary steam engine to effect their purpose. The three captured were convicted and sent to Sing Sing. Clair escaped till the 27th of March last, when he was found at his brother's house in 116th street and taken into custody. He was defended yesterday by A. Oakey Hall and William F. Howe, but despite their efforts he was found guilty of attempt at burglary in the second degree, and the Court inflicted the greatest penalty possible—two and a half years in State Prison.

Mr. Hall, after the conviction of his client, stated that the latter had been in this city every day since the robbery, with the exception of a period of two weeks. He made the announcement, he said, in justice to the astuteness of the Metropolitan police, who had during all that time been looking for the prisoner.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Lawrence.—Nos. 5, 61, 63, 73, 75, 76, 79, 83, 92, 95, 100, 101, 102, 104, 105, 112, 121, 125, 139, 142, 143, 151, 155, 163, 167, 181, 190, 211, 214, 218, 224, 225, 238, 256, 264, 277, 278, 281, 282, 283.

SUPREME COURT—GENERAL TERM—Held by Judges Davis, Brady and Daniels.—Nos. 101, 95, 109, 110, 126, 82, 85, 86, 96, 102, 127, 132, 61, 148, 63, 64, 65, 92, 134½, 153.

SUPREME COURT—SPECIAL TERM—Held by Judge Larremore.—Demurrers—Nos. 4, 5, 8, 10. Law and fact—Nos. 93, 173, 174, 260, 97, 293, 309, 311, 40, 318, 350, 354, 322, 200, 362, 361, 410, 411, 314, 315, 366.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Donohue.—Nos. 1585, 1587, 1599, 139, 1629, 1685, 1049, 1719, 1739, 1741, 1473, 2861, 2770, 1759, 1765, 1767, 857, 1335, 1399, 1377, 1637, 1781, 1789, 117, 1245, 1581, 1615½, 423, 1623, 1461, 1705, 1711, 1809, 1051, 1589, 1493, 2859, 1535, 252, 1389, 1525, 1111, 125, 1647½, 1651, 1677, 1140½, 1603, 1329, 1747, 1486½, 1487½, 675½, 1703. Part 2—Held by Judge Barrett.—Case on—No. 2338. No day calendar. Part 3—Held by Judge Dykman.—Nos. 2489, 863, 933, 625, 1185½, 1127, 717, 111, 621, 1809, 1497, 575½, 1291, 807½, 923½, 897, 1811, 2891, 3023, 2888.

SUPERIOR COURT—GENERAL TERM.—Adjourned sine die.

SUPERIOR COURT—SPECIAL TERM.—On account of the illness of Chief Justice Monell the calendar will not be called until Thursday, May 18, 1876.

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Judge Curtis.—Nos. 1017, 1018, 2120, 1982, 2046, 2130, 715, 2101, 1987, 1102, 1108, 1042, 1048, 1039, 1054, 1063, 1076, 787, 1087, 1113, 1115, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1133, 1134, 1135, 1136. Part 2—Held by Judge Sanford.—Nos. 297, 1675, 1366, 741, 919, 1054, 720, 775, 838, 1008, 764, 712, 1137, 1138, 1139.

COMMON PLEAS—GENERAL TERM.—Adjourned until the first Monday of June, 1876, for the purpose of rendering decisions.

COMMON PLEAS—EQUITY TERM—Held by Judge J. F. Daly.—Nos. 6, 10, 3, 5, 24, 4, 25, 21.

COMMON PLEAS—TRIAL TERM—Part 1—Held by Judge Van Hoesen.—Nos. 956½, 1850, 1718, 955, 956, 996, 2447, 1104, 1900, 1621, 2163, 1630, 369, 1097, 177, 1436, 1164, 1350, 1871, 1074, 2112, 3115, 1337, 1528, 1211, 1267, 461½, 1693, 1769, 706, 1904, 1854, 1633, 1144, 2023, 1867. Part 2—Held by Judge Van Brunt.—Nos. 1878, 1863, 2407, 1856, 1924, 1958, 1844, 1945, 1949, 45, 1586, 1068, 1981, 1941, 2034, 2035, 2055, 2057, 2056, 1934, 1935, 1936, 1970, 2051, 728, 1717, 2451, 1655, 1844, 197, 2420, 2108, 1952, 1804, 2023, 2021, 2445, 2001.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Sheridan.—Nos. 2360, 3235, 4395, 3036, 4216, 3094, 46, 4191, 4013, 4034, 4164, 4190, 1329, 7098, 7365. Part 2—Held by Judge Goepp—Nos. 3944, 2189, 3481, 2534, 4261, 3984, 3737, 7565, 6419, 4267, 6881, 4280, 4282, 6460, 2514, 4091, 4111, 4130, 4135, 4211, 4245, 5381, 5482, 3749. Part 3—Held by Judge Alker.—Nos. 3896, 7045, 6955, 4477, 7330, 7331, 5963, 6815, 6761, 6936.

COURT OF GENERAL SESSIONS—Held by Judge Sutherland.—The People vs. Michael Clancy, grand larceny (continued).

FIFTY-SEVENTH STREET COURT.

Before Judge Kilbreth.

AN UNFOUNDED CHARGE AGAINST A POLICEMAN.

Officer James Fitzpatrick, of the Nineteenth precinct, was arraigned on a warrant charging him, on the complaint of Annie Fulmer, of No. 1,052 First avenue, with the larceny of a pocketbook, containing $10. The accused was appointed on the force only about two months ago. The complainant is the wife of Officer Fulmer, of the Nineteenth precinct. She testified that on Friday last, while buying goods in a store on Third avenue, the officer entered and left again in a great hurry and much embarrassed. He was in uniform, and immediately after he had left she missed her pocketbook, which, she was positive, she had placed on the counter. One of the saleswomen was waiting on her, and there were others also behind the counter, but none of these she was positive could have taken the pocketbook; she followed the officer to the station house, where he went directly from the store, and caused him to be searched by the sergeant on duty. The pocketbook was not found. The testimony for the officer was given by the storekeeper and two saleswomen, one of them being the person who had waited on Mrs. Fulmer. They swore that Mrs. Fulmer had exhibited no pocketbook in the store and they did not believe she had any. The officer himself examined, that his haste in leaving the store was occasioned by his being late for roll call, and he was corroborated in this particular by the storekeeper to whom he had mentioned the cause of his hurry. The officer claimed he did not take a Third avenue car to reach the station house; Mrs. Fulmer said he did, and the Court, in order to settle the question, adjourned the examination until to-day; but the charge will be dismissed should there be no further evidence than Mrs. Fulmer's.

ACTING AS A POLICEMAN.

James Monahan, employed as a policeman by the District Telegraph Company, was called upon to eject Mary A. Bouton from the house of her employer in East Sixtieth street because of a difficulty she had with another servant. She caused Monahan's arrest on a charge of personating an officer, but the Court thought him guilty of no offence, and discharged him.

A BARBER'S FORTUNE GONE.

Henry Ackerman keeps a barber shop at No. 872 Third avenue. He had until recently in his employ two men named Charles Schultz and Henry Hackle. On Monday night, after Mr. Ackerman and his family had retired, the two journeymen disappeared, taking with them $130, which Ackerman had saved for a rainy day. They were arrested yesterday and held for trial at this Court.

WHERE WERE THE POLICE?

William Donnelly was charged with stealing $7 and a pair of shoes from Samuel Carson, of No. 966 Third avenue. Mr. Carson said he did not so much regret the loss he had sustained, but the manner in which he had been victimized he thought particularly mean and disreputable. He had been drinking with the prisoner on Monday evening, and lost consciousness about Fifty-ninth street while Donnelly was conveying him home. He next found himself on a stoop in Sixty-second street, minus his pants and shoes. He found the pants on a neighboring stoop, but the $7 was not in them, and the shoes he has not seen since. Donnelly was, of course, held for trial.

THE SOUTHERN BOND QUESTION.

THE GOVERNING COMMITTEE MEETS AGAIN—VIEWS OF DEALERS FOR AND AGAINST THE CALLING OF LOUISIANA FUNDED BONDS.

Yesterday afternoon the Governing Committee of the New York Stock Exchange again met to consider the subject of admitting to the regular call the funded bonds of the State of Louisiana. It appears that the now consolidated bonds were founded on the relinquishment of $1,000 old bonds at the rate of $600, or a loss to the original holders of forty per cent. At the time of funding the market price of the bonds was in the neighborhood of fifty, and so many unpaid coupons were attached to them that any prospect of an appreciation in the value of the security—even by the relinquishment of coupons and their exchange for a live bond on which the interest would be promptly paid—was eagerly seized by the holders. Thus about 14,000,000 of the old security was retired and a little over 9,000,000 of the new bonds created. Yet, notwithstanding this apparently healthy issue, and the persistent endeavors of the Southern bankers to have the new bonds quoted on the New York Stock Exchange, the Governing Committee have steadily refused to recognize them. Governor Kellogg came to the city a few days since for the purpose of convincing the committee that this was a manifest injustice to the bondholders, and he was before the gentlemen composing the Board on Monday and made an elaborate argument, showing that the bonds were good and that the interest would be promptly paid. Unconvinced, however, the Governing Committee adjourned without action, and met again with the same result yesterday. As a sub-committee were reported as having been favorably disposed to place the new issue on the "free list" a HERALD reporter waited on a member and was told that this was not so. It was also said that certain bonds were illegally issued in aid of a railroad under the Warmoth *regime*, and Mr. Hayes, a member of the committee, said this was a cause of complaint, inasmuch as certain bonds had been unjustly excluded in the funding process. Mr. Brayton Ivy said it was impossible to give any opinion as to the ultimate decision of the committee, and Mr. John B. Norris believed there would have to be a number of meetings before such an important matter could be decided. It was believed, however, that such was the opposition, to their being called that the committee would ultimately object to the proposition.

The dealers in Southern securities, most of whom are naturally anxious to have the Governing Committee decide favorably, are awaiting the issue with great impatience. Several of them were questioned yesterday, and nearly all considered that the committee were acting in a captious spirit. A large negotiator of Southern bonds said to the writer:—

"My opinion is that there is not a shadow of a reason why the Louisiana bonds (new issue) should not be immediately placed on the regular call. The State simply compromised its indebtedness the same as honest men do when they find they cannot pay in full, and if a few interested persons can stand in the way of great good to numbers who are suffering from non-representation at the New York Stock Exchange it is a great hardship and ought not to be endured. Take, for example, the case of Florida in regard to her consolidated gold bonds of the issue of 1873. The State has paid one hundred cents on the dollar, funded her old debt dollar for dollar, retired completely her old obligations, and now with an indebtedness of only $1,300,000 against her—and so restricted to that sum by the constitution of the State—yet because of an old Territorial scrip issued in 1854, authorized by the United States, and for which the State is not morally or legally responsible, her bonds are not called at the Stock Exchange because a few individuals hold the old scrip and insist that Florida shall not receive the credit to which she is justly entitled until that scrip is retired. The interest is paid promptly, and it seems to be a pity that these Southern communities, while crippled by the war and robbed by speculators, yet are still showing an honest desire to pay their debts in the wisest manner possible, should in this centennial year have their credit crippled by obstacles thrown in their way by the New York Stock Exchange. However, I hope in the case of Louisiana the Governing Committee will adopt a wise course and call the bonds."

The writer, in order to obtain all sides of the question, had a conversation with one of the officials of the Exchange who is also a prominent banker in Wall street. The gentleman said:—"Yes, there is a good deal of talk about the non-action of the Governing Committee in reference to these bonds; but it seems to me the Board delays action because there is an idea that there is 'some job in it.' It is possible that, as Governor Kellogg states, the only idea is to improve the credit of the State; but you know bonds could be traded off to better advantage, both North and South, to build railroads or to foster a thousand speculative enterprises, if they had a quotable value at the Exchange. As long as they do not have that indorsement they must be traded on their merits, and everybody touching them must examine and determine their value for themselves. Now the Exchange indorsement is a sort of guarantee of value, and many persons, losing sight of the constant manipulations there of little 'rings' of bond dealers, who keep up prices when there are but few offerings by matched bids, &c., are often deceived by the printed quotations of prices, and it is to guard against just this thing that the Governing Committee scrutinize very carefully everything coming before them for recognition."

REAL ESTATE.

The sales at the Exchange yesterday were as follows:—

Hugh N. Camp sold, in foreclosure, a house, with lot 15.11x100.5, on East Forty-fifth street, south side, 130 feet east of Fourth avenue, for $8,500 to the plaintiff. Also, in foreclosure, a house with lot 18.4x101 on same street, south side, 189.5 feet east of Fourth avenue, for $6,200 to the plaintiff. Also, in foreclosure, a plot of land 84x104x34x115, on West New avenue, west side, 164 feet north of 175th street, for $1,000 to the plaintiff.

George H. Scott sold, in foreclosure, a plot of land 400x149.11, on West 135th street, southwest corner of Grand Boulevard, for $38,000 to Edward Coffin, Jr., plaintiff's attorney. The mortgage held by Mr. John Sloane, plaintiff, is said to be for $80,000.

Bernard Smyth sold, in foreclosure, a house, with lot 25x100, on East 119th street, north side, 196 feet east of avenue A, for $2,000 to J. Cromwell.

TRANSFERS.

51st st., s. s., 185 ft. e. of 2d av., 15x70.5; Jacob Brunner and wife to Leopold Bernheimer..... $12,000

108th st., s. s., 168.7 ft. e. of Bloomingdale road, 25x100.11; Jacob Gross and wife to Julius Schenck..... 5,200

144th st., n. s., 75 ft. e. of Whitelock av., 25x100 (23d ward); Eva Metzler to Anna Rohrey..... 800

51st st., s. s., 180 ft. e. of 2d av., 15x70.5; Sylvester Murphy and wife to Jacob Brunner..... 12,000

9th av., e. s., 58.9 ft. s. of 30th st., 19.8x70; —— Thomson and wife to Mary Queripel..... 13,200

32d st., s. s., 231.2 ft. e. of Broadway, 28.8x98.9 (half part); Susan E. White and others to John Jay White..... Nom.

30th st., n. s., 200 ft. w. of 5th av., 25x98.9 (half part of); John Jay White and wife to Mary A. Fitzgerald..... Nom.

Av. A, n. e. corner of 17th st., 92x95.6; Anna L. Franklin and husband to Benj. Stephens and others..... 250

Av. A, e. s., 46 ft. s. of 18th st., 138x95; Charles F. Ford to John Townshend..... Nom.

Madison av., w. s., 50 ft. n. of 38th st., 24.4½x100; Wm. H. DeForest and wife to Martha A. Bates..... 63,000

Av. A, n. e. corner 17th st., 92x95.6; John Clark and wife to Benjamin Stephens..... 250

9th av., w. s., 56.9 ft. s of 40th st., 25x95; John Baer and wife to Elizabeth Peter..... 13,000

73d st., n. s., 249 ft. e. of 5th av., 22x102.2; James Blackhurst and wife to Joseph Seidenberg..... 31,000

Pearl st., s. s., also Front st. (No. 15, ninth part); David Ayres and wife to Caroline E. Ayres..... 3,333

126th st., s. s., 174.3 ft. e. of St. Ann's av., 50x100 (23d ward); Edmund McLoughlin and wife to William Fulton..... 3,250

46th st., n. s., 115 ft. w. of Lexington av., 30x100; Guires W. Hubbard, Jr., to Joseph Gutman..... 15,000

Croton st., s. s., 189.5½ ft. w. of 10th av., 25x80.10; A. S. Knapp and others to Ann Healy..... 338

14th st., s. s., 215 ft. w. of 5th av., 19x87 irregular; Anna L. McCullis and husband to James E. Roy..... 24,000

130th st., n. s., 250 ft. w. of Boulevard, 75x99x11 (half part of); George H. Peck and wife to Annie Brown..... Nom.

11th st. (West), s. s. (No. 326), 143.8 ft. w. of Greenwich st., 25.7x184; Maria Van Orden and husband to Thomas Brjkell..... 13,000

135th st., n. s., 355 ft. e. of Willis av., 20x100 (23d ward); Edward Smith and wife to John A. McQuillan..... 7,500

Av. A, e. s., 92 ft. s. of 18th st., 23x95; John Townshend to Elizabeth S. Brice and others..... 500

5th av., e. s., 20.10 ft. n. of 85th st., 22x100; Third Avenue Savings Bank to John Roach..... 34,000

LEASES.

Hudson st. (Nos. 535, 537 and 539½); William M. Walton to Jacob Smith; 5 years..... 4,000

47th st. (No. 11 West); William Baush to Aurian N. Muller; 2 years..... 1,800

MORTGAGES.

Brennan, John, to John Lewis, 123d st., s. s., w. of 7th av.; 1 year..... 500

Brennan, Patrick, to Charles Baxter, s. s. of 123d st., w. of 7th av.; 1 year..... 500

Same to John Brennan, s. s. of 123d st., w. of 7th av.; 1 year.....