THE COURTS.

On the question of usury in connection with negotiable paper Judge Westbrook has rendered an important decision. Edward R. Dickson sued William Y. Edwards to recover on a promissory note for $300. The note was made by Edwards payable to the order of Bailey and Gilbert, dated at New York and payable at the same place. The defence was that the note was a pure accommodation one, made by Edwards and loaned to Bailey and Gilbert, who procured it to be discounted by the plaintiff at a greater rate of interest than seven per cent, and that it was therefore void for usury. The reply of the plaintiff to this was that the note was not a pure accommodation note, but that Bailey and Gilbert gave their note for the same amount to the defendant in exchange therefor. It was conceded that the note was negotiated to the plaintiff by Bailey and Gilbert, the payers thereof, in the State of Massachusetts, and that the interest received thereon was no greater than that allowed by the laws of that State, though more than allowed by the laws of New York. On the trial the jury were charged that if the note in suit was given by the defendant to Bailey and Gilbert in exchange for their note of a like amount their verdict should be in favor of the plaintiff for the sum due thereon. If, on the other hand, they should find that the note was a pure and simple accommodation one, made by the defendant for the benefit of Bailey and Gilbert and loaned to them, that their verdict should be for the defendant. The jury having found for the defendant the plaintiff moved for a new trial, because the charge, as he claims, was erroneous in holding that an accommodation note dated in New York and payable in that State, and negotiated for the first time in Massachusetts at a rate of interest lawful there, could be declared void for usury because the rate of interest thus taken was greater than that allowed by the State of New York. Judge Westbrook has now rendered a decision on that application and awards to the plaintiff a new trial. In his opinion he says:—"The direction given in the charge was based upon the decision in the case of Jewell vs. Wright (30 New York, 259), which holds:—'When a promissory note, made and dated in this State and payable at a bank here, is negotiated in another State, the laws of New York are to control as to the defence of usury.' As the case enunciating this doctrine was a decision by our highest State Court, even though the extent of the decision was rendered unnecessary by the statement in the beginning of the opinion of the learned Judge who spoke for the Court, that confessedly 'the note on which the suit was brought was negotiated at a rate of interest illegal, both in Connecticut and New York,' it was wise to follow it at the Circuit, that the question of fact which the case involved might be disposed of, and then have the cause decided upon the pure legal question now involved." To the doctrine of that case, although reaffirmed by the same Judge (Ingraham) in the case of Hildreth vs. Shepard (65 Barbour, 265-267), Judge Westbrook is unable to subscribe. "The fundamental error of that case," he says, "is in the assumption that in a case like the present the note or contract is made here. The form of the note or obligation may be written here, but it only becomes a note or contract upon its delivery, and it is made when and where it is delivered. A and B may have an agreement drawn between them in this State and they may sign their names to it here, but it does not yet become a complete contract until delivered. If, then, they carry away with them the paper and deliver it elsewhere the place of delivery is the place of contract." The same rule, he maintains, holds good in relation to promissory notes, and the note in this case having been borrowed, to be negotiated by the borrower when and where he pleased, it only became a valid contract when negotiated. This note having been for the first time negotiated in Massachusetts, there the maker of it for the first time contracted by making a valid promise to pay, and by the laws of that State the contract must be governed, and not by the laws of the State of New York, where the note was merely written. To sustain this position the Judge quotes decisions of the Supreme Court of the United States reported in the first and twenty-first of Wallace, and says that as the plaintiff in this case is a citizen of Massachusetts seeking to enforce a contract made in that State in our courts, it is very proper, in the final disposition of the cause (article 3, sec. 2, of cons. U. S.), that the Supreme Court of the nation should be followed rather than that of the highest tribunal of our own State. As the note in suit was not negotiated at usurious rate of interest under the laws of Massachusetts, where the Judge now holds it, for the foregoing reasons, to have been negotiated, he awards the plaintiff a new trial.

ACCIDENT SUITS.

There were several accident suits disposed of yesterday in the courts. Among others was one brought by Otto Kuse against the New York, New Haven and Hartford Railroad Company. Kuse, while crossing Tenth avenue at Seventy-fourth street, was knocked down and badly injured by a locomotive of the New York, New Haven and Hartford Railroad Company. On his suit for damages, tried before Judge J. F. Daly, in the Common Pleas Court yesterday, he complained that there was no bell rung and no warning whistle given, although the night was so foggy that it was impossible for him to see the approaching engine. The defendants asserted, on the other hand, that not only was the bell rung, but when the train emerged from the tunnel and plaintiff was seen on the track a warning whistle was given and the brakes were put on, which was proved. The jury considered it a case of contributive negligence and found for the defendants.

The case of James Olwell against John L. Hasbrook, to recover $5,000 damages for the death of his deaf and dumb son, caused by falling through defendant's hatchway, resulted, before Judge Sedgwick, of the Superior Court, yesterday, in a verdict for defendant.

The suit of Catherine Quinn against the Daviess Glencove Starch Company was tried before Judge Freedman in the Superior Court yesterday. Plaintiff claimed $5,000 damages for the death of her husband James, caused, as she alleged, by a grating on defendant's establishment falling on him, October 28, 1874. The defence was that the deceased had been in their employment; his duty was to look after the hatch; they had no notice it was insecure, and if it was so it was because of his negligence, and that his death did not result from the hurt caused by the injury, but by his own bad and injudicious habits. Case on. Brady and Harman for plaintiff; Marsh and Wallace for defendant.

Hugh McKeever sued the New York Central and Hudson River Railroad Company to recover damages for injuries to his little son, who was attempting to cross the track in front of a moving train. The evidence tended to show negligence on the part of the boy, that there was none on the part of the employes of the company, but, on the contrary, the bell had been rung, the whistle blown and every effort made to stop the train and avoid the accident. Upon this state of facts and on motion of Mr. Frank Loomis, counsel for the company, Judge Lawrence, before whom the trial was had in Supreme Court yesterday, dismissed the complaint.

DAUGHTER AGAINST MOTHER.

In 1860 a dry goods merchant in this city, named Lurad C. Heath, purchased a house in Tenth street, another in Eleventh street and a farm in New Jersey. The deeds of the houses were made in the name of his wife, who, it is alleged, had a great dread of poverty, and constantly importuned her husband when he bought property to purchase it in her name, so that provision might be thus made, as she said, for their only child, a daughter. The wife obtained from her husband a deed of the New Jersey farm, after which he separated from her and went to Washington. In 1866 the wife, wanting to sell the farm, found that the deed to her was, under New Jersey law, void, and the husband refused to execute the conveyance unless his wife would stipulate to invest the proceeds for the benefit of their daughter, to which the wife assented. Instead of conforming to her stipulation, however, she immediately invested the proceeds in houses in this city in her own name. In 1872 Mr. Heath died, and she married a Mr. Sibley. The daughter, a Mrs. Mason, now brings suit against her mother to have the houses purchased in this city with the proceeds of the Jersey farm declared hers. The case came before Judge Van Vorst, in Supreme Court, Special Term, yesterday, and after the submission of testimony, of which the foregoing is the substance, decision was reserved by the Court.

DECISION IN THE BISCHOFF CASE.

In the case of the United States against Henry Bischoff, charged with issuing certificates resembling passports, Commissioner Osborn yesterday rendered an opinion. The Commissioner states the only question to be determined in this case is whether the instrument called a "certificate of identity" is in the nature of a passport. Passports are granted by the government of a country to its subjects or citizens to facilitate their travel from point to point in other countries. Their issue is limited to the citizen, and their principal efficacy is in identifying the possessor as a citizen and in asking aid and protection for him as such citizen; but between the American citizen and the foreign born resident of this country there is a manifest difference. It is easily conceivable that the latter might, on occasion of visiting other countries, require evidence or certification of the fact of his domicile, more or less continuous, and for a longer or shorter period of time. The Commissioner's attention has been called to the issue by the Prussian government of discharges from allegiance and its liabilities conditioned upon the establishment of a domicile within six months beyond its territory. For other purposes, and those quite distant from those which a passport is intended to subserve an authoritive certification of the identity of an individual not entitled to a passport, may be a convenience. Applying to this instrument as its true test the evident design with which it was issued and the evident purpose of its possession rather than accidental points of resemblance between it and a passport. I am of the opinion that they are not of the same nature. It is true that this certificate was shown to be in the possession of a citizen of the United States. In fact, the statute under which the complaint is made limits its operation to the issue of the prohibited documents to citizens. The distinctive character of a passport, however, is a certification of the citizenship of its possessor. This feature is entirely absent from the certificate here exhibited; and from the simple fact that a naturalized citizen may have supposed that the possession of the certificate might have served him in lieu of a passport, I am not at liberty to infer that it is of a similar nature to a passport. The difference between the two documents is as essential and a vital one, and I cannot construe the statute as applying to the prohibition of the issue of such a document as the one in question. With these views the complaint must be dismissed and the prisoner discharged.

SHIP OWNERS' LIABILITY.

An action was brought by Bennett & Beckers, of the Standard Tea Company, to recover from the owners of the ship Eastern Star and the steamer Garrett Polhemus the price of a quantity of stores furnished to the crews of those vessels. The case came to trial yesterday, before Judge Alker and a jury, in Part 1, of the Marine Court, Mr. Denis F. Spellissy appearing to represent the plaintiffs and Messrs. C. and N. D. Lawton the defendants. On behalf of the latter it was claimed that the captains and crews of the vessels were alone liable for the price of the stores. It was shown on the part of the plaintiffs, however, that one of them had personally solicited the credit, and this question of fact having been submitted to the jury they found a verdict in favor of plaintiff.

SUMMARY OF LAW CASES.

Judge Donohue appointed Samuel Wilkins receiver of the Atlantic Fire Annihilator Company yesterday. The appointment is made on the ground of the admitted insolvency of the company.

In the suit brought by Christina Nothwick against Ferdinand and George F. Boos to recover the value of a quantity of furs, which she alleges the defendants took forcibly from her house, the facts of which have already appeared in the HERALD, the jury rendered a verdict yesterday in favor of the defendants.

William W. Wright furnished hay and oats to the Police Department in 1872 to the extent of $3,725. The city offered to let him enter judgment for $3,100 and costs, and he did so in 1873. Now he wants leave to sue for the balance, and made a motion before Judge Donohue, in Supreme Court, Chambers, yesterday for such an order. Decision was reserved.

In the United States District Court the assignees in bankruptcy of A. Miller & Co. obtained a verdict against Gordon Conkling, Jr., & Co. for $10,413 39 upon promissory notes of the defendants, one of whom (Conkling) had, since making the notes, himself obtained a discharge in bankruptcy. This was held not to be a sufficient defence, for the reason that the firm of G. Conkling, Jr., & Co. had property at the time of the bankruptcy of Conkling, and his copartner had not been joined in the proceedings nor his firm assets adjudicated upon. F. C. Bowman and F. N. Bangs appeared for the plaintiffs and Mr. Farnsworth for the defendants.

William H. Wood was appointed a fireman in 1865, and continued in service until August 28, 1872, when he was retired by the Commissioners from active service upon an annuity of $150. Claiming, however, that the Commissioners had no power to enforce his retirement, he brought an action against the city to recover full pay from the time of his retirement. Judge Sedgwick, before whom the case was tried, directed a verdict in plaintiff's favor for the amount claimed, about $5,000, and then, on motion of the Corporation Counsel, set the verdict aside in order that the case may be presented to the General Term for final decision. Mr. J. L. Van Der Zee appeared for the plaintiff and Mr. D. J. Dean for the city.

Some time since, when the action for criminal conversation brought by August Ceasar against Philip Kruger, and in which the plaintiff asks $100,000 damages, was about to be reached for trial, a full and exclusive report of the facts appeared in the HERALD. Since then it has been delayed by the usual causes peculiar to law suits, but is to be reached for trial to-day before Judge Lawrence. The circumstances are somewhat outside the ordinary pale of crim. con. suits, and that fact, combined with the position of the respective parties in the business which they pursue—plaintiff being a jeweller and defendant a wealthy pork packer—their case excites considerable interest in the business circles to which they belong. Both sides announced their readiness for trial yesterday, Messrs. O'Neil & Kintzing representing plaintiff, and Messrs. Brooke & Levy the defendant.

Alexander Strause, formerly in the employment of Robert Bonner, who was convicted on the 18th of June last of stealing registered letters belonging to Mr. Bonner and sentenced to Kings County Penitentiary for eighteen months, has been pardoned by President Hayes.

GENERAL SESSIONS—PART 1.

Before Recorder Hackett.

A BRACE OF SWINDLERS PUNISHED.

August Naiman, alias Schust, alias Meyer and a number of other appellations, who gave his address as No. 55 Eldridge street, and Henry Loel, alias Smith, of No. 510 East Twelfth street, were arraigned by Assistant District Attorney Russell charged with obtaining money under false pretences. On the 11th of February they entered the store of Catherine Husteen, No. 87 Eighth street, and on the pretext of looking for somebody displayed several tablecloths, which they said were worth $50 each. They succeeded in raising $180 on them, but it was subsequently ascertained that they were worth only $2 50 each. On the 8th of March last the two men visited the saloon of I. D. Reins, No. 1,523 Second avenue, and exhibited a case containing two watches and two chains, stating that they had just come from Germany. The sum of $125 was raised, but the jewelry turned out to be bogus. The prisoners pleaded guilty and were sent to the State Prison each for the term of two years and six months.

THE UNION TRUST COMPANY FORGERY.

In the case of Horace K. Brown, who was jointly charged with George W. Chadwick for the forgery of $64,000 on the Union Trust Company, Assistant District Attorney Bell moved for his discharge, but states that he was a material witness in the case of Clement Hearing and others who were arrested for the same offence. He moved that he be held in the sum of $2,000 bail, in default of which he was sent to the House of Detention.

GENERAL SESSIONS—PART 2.

Before Judge Gildersleeve.

"SNAKE" MARY'S DAUGHTER.

A herculean looking woman with high cheek bones and a very determined expression, giving the name of Mary Cole, was arraigned yesterday by Assistant District Attorney Herring charged with having on the 17th of July, 1876, stolen two rings and other property belonging to a colored woman named Martha Clayton, of No. 218 Wooster street. It was a peculiar case, illustrative of the ability which clairvoyants are said to possess. The prisoner introduced herself to the complainant as the seventh daughter of the Great "Snake" Mary. She generously proffered to tell her fortune and to change her luck, which had previously been in accordance with the times, but informed her that to make her "divination" perfect she should be left alone in the room. To this Mrs. Clayton consented, and during her absence the fortune teller ransacked her trunk, consoling the complainant on her return with the information that there were great things in store for her. It was not until after the departure of the good fortune teller that the complainant discovered her loss, and was, doubtless, then convinced that she had taken the wrong means to secure worldly possessions. Some time after the prisoner was overhauled for a somewhat similar offence and was immediately recognized as the "defaulting prophetess." She yesterday denied the charge, but the jury failed to be convinced by her excuses and returned a verdict of guilty. Judge Gildersleeve sent her to the Penitentiary for six months.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Donohue.—Nos. 35, 104, 109, 112, 124, 125, 152, 234, 235, 246, 261, 270, 272, 273, 274, 275, 277.

SUPREME COURT—SPECIAL TERM—Held by Judge Van Vorst.—Nos. 287, 323, 151, 348, 65, 184, 209, 225, 295, 352, 353, 356, 357, 360, 364, 365, 367, 368, 160, 331, 343, 369, 370, 371, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 385, 386, 387, 388, 389.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Lawrence.—Nos. 3679, 3127, 2895, 3103, 3153, 3155, 3157, 3173, 3271, 3273, 2985, 4673⅝, 777, 3175, 2719, 4723, 99, 3285, 155, 2721, 1381, 1003⅛, 1038¼, 2933, 4517, 3943, 4647. Part 2—Held by Judge Barrett—Case on.—Hewlett vs. Wood. No day calendar. Part 3—Held by Judge Van Brunt—Case on.—Hart vs. Taylor et al. No day calendar.

SUPREME COURT—GENERAL TERM and SUPERIOR COURT—GENERAL TERM—Adjourned *sine die*.

COMMON PLEAS—GENERAL TERM.—Adjourned until first Monday of May.

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Judge Freedman.—Nos. 633, 794, 886, 887, 159, 1034, 379, 926, 1098, 1101, 1069, 513, 1109, 1110, 1113, 1115, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126. Part 2—Held by Judge Speir.—Nos. 539, 540, 635, 474½, 565, 825, 552, 554, 395, 1183, 778, 779, 354, 977, 999, 770, 780, 541, 788, 1014, 360, 772, 770½, 605, 971. Part 3—Held by Judge Sedgwick.—Nos. 815, 593, 1093, 1096, 664, 688, 596, 980, 792, 835, 1039, 1042, 679, 905, 1048, 1063, 1076, 684, 804, 1050.

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

COMMON PLEAS—TRIAL TERM—Part 1—Held by Judge Van Hoesen.—Nos. 1518, 1519, 705, 1186, 698, 1050, 237, 337, 714, 473, 1539, 960, 1225, 1192, 630, 269, 1650, 1637, 892, 953, 867, 1086, 1039, 966, 885, 965, 465, 1135, 660, 1209, 928. Part 2—Held by Judge Larremore.—Nos. 1123, 1067, 932, 143, 1311, 1129, 860, 1068, 175, 587, 1040, 1769, 560, 954, 1679, 789, 516, 1080, 1127, 385, inquest, 497. Part 3—Held by Judge J. F. Daly.—Nos. 1247, 1735, 1188, 1266, 403, 1078, 1279, 1115, 493, 1120, 1284, 42, 1029, 389, 1766, 1267, 1268, 924, 1077, 1262, 1252, 1274, 1212, 1265.

COMMON PLEAS—EQUITY TERM—Held by Chief Justice C. P. Daly.—No. 34.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Alker.—Nos. 8098, 8050, 7829. Part 2—Held by Judge Sheridan.—Nos. 1358, 8624, 3827, 6489, 8317, 8666, 8642, 8648, 8751, 8218, 8686½, 8793, 8771, 8328, 8773, 8588, 8788, 8800, 8756, 810. Part 3—Held by Chief Justice Shea.—Nos. 19, 45.

THE COWENHOVEN ESTATE.

A report was rendered to the Supreme Court of Kings county, yesterday, by the Commissioners appointed to appraise the value of the land on Atlantic avenue, Brooklyn, claimed by the heirs of the Cowenhoven estate, and which has for many years past been used by the city. On behalf of the claimants experts testified that the land in dispute was valued at between $73,000 and $75,000. On behalf of the city it was valued by experts at from $30,000 to $50,000. The Commissioners award the heirs $60,187 74. The strip of land embraces 847 feet and a depth of 50 feet on the south side of Atlantic avenue, between Fifth and Sixth avenues. The report has not yet been confirmed by the Supreme Court.

COURT OF APPEALS.

ALBANY, April 24, 1877.

DECISIONS.

In the Court of Appeals, April 24, 1877, present Hon. Sanford E. Church, Chief Justice, and associates, decisions were handed down as follows:—

Barger, respondent, vs. Worrall, appellant; Pulver, respondent, vs. Martin, appellant; The Merchants' Bank of Canada, respondent, vs. The Union Railroad and Transportation Company, appellant; Yerkes vs. The National Bank of Port Jervis, appellant; Nevendorff, appellant, vs. The World Mutual Life Insurance Company, respondent; Catlin, appellant, vs. Martin, respondent; Wright et al., appellants, vs. Booth et al., respondents.—Judgment affirmed, with costs.

The People ex rel. vs. Chauncey Kitmer et al., appellants, vs. Cheretrie et al., Commissioners, respondents.—Judgment affirmed, without costs as to either party.

The People ex rel. Folk, appellants, vs. The Board of Police and Excise of the City of Brooklyn, respondent.—Judgment affirmed.

Cameron and another, respondents, vs. Seaman and another, appellants; Chadwick, respondent, vs. Fonner and others, appellants; The Whitney Arms Company, respondent, vs. Brooks, appellant.—Judgment reversed and new trial granted, costs to abide event.

Goetchens, appellant, vs. Matthewson and another, respondents.—Order affirmed, without costs as to either party.

Haight, respondent, vs. Haight, appellant.—Motion granted, with costs of appeal up to time of giving notice of motion and $10 costs of motion.

MOTION.

No. 444. The People ex rel. Cloe A. Wasson, respondent, vs. George W. Schuyler, Auditor, appellant.—Motion for reargument. A. J. Parker for motion; E. W. Page opposed.

APPEALS.

The following appeals from orders were heard:—

No. 460. In the matter of Sarah F. Spelman, respondent, vs. Edmund Terry, appellant.—Argued by Edmund Terry for appellant; J. S. Davenport for respondent. Appeal dismissed.

No. 445. Albert B. Smith, trustee, &c., respondent, vs. Abigail Wells, appellant.—Argued by B. F. Lee for appellant; R. F. Wilkinson for respondent.

No. 462. The People ex rel. Jacob Lorillard, vice president, &c., appellants, vs. William P. Clyde, president, &c., respondents.—Argued by Horace Barnard for appellants; Samuel Hand for respondents.

No. 459. James Buchan and another, executors, appellants, vs. James Rintoul, executor, respondent.—Argued by Josiah F. Fitch for appellants; John S. Davenport for respondent.

No. 464. In the matter of Andrew L. Roberts, an imprisoned debtor.—Argued by Vedder Van Dyke for appellant; R. C. Elliott for respondent.

GENERAL CALENDAR.

No. 282. Peter B. Ross, appellant, vs. Joseph B. Perez and others, respondents. Submitted.

No. 295. Hawley D. Clapp, appellant, vs. Thomas R. Hawley and another, impleaded, respondents.—Argued by James Emott for appellant; William H. Arnoux for respondents.

DAY CALENDAR.

The following is the day calendar for Wednesday, April 25, 1877:—Nos. 319, 273, 221, 306, 274, 320, 316, 312.

RAPID TRANSIT UNDERGROUND.

THE NEW YORK CENTRAL UNDERGROUND RAILWAY COMPANY SECURES A VICTORY IN THE COURTS—THEIR RIGHTS AND FRANCHISES TO BE RESPECTED BY THE CITY.

Rapid transit, this time underground instead of overground, has received encouragement from an order of Judge Sanford, of the Superior Court, directing the Commissioner of Public Works to respect the rights of the Central Underground Railway Company. The notice of the order, and extracts of the most important portions, are given as follows:—

SUPERIOR COURT OF THE CITY OF NEW YORK.

To His Honor SMITH ELY, Jr., Mayor, and ALLAN CAMPBELL, Commissioner of Public Works of the city of New York:—

You will please to take notice that you are ordered by the Superior Court of the city of New York, a copy of which order is herewith served upon you, impressed with its seal, to respect the rights, powers and property of the successors of the New York City Central Underground Railway Company, to enter into and upon the soil to construct, maintain and operate an underground railway within the boundaries of certain streets, avenues and public places in the city and county of New York, which are fully set forth, described and declared in said orders and decree, and among which are the rights and powers to make an underground railway from the City Hall to Forty-second street. And that failure or neglect on all suitable and proper occasions to recognize and resistance or opposition to these adjudged rights and powers by the Mayor, the Commissioner of Public Works, the Board of Aldermen or by any other officer or servant of the Mayor, Aldermen and Commonalty of the city of New York, will be a violation of said orders and contrary to law, rendering such municipal officer or servant liable to the mandate of said Court, to answer for contempt of its said orders and decree.

SHELDON & BROWN, Attorneys.

APRIL 24, 1877.

THE SUCCESSION OF POWERS.

The papers served consisted of the decree on foreclosure and sale of the rights and property of the New York City Central Underground Railway Company and the orders made in that case. They show that the Mayor, Aldermen and Commonalty were a party in the action, and appeared and were represented by the Corporation Counsel, and that in the final order all municipal officers and servants were commanded to observe and respect the rights and powers to construct the railway, which were in that order fully set forth, and are in substance as follows:—

It was adjudged that the New York City Central Underground Railway Company was a corporation located in said city, organized under and pursuant to chapter 230 of the Laws of 1863 and chapter 824 of the Laws of 1869, of this State, and had the franchises, rights and powers, property, properties and rights of property granted by said acts of the time of the transactions mentioned; that the mortgage foreclosed conveyed certain rights and property within the boundaries of streets, avenues and public places, as located and defined by four sets of maps, profiles and descriptions, the first of which was filed by the company in the office of the Clerk of the city and county of New York on the 5th day of March, 1870, and the others in the Register's office at later dates; that in streets, avenues and public places there was the right of occupancy, seizure and possession of the lands, premises and grounds described, for the use and purpose of constructing, maintaining and operating a double track railway, for the use and purpose of constructing, maintaining and operating a branch railway to the Central Park, and railway connections with steam and horse railroads as granted in these enactments, and that these rights and powers should continue to the company and its successors for the whole period specified in the statutes. No direct statement appears that the franchises could not be forfeited for not constructing the railway, but the foregoing seems to be equivalent to such a declaration. Again, the following finding by the referee and its confirmation by the Court seems to be conclusