THE COURTS.

Strange Divorce Suit Between a Septuagenarian Couple.

A CONGRESSIONAL LOTHARIO

Important Decision in a Real Estate Litigation.

LIABILITIES OF RAILROAD COMPANIES.

Adjudicating upon the various complications arising out of divorce suits continues to occupy no small share of the time and attention of our judges. In the General Term of the Court of Common Pleas an order was entered yesterday in a divorce suit presenting at once unusual and extraordinary features. Its extraordinary character will be seen in the bare preliminary announcement that the lady bringing the suit for divorce is over seventy years of age and the husband, from whom the divorce is sought, a man aged seventy-four years. Another extraordinary feature is that the marital difficulties between this aged and venerable pair date back to nearly a quarter of a century ago. Robert C. Morris and Matilda Morris, these being the names of the parties to the suit, were married on the 23d of December, 1830, by Dr. Milner, in what was then known as St. George Episcopal church, at the corner of Cliff and Beekman streets. They lived very happily together until 1854, when, owing, as Mrs. Harris states in her complaint (she being the party suing for divorce), to the ill treatment of her husband and his infidelities, articles of separation were drawn up between them, she remaining in the house where they then resided and retaining in her care their seven children, and he promising to pay $10 a week toward her and their support. She avers further in her complaint that he ceased paying her this promised allowance at the end of a year, and that thereafter she supported entirely herself and children until 1861, when a reconciliation took place between them. This state of amity did not continue long, however, as he soon, according to her story, renewed his former ill treatment of her, and even went so far as to threaten her life by burning down her house. In May, 1862, she alleges that he deserted her and that the next she heard of him he was living with another woman at Hilton Head, S. C. The complaint recites her subsequent marital troubles until finally, in December, 1875, she brought a suit for limited divorce. Judge J. F. Daly directed payment of alimony and counsel fee pending the suit. An appeal was taken from this decision on the ground that a desertion of twenty years was, under the statute of limitations, an abatement of any suit. Various other proceedings followed, including a motion to punish Mr. Morris for refusing to pay the alimony ordered. This motion was argued before Judge Van Brunt, after which a stay of proceedings was granted by Judge Robinson, or rather an order to show cause why there should not be such stay by filing an undertaking pending an appeal. Judge Robinson granted the stay and ordered the undertaking to be filed. On an argument upon an appeal to the General Term of the Court of Common Pleas the order to punish for contempt has been affirmed, the effect of which is to compel the payment of several hundred dollars arrears of alimony. Mr. Matthew P. Breen is counsel for the plaintiff and Mr. George Percy Howe counsel for the defendant.

Arminda W. Post is seeking a divorce from her husband, J. Charles Post. According to their statement they were married in Suffolk county in 1855. She charges that about a year ago her husband abandoned her and her daughter aged nineteen, and that he is now living in adultery with a woman in Jersey City. It is stated that the efforts to find him have been effectual, and Judge Donohue yesterday granted an order of service of the summons by publication. She charges him also with having made away with $1,000 worth of goods belonging to her, upon which charge the same Judge issued an attachment.

Last in the list of divorce suits occupying the attention of the courts yesterday is a suit brought by William E. Sawyer for divorce from his wife, Martha Sawyer. Mr. Sawyer, who is an inventor, visited Washington to obtain a patent for his invention, and he charges that during such visits to the national capital his wife became infatuated with a Congressman, and in such infatuation forgot her marital vows. On application of Leo Schwab, counsel for Mr. Sawyer, Judge J. F. Daly, of the Court of Common Pleas, yesterday appointed Mr. Stephen H. Olin referee to take testimony in the case.

MATRIMONIAL MISERIES.

Judge McCue, in Brooklyn, yesterday, rendered his decision in the action for divorce commenced last year by Noyes N. Palmer against his wife, Rachel T. Palmer. The plaintiff, who is president of the Maple Grove Cemetery, accused his wife of adultery with one A. Graham, of Williamsburg. The case was referred, when it came up for trial before the City Court, to a referee to hear testimony and determine. When the evidence was all in for the plaintiff the counsel for the lady, holding that the husband had failed to make out his case, refused to call any witnesses. The referee reported to the Court in favor of the plaintiff. Argument was heard by Judge McCue a few days ago upon the opposition of counsel for the defendant to the confirmation of the report of the referee. It was held by the counsel for Mr. Palmer that the Court could not interfere in the case. Judge McCue in his decision says:—

> I am satisfied that no judgment can be entered for divorce on the ground of adultery on the report of a referee without application to the Court. The report may form a basis of the judgment, but does not constitute in itself the judgment of the Court. (Hancock vs. Hancock, 22 N. Y., p. 568.) It follows, therefore, that as to the application for judgment the Court has a right to review the decision of a referee and to refuse its consent to an entry of judgment if, in the opinion of the Judge presiding, the testimony is not sufficient to warrant a decree.

The defendant, who is a very respectable and prepossessing lady, is about thirty-three years of age. She denies the allegation of the plaintiff and says that the charge is a conspiracy to injure her.

The referee to whom was referred the action brought by Mary Halbert against Albert Halbert, her husband, for absolute divorce, yesterday reported in favor of the plaintiff. Judge McCue granted the decree, which gives Mrs. Halbert the right to marry again. She also retains the custody of their child, who is five years old. On the examination before the referee it was shown that the defendant, who is only twenty-three years of age and who is employed as clerk in a store in this city, had been intimately acquainted with one Daisy Ward, and a large batch of silly amatory epistles which had passed between them constituted a part of the evidence against him.

IMPORTANT REAL ESTATE CASE.

In February last Marks Rinaldo entered into a contract with Frederick Hausmann to sell No. 324 Henry street for $26,000 subject to a $6,000 mortgage. It was arranged that the title should pass at the office of Messrs. Jacobs & Sink. There was at the time the contract was entered into a first mortgage of $15,000 and a second mortgage for $5,000 on the property, which still remained on at the time the title was to be delivered. Both of the mortgagees appeared at Messrs. Jacobs & Sink's office at the time specified. The second mortgagee had his satisfaction piece executed and ready to deliver, and the first mortgagee was then ready to draw a satisfaction piece to deliver and the mortgage of $6,000 drawn up. Mr. Hausmann refused to accept title on the ground of the action of the mortgagees, and would not accept the offer of the mortgagees to cancel them. A suit was accordingly begun to compel a specific performance of that contract, the case being tried before Judge Van Brunt, at Special Term of the Court of Common Pleas, in November last. The defendant relied on the case of Morange vs. Morris, in third of Keyes, 48. The plaintiff relied on the case of Hinckley vs. Smith, in 51 New York, 21, and that the proof showed that all the vendee did was to refuse to take the title. Messrs. Jacobs & Sink appeared for the plaintiff, Messrs. Culver & Wright for defendant and ex-Judge Cardozo of counsel.

Judge Van Brunt yesterday rendered the following decision, being one of the most important real estate decisions that has been given in the courts in a long time:—

> I am aware that the language of the Court in the case of Morange vs. Morris, 3 Keyes, 48, sustains the defendant's position in this case. The Court say that "it is the duty of the seller to have the mortgages discharged before the time arrived at which he stipulated to convey." The laying down of so broad a principle was not necessary to a decision of that case. The case of Hinckley vs. Smith, 51 New York, 21, is a much later authority, and is in direct conflict upon this point with the case of Morange vs. Morris. The case of Hinckley vs. Smith lays down the rule that the seller must be in a position at the time he is to convey and upon the receipt of the purchase price to deliver just the title which he has agreed to convey. In the case now at bar the evidence shows that if the defendant had shown any inclination to take the title there would have been delivered to him simultaneously with the payment of the purchase price satisfaction pieces of the mortgages about which complaint is now made. I do not think that any purchaser can require more than that he shall receive when he parts with his money, a deed conveying the premises to him, together with releases of all claims which he has not assumed. I am of the opinion therefore that the plaintiff, having been in a position to have satisfaction pieces of this mortgage delivered to the defendant simultaneously with the payment of his purchase money has done all he was required to do, and is entitled to a decree for specific performance. Judgment accordingly, with costs.

RIGHTS OF RAILROAD TRAVELLERS.

On Friday, 1875, John Kelsey, a resident of New York, was a passenger on a car of the Pennsylvania Railroad Company, travelling from Uniontown, N. J., to New-York in the same State. While on the route Kelsey was ejected from the cars by the conductor on the ground that he had not paid the proper fare. Kelsey brought suit against the company for $10,000, in the United States Circuit Court of this district, before Judge Wallace. The defendants moved to dismiss the complaint on the ground of want of jurisdiction. Judge Wallace yesterday rendered his decision, in which he says the defendants not having appeared and answered generally in the action cannot now claim that this court never acquired jurisdiction because process was not served upon it in the district whereof it was an inhabitant at the time of service. Jurisdiction of the person of a defendant may be conferred by consent or waiver—jurisdiction of the subject-matter of the action cannot. The defect in the complaint of omitting to allege sufficiently that the defendant is a citizen of a different State from that of the plaintiff is amendable, and does not constitute a sufficient ground for dismissing the action upon a motion of this kind. He therefore denied the motion.

SUMMARY OF LAW CASES.

Judgments for the city were ordered yesterday in the suits of Samuel Cohn and the Methodist Episcopal church of Harlem. Both suits were brought for the vacation of assessments.

Suit has been begun in the United States District Court against John R. Nickels, of No. 697 Broadway, to recover $3,600, being the penalties upon thirty-six packages of medicated fruit not stamped as provided by law.

Twenty-five cases were called on yesterday in Supreme Court, Special Term, before Judge Lawrence. Counsel were not ready in any of the cases, so that the court had to adjourn without doing any business. This is only another proof that the delay in trying suits is mainly chargeable upon counsel.

In the suit of John Steward against the Phœnix Fire Insurance Company, of Brooklyn, to recover on a policy of insurance, the full facts of which have already been published in the HERALD, a verdict was yesterday rendered in favor of the plaintiff, before Judge Barrett in the Supreme Court for $4,283 93, including interest.

Before Judge Van Hoesen, in the Court of Common Pleas, was called to trial yesterday the suit brought by R. G. Solomon against David Morell, such suit being brought to set aside two conveyances alleged to be fraudulent as against creditors. Messrs. Blumenstiel & Ascher appeared for the plaintiff and R. S. Newcombe for the defendant.

Joseph Van Doren has brought suit against David Allerton, Edward McMurdy and W. C. Moore to recover $2,404 02, claimed to be due him as superintendent of the National Ashphalt Composite Company. The case was tried yesterday, before Judge Van Brunt, holding Supreme Court, Circuit, and a sealed verdict ordered for this morning.

Judge Donohue, in Supreme Court, Chambers, yesterday took the papers, on a motion for an allowance in the suit of the Children's Aid Society against Noyes. A will was contested by the plaintiffs on the ground of alleged fraud, and the Surrogate and General Term both decided in favor of defendant.

The case of Sergeant Miller, in which a mandamus is sought against the Police Commissioners to compel them to make requisition on the Comptroller for money to pay him for services as Sergeant of Police under the recent decision of the Court of Appeals, holding that his dismissal from the police force is illegal, came up for argument yesterday before Judge Donohue, in Supreme Court, Chambers. After some discussion the matter was set down for Monday next.

Assessments were levied on property belonging to owners of thirty-seven lots on Eighth avenue, between Fifty-ninth and 122d streets, and an application was yesterday made to Judge Donohue to have the proceedings of the Board of Assessment and Correction transferred to the Supreme Court. It is claimed that the property was injured by the grading of the streets. The Court took the matter under advisement.

The suit of the Emma Silver Mining Company vs. Trenor W. Park and others was continued yesterday before Judge Wallace in the United States Circuit Court. The Court having decided that the prospectus of the company, statutory declarations of Park and Professor Silliman's report were admissible as evidence, Mr. Foulkes read these documents and a report of a meeting of the directors from the minute books of the company. A portion of the evidence of J. H. Pulcson was then read, and the case was adjourned till this morning.

Abram Levy was the assignee of W. Bemack. The assets of the assignee were $2,649 50. Levy carried on the business of Bemack, sold some of his goods at retail, sold some at auction, and in settling up the business reported left in his hands $91 55 for the payment of creditors, the balance having been absorbed in auctioneers' fees and other disbursements, including the payment of lawyers. The case was called to Judge Robinson, who decided yesterday that $25 for drawing the assignment was the only legal expense that could be allowed. He disallowed other disbursements, thus adding several hundred dollars to the fund to be paid to the creditors.

The only important case yesterday before the Superior Court, General Term, was the argument on appeal in the suit of Lesley E. Weston against the New York Elevated Railway Company. Weston, in crossing the platform of the company at the Battery to get on a car, slipped on the ice and was awarded in a suit before Judge Sedgwick $9,000 damages on account of injuries thus sustained. It was claimed for the plaintiff that the company was bound to keep in safe condition all its platforms and the approaches thereto, while, on the other hand it is contended that the railroad company is not bound to use any precaution against slipperiness other than a prudent manwould ordinarily take against any reasonably anticipated danger. The court took the papers.

In the Supreme Court, General Term, arguments were heard yesterday on appeals from orders in two important suits. The first was an appeal from an order denying a motion of Valentine L. Lang, receiver of the New Jersey and New York Railroad Company, to continue an injunction restraining the National Trust Company from selling or disposing of $100,000 worth of mortgage bonds left as collateral for money loaned. The second case was an appeal from an order denying an application of the Receiver of the German Uptown Savings Bank to compel the receiver of the Manufacturers and Builders' Bank to pay $28,877 42, alleged to be the balance of a deposit and entitled by statute to a preference. In both cases the Court took the papers.

Henry Joseph Yserbyt was brought to this city yesterday from New Orleans, where he was arrested some few days since by one of the employes of the Coudert Brothers, of this city, on a warrant issued by Kenneth G. White, United States Commissioner, charging him with forgeries committed in Belgium. The accused submitted to removal here without question, and now desires immediate removal to Belgium to meet the charges against him. He will probably be sent there by next steamer.

Grosvenor P. Lowrie, a well known lawyer of this city, is said to be Senator Conkling's favorite for United States District Attorney, in place of the present incumbent, Bliss.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Donohue.

Stanton vs. Prankhard; The L. & R. Powder Company vs. Piggott; Weiman vs. Benedict; The North River Insurance Company vs. Fitzgerald; matter of Stuyvensen; Duffy vs. The Mechanics and Traders' Bank; matter of Bixby; Morgan vs. Bernbaum, and Byrne vs. Burchell.—Granted.

Patterson vs. McCann; Benschoten vs. Wight et al., and Dailey vs. Mills.—Denied.

Tyng vs. Baird.—Motion granted.

Ball vs. Belden, and Sloane vs. Gould.—Settled.

Graf vs. Rosenberge.—One hundred and eighty-five dollars allowance to the defendant.

SUPREME COURT—SPECIAL TERM.

By Judge Lawrence.

Cohen vs. The Mayor, &c., and The Methodist Episcopal Church vs. The Mayor, &c.—Orders granted.

COMMON PLEAS—SPECIAL TERM.

By Judge J. F. Daly.

Stewart vs. Fields.—Motion denied. No costs.

Schuchman vs. Sturtzkober.—Findings settled.

Huebner vs. Roosevelt.—Motion papers have not been submitted.

Lauterbach vs. Taberle.—Application denied, with $10 costs. See memorandum.

Scott vs. Cassin.—Motion referred to Judge Van Brunt. See memorandum.

O'Gorman vs. Kamak.—Motion denied. See opinion.

SUPERIOR COURT—SPECIAL TERM.

By Judge Speir.

Fleischel vs. Seiler et al.—Findings proposed by the plaintiff allowed and settled. The amendments to plaintiff's findings disallowed and defendant's proposed findings disallowed.

Powers vs. Curry.—Order restoring cause to calendar for January 10.

By Judge Sanford.

Wing vs. Goodridge.—Motion granted, with $10 costs.

MARINE COURT—CHAMBERS.

By Judge McAdam.

Oakley vs. Trimble.—Opinion.

Steers vs. Murphy.—Defendant ordered to satisfy claim.

Solomon vs. Schweitzer.—Motion denied.

Onderdonk vs. Basley.—Motion granted.

Reichers vs. Morgan; Bowne vs. Henry; Goldsmith vs. Lockwood; Columbia Grain Company vs. McDermott; Wafler vs. O'Connor.—Defaults noted.

Kniffin vs. Hecht.—Proceedings dismissed.

Chamberlain vs. Wilcox.—Surety Coar rejected.

Green vs. Barnes.—Complaint dismissed.

Foote vs. Koehler.—Attachment ordered.

Hall vs. Templeton.—Default opened.

Meeks vs. Lawrence; Hale vs. Rohe; Lazear vs. Boese; Mays vs. Pearsall; The Chatham National Bank vs. Wilson; White vs. Schaiferman; Dubois vs. Goll; Gilman vs. Schwecter; Ten Eyck vs. Balcsza; Manufacturers and Merchants' Bank vs. Haessler; Ahern vs. Smith; Green vs. Barnes.—Orders granted.

Black vs. Bastino.—Bond approved.

Marcella vs. Pollone; Keep vs. Lupton; McFadden vs. Pinckney; Graulich vs. Brown; Moore vs. Osborn; Gouge vs. Korker; Krumisel vs. Schneider.—Orders granted.

By Judge Sheridan.

Fucek vs. Lump.—Motion denied, with $10 costs.

Kinghorn vs. Killian.—Order signed.

GENERAL SESSIONS—PART 1.

Before Judge Gildersleeve.

THE MILK INQUISITION AGAIN.

Twenty-nine cases were on the calendar yesterday for trial, the prosecution being at the instance of the Board of Health for violation of the ordinance against selling adulterated milk. When the first case was called Mr. Lawrence, who appeared for twenty-four of the defendants, stated on behalf of the Milk Dealers' Association that it had been agreed between counsel on both sides in the case of Schrumpf to abide, so far as the other defendants were concerned, by the result of that trial. In that case a writ of error had been obtained, and as the matter was now before the Supreme Court, where it would be reached as soon as possible, it was the intention of the defendants to abide by that decision which had not yet been given. If the defendants pleaded guilty, and should the General Term order a reversal of judgment in the case of Schrumpf, the men now charged would have no redress. Under the circumstances, he thought that they ought not to be forced to trial. Mr. Prentice having been heard in reply on behalf of the Board of Health, Judge Gildersleeve said that as the previous case had been tried before Judge Sutherland he thought it was only proper that the cases now called, as well as the arguments in relation to them, should be heard before him. He would therefore adjourn them until Monday.

The following persons, also charged with violating the ordinance of the Board of Health in respect to the sale of adulterated milk, but not members of the Milk Dealers' Association, pleaded guilty and were fined $50 each; George Schaffer, No. 509 Sixty-first street; John A. Miller, No. 33 Suffolk street, and Francis Pfleger, No. 167 East Second street. Elizabeth Grieb, a widow, who formerly sold milk at No. 114 Willett street, but who abandoned the business a few months ago and now keeps a small boarding house, was arraigned, pleaded guilty and threw herself on the mercy of the Court. Judge Gildersleeve said he thought it was a case of hardship, and that the woman might have to remain in prison some time if he imposed a heavy fine, and concluded to fine her $10. The poor woman only had $1 in her possession, and a friend who was in court gave her $4 more, making $5 in all, which Judge Gildersleeve said was sufficient, and she was discharged.

AN ALLEGED BOGUS OFFICER.

Gabe Costali, said to be a member of a notorious gang of professional blackmailers, and who was also alleged to have been identified with "Garibaldi" in the Fifteenth precinct until their leader was lodged in jail, was arraigned at the bar on the charge of extortion. In opening the case for the prosecution it was stated that on the 27th of August last the prisoner called at the house of Marie Cremont, whom he asked for $20 with which to gamble, promising to return it the following day. The woman refused the request, and shortly afterward Costali returned with two other men who, he said, were officers from the office of the District Attorney. Upon again refusing the prisoner money he threatened to have her arrested for keeping a disorderly house, and, on going outside, he created a disturbance, using abusive epithets toward the complainant. Captain McDowell promptly had him arrested. The complainant was examined, and testified to the foregoing facts, and the further hearing of the case was adjourned until this morning.

HOW AN ENGLISHMAN "BEAT" THE GAME.

Joseph Harris, a respectable looking man, was arraigned at the bar on the charge of keeping a gambling house at No. 1 College place. The indictment charged that William D. Horsley was induced to enter the establishment on the 27th of December, where he played a game called "banco" and lost $132, an amount which, he claimed, was obtained from him by illegal means. The prisoner was sentenced to be imprisoned for ten days and to pay a fine of $10.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Donohue.—Nos. 11, 23, 91, 93, 94, 105, 114, 115, 116, 126, 154, 160, 174, 176, 177, 194, 210, 213, 216, 221, 222, 223, 224, 227.

SUPREME COURT—GENERAL TERM—Held by Judges Davis, Brady and Daniels.—Nos. 111, 15, 51, 61, 63, 73, 82, 86, 5, 5½, 12, 13, 17, 27, 28, 30, 31, 37, 47, 50, 52, 54, 55, 56, 64, 133, 137, 138, 139, 140.

SUPREME COURT—SPECIAL TERM—Held by Judge Lawrence.—Nos. 8, 23, 185, 279, 35, 38, 46, 48 to 65 inclusive.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Van Vorst.—Short causes—Nos. 3853, 3970, 3907, 3765, 3589, 3653, 4271, 4265, 4047, 3981, 4227. Part 2—Held by Judge Van Brunt.—Nos. 1756, 1770, 3980, 1190, 3998, 1758, 3968, 3988, 3974, 4040, 3763, 1968, 4190, 4268, 4046, 4086, 4227, 3876. Part 3—Held by Judge Barrett.—Nos. 3967, 3359, 4023, 3889, 3890, 1571, 2855, 3487, 3105, 4021, 2703, 4293, 4215, 3881.

SUPERIOR COURT—GENERAL TERM—Held by Judges Curtis, Freedman and Sanford.—Nos. 11, 15, 16, 17, 21, 23, 25, 26.

SUPERIOR COURT—SPECIAL TERM—Held by Judge Speir.—No. 74. Demurrers—Nos. 3 and 4.

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Judge Sedgwick.—Nos. 359, 205, 362, 361, 623, 451, 410, 4052, 460, 468, 437, 480½, 481, 447, 401, 444, 415, 411, 453, 435, 500½, 348, 269, 652, 425, 436, 501, 502, 503, 504. Part 2—Adjourned until January 15.

COMMON PLEAS—GENERAL TERM—Held by Judges Daly, Larremore and Robinson.—Nos. 28, 49, 52, 69, 70, 71, 73, 75, 76, 77, 78, 81, 82, 84, 85.

COMMON PLEAS—EQUITY TERM—Held by Judge J. F. Daly.—No day calendar.

COMMON PLEAS—TRIAL TERM—Part 1—Held by Judge Van Hoesen.—Nos. 1014, 766, 1018, 412, 859, 909, 974, 722, 384, 937, 493, 370, 144, 724, 930, 143, 395, 470, 799, 877, 88, 1004. Parts 2 and 3.—Adjourned for the term.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Shea.—Short causes—Nos. 5787, 7238, 5892, 7650, 7064, 9704, 6856, 7696, 7378, 4340, 7259, 6639, 7712, 7022, 7023. Part 2—Held by Judge Goepp.—Nos. 8986, 7670, 5009, 7462, 7630, 7671, 7647, 7633, 7196, 6843, 7039, 7681, 7689, 7029, 6719. Part 3—Held by Judge Sheridan.—Nos. 7651, 7678, 7153, 7684, 7300, 7627, 7654, 7672, 7675, 7665, 7011, 7666, 7698, 7663, 7659.

COURT OF GENERAL SESSIONS—Part 1—Held by Judge Gildersleeve.—The People vs. David Starling and Michael Donnelly, robbery; Same vs. Antonio Marino, felonious assault and battery; Same vs. Francisco Bagone, felonious assault and battery; Same vs. Martha White, felonious assault and battery; Same vs. John O'Keefe, burglary; Same vs. Eugene Progers, grand larceny; Same vs. Gabe Costale, extortion.

REAL ESTATE.

Yesterday was a remarkably dull day at the Real Estate Exchange, no sales being effected, as the only sales announced were adjourned.

A foreclosure sale of property the east side of Broadway, 100 feet south of 132d street, by Howard W. Coates, was adjourned to January 11, and a foreclosure sale of property on Amity, near Macdougal, by Blackwell, Riker & Wilkins, was adjourned till February 1.

PRIVATE SALE.

Lespinasse & Friedman sold the following four lots on January 3:—One lot on north side of 115th street, 100 feet east of Fifth avenue, size 25x136; one lot on north side of 115th street, 150 feet east of Fifth avenue, size 25x99; one lot on north side of 115th street, 175 feet east of Fifth avenue, size 25x64; and one lot on south side of 127th street, 400 feet east of Seventh avenue, size 25x100, for $7,200, cash.

TRANSFERS.

Attorney st., s.w. corner of East Broadway, 51.3x55; John Purcell and wife to James Kearney $55,000
Broome st. (No. 569), 22x68; same to same 12,000
Broome st. (No. 569), 22x68; James Kearney and wife to Mary Purcell 12,000
Attorney st., s. w. corner of East Broadway, 51.3x55; same to same 55,000
128th st., n. s., 270 ft. w. of av. A, 18.9x100.10; Eleanor Requa to Mary A. Brosnan 13,500
Lewis st., e. s., 58.9 ft. n. of Grand st., 40.1x20.4; Edward K. Raubitschek and wife to Catharine Goetz 11,000
Goerck st. (Nos. 103, 105 and 107), 75x100; rene seeling to Elizabeth Popper 28,000
Lewis st., e. s., 58.9 ft. n. of Grand st., 40.1x20.4, Samuel Zeimer and wife to Edward K. Raubitschek 11,000
19th st., n. s., 100 ft. w. of 1st av., 80x92, Edward B. Kendall and wife to C. Y. Wemple 56,000
Av. B w. s., 99.9 ft. s. of 14th st., 19x95, Lewis S. Goebel (executor), to John McCrystel 9,150
25th st., n. s., lot (No. 87), 25x98.9, Andrew Horn and wife to Anna Horn 18,000
111th st., n. s., 207.2½ ft. e. of 4th av., 25.11½x1to.11, John H. Bloodgood and wife to Patrick H. Lalor 7,000
1st av., s. w corner of 63d st., 25.5x80; Patrick Breslin and wife to Eleanor Requa 24,500
8th st., n. s., between 3d and 4th avs. (lot No. 164); Freling H. Smith, ref., to Landon C. Gray 11,500
75th st., s. s., 100 ft. w. of 1st av., 25x102.2; Charles Q. Osborne to Susan Kuhn 15,000
3d av., w. s., 25 ft. s. of Garden st., 25x100 (234 ward); Richard H. Telier and wife to John L. Siemes 4,000
Pearl st., n. s., 99.3 feet west of Centre st., 18.11x81.11; Robert Porter and others to John V. Halk 8,000
38th st., s. s., 105 ft. e. of 3d av., 21x80; Christian Gerhard to Mary Gerhard ..... Nom.
Rivington st., s. s., 98 ft. e. of Mangin, 22x75; Gesine rehlks to Gesive Eicke ..... Nom.
Av. A, w. s., 25.8 ft. s. of 74th st., 25.6x100; Timothy C. Cronin (referee) to Edward K. Raubelschek 2,000
10th st. (No. 379), 25x94; Franklin A. Paddock (referee) to Charles T. Strauss 7,000

LEASES.

Front st., No. 117, Matthesson & Wiechers' Sugar Refining Company to Booth & Linsly; 5 years $2,750
3d av., corner 62d st., William Shippman to Louis A. Bates; 5 years 1,800

MORTGAGES.

Bishoff, William and wife, to William T. Horn, s. s. of Cornelia st. (No. 24); 5 years $7,000
Same to John Kiefer, s. s. Cornelia st. (No 26); 2 years 7,000
Same to German Exchange Bank; demand 6,000
Bobnert, Henry and wife, to John Gross, n. s. of Houston st., between av. A and 1st av.; 5 years 4,000
Barnett, Baer and wife, to Samuel Greenbaum, e. s. of 2d av., n. of 56th st.; 3 years 1,000
Bliss, Henry H. and wife to Frederick A. Yennie, s. e. corner of av. A and 99th st.; demand 1,000
Bayer, Anna M. and husband, to Sophia Brandel, n. s. of 54th st., w. of 9th av.; 2 years 1,500
Brennan, Thomas and wife, to Emigrant Industrial Savings Bank, n. s. of Carlisle st., w. of Washington; 1 year 2,000
Duffy, Clementine M., to Jacob Siebert, s. s. of Grant av. (24th ward); 1 year 1,000
Donohue, Catharine, to John Mathews, n. s. of 3d st., e. of 2d av.; 3 years 4,000
Fogarty, Patrick and wife, to Thomas McGuire, n. s. of Henry st. (No. 93); 1 year 4,000
Forschner, Charles and wife, to August Goetz, n. s. of 35th st., w. of 2d av.; 5 years 6,000
Fleiry, Samuel R. and wife, to Andrew J. Davis, e. s. of Prospect av. (24th ward); 3 years 6,000
Horn, Anna and husband, to August Gottbelf, n. s. of 25th st. (lot No. 87); 3 years 12,000
Hartmann, George F. and wife, to William Taylor, s. s. of 48th st., between 8th and 9th avs.; 1 year 1,000
Jetter, Frederich, to John Ruof, w. s. of Allen st.; 3 years 8,000
King, James and wife, to James D. Lynch, e. s. of 4th av., s. of 83d st., s. w. corner of 4th av. and 1.7th st.; 1 year 2,000
Saice to Carolina D. Langlois (executrix), s. w. corner of 4th av. and 127th st.; 5 years 15,000
Moritz, Charles, to Charles A. Schumacher, n. e. corner of Cortlandt av. and William st. (23d ward); 3 years 3,000
Same to August Frentel, n. e corner Cortlandt av. and William st. (23d ward); 3 years 2,000
Peiser, George and wife, to Henry Siegel, e. s. of Pitt st., w. of Stanton; 3 years 4,500
Ruprecht, Ludwig G. W. and wife, to Auguste Ridderhoff, s. s. of Delancey st. (No. 139); 5 years 3,000
Ranney, James W., to Kate A. Peck (executrix), n. s. 4th st., e. of 5th av.; 1 year 5,000
Reid, Susan A., to Mary A. Mitchell, n. s. of 134th st., w. of Willis av. (23d ward); 2 years 8,916
Schulz, Valentine and wife, to Sophia Steckmann, w. s. of Clinton st., s. of Grand st.; 1 year 2,000
Sullivan, Susan and husband, to Joseph Reckendorfer, n. s. of 61st st., w. of Madison av.; 3 months 3,350
Same to William Gussow, n. s. of 61st st., w. of Madison av.; 1 month 4,000
Seibt, Robert and wife, to Henry Barleid, w. s. of 3d av., s. of 52d st.; 5 years 12,000
Tyson, William F., to Edward M. Greenley, s. s. of 46th st., w. of 8th av.; notes 800
Same to same, s. s. of 46th st., w. of 8th av.; notes 233
Whitlock, Thaddeus J. and wife, to Benjamin M. White (trustee), e. s. of av. A, corner of 81st st.; 4 years 8,000

RAPID TRANSIT.

THE ALDERMEN PETITIONED TO REMOVE THE HORSE CAR OBSTACLE.

The following petition was yesterday presented to the Board of Aldermen through Alderman Tuomey:—

Your petitioners respectfully represent that they are residents or property owners in the city of New York. That the growth and extension of this city during the past twenty-five years have gradually developed an imperative necessity for means of rapid transit between its extremes. This requirement has been recognized by the Legislature and by the city authorities, and after much effort and many disappointments a carefully devised law was passed by the Legislature of 1875 by and under which it seemed that this great necessity was about to be satisfied. Legal proceedings were duly taken which resulted in an undertaking by the Gilsey Elevated Railway Company to construct upon a favorite route a railway according to the requirements of the Rapid Transit Commissioners of 1875.

At the beginning of the work this company was stayed at the suits of the Sixth Avenue Railway Company by legal proceedings which still continue, which company claims, as your petitioners are informed, that it is secured by the constitution of the United States against all the power of the people of this State in a practically exclusive privilege over nearly the whole of the routes above referred to. If this claim be well founded it is in the power of a horse railroad company not only to exclude competitors who might have the means of carrying passengers faster, but also to compel the people generally to conform all their affairs, business and property interests to the measure of speed conveniently possible upon a horse railroad. Such a claim is offensive and oppressive in the highest degree. An examination of the contract by which the Sixth Avenue Railroad Company holds its present rights discovers that it is authorized to carry on its present business only by free license of the city authorities. The contract under which it derives its rights contains the following provisions:—

> The parties receiving said license shall file with the Comptroller a statement, under oath, of the cost of each mile of road completed, and agree to surrender, convey and transfer the said road to the corporation of the City of New York whenever required so to do on payment by the corporation of the cost of said road, as appears by said statements, together with ten per cent advance thereon. Also, that said parties, on being required so by the corporation, and to such extent as the Common Council shall determine, shall take up at their own expense said railroad, or such part thereof as they shall be required, and on failure so to do in ten days after such requirement the same may be done at their expense by the Street Commissioner.

Now, in consideration of the urgent demand of the public for these increased facilities of travel which a steam railroad would afford, your petitioners pray your honorable body to take such action as will remove the obstacles which are interposed to its construction and secure the desired end.

This petition is signed by William Turnbull & Co., Drexel, Morgan & Co., Brown Bros. & Co., H. B. Claflin & Co., Turnbull & Co., A. L. Hedden, and a number of others.

Consideration of the document was referred to the Railroad Committee of the Board when appointed.

HEAT THE CARS.

MORE DELAYS BY THE ALDERMEN—THEIR POWERS IN THE PREMISES.

The Railroad Committee of the Board of Aldermen has not yet been appointed by President Purroy, so that Alderman Cole's resolution relative to the heating of the street railroad cars still slumbers on the file. It was supposed that all the committees would be announced at yesterday's meeting, but the members of the Finance Committee were alone appointed. It is understood, however, that Alderman Guntzer will be chairman of the new Railroad Committee. That gentleman yesterday stated to the HERALD representative that he was strongly in favor of an ordinance compelling the companies to heat the cars during the cold weather. In fact he had been for several days engaged in the examination of plans submitted to him to carry out this necessary reform. Alderman Cole chafes under the many delays thrown in the way of consideration of his resolution. He says that he will insist upon a prompt report from the Railroad Committee when the matter comes before that body.

It will not do for our City Fathers to throw petty impediments in the path of such a reform. The close relations, in the way of patronage, which exist between some of these gentlemen and the railroad companies are subjects of general remark. Any suspicious movements on the part of the Aldermen tending to favor the railroad companies at this time will be watched with considerable interest by the public.

ALDERMANIC POWERS

There can be no possible doubt that the Aldermen have entire control of directing the railroad companies to heat their cars. According to the agreement made with the Third Avenue Railroad by the Common Council on January 1, 1853, as to the formation of the company and the rules governing the same, the following stipulations, among many others, were made:—

> Such track or tracks to be laid under the direction of the Street Commissioner, and on such grades as are now established, or may hereafter be established by the Common Council, the said parties to become bound in sufficient penalty to keep in good repair the space inside the track and a space two feet each side of the same of each street in which the rails are laid; and also that no steam power be used on any part of the road for propelling cars; and upon the further condition that said parties shall place cars on said railroad, with all the modern improvements for the convenience and comfort of passengers, and that they run cars thereon each and every day both ways, and as often as the public convenience may require under such prudential directions as the Common Council and the Street Commissioner may, from time to time prescribe; and, provided also, that the said parties shall in all respects comply with the directions of the Common Council in the building of the said railroad and in any other matter connected with the regulation of said railroad.

By this extract it will be seen how strict are the terms of agreement laid down between the Common Council and the railroad companies, especially as to running their cars "under such prudential direction as the Common Council and the Street Commissioner may from time to time prescribe."

MUNICIPAL NOTES.

At the meeting of the Board of Aldermen yesterday a resolution was passed providing for the appointment of a committee of five to take into consideration all propositions relating to an increased water supply for New York city.

Charles H. Swan, Comptroller Green's special legislative agent, was yesterday removed by Comptroller Kelly from the position of Register of Licenses in the Finance Department.

General Shaler, Judge Gildersleeve and others yesterday called upon Mayor Ely, for the purpose of protesting against the removal of Klein's Battery from their present headquarters, in accordance with a resolution of the Aldermen.

IN WHAT ATTITUDE?

A resolution was yesterday introduced in the Board of Aldermen providing for the painting of Mayor Wickham's likeness, to be placed in the Governor's room at the City Hall. The matter was laid over.

BROOKLYN'S COMMON COUNCIL.

A caucus of the democratic members of the Brooklyn Board of Aldermen, on Wednesday night, Alderman Black, of the Fourth ward, was chosen President of the Common Council.

BROOKLYN'S FINANCES.

It was reported yesterday, by City Treasurer Cunningham, that there was in the various banks of Brooklyn the sum of $2,963,613 84 to the credit of the city.

BROOKLYN'S DEATH RATE.

There were during the past week 190 deaths in Brooklyn, an increase of five over the total for the previous week.

A BURGLAR'S CONFESSION.

William Fitzgerald, aged twenty-two years, of No. 520 East Thirteenth street; John Keely, aged eighteen, of No. 47 Madison street, and Daniel Connors, aged nineteen, of No. 193 Duane street, charged with breaking into the premises of Louis Lefferts, corner of Bleecker street and Broadway, and stealing $300 worth of silk handkerchiefs and umbrellas, with Augustus Cohen, of No. 68 Baxter street, charged with receiving the stolen goods, were arraigned at the Washington Place Court yesterday. Fitzgerald confessed that he had alone committed the burglary and that with the exception of a couple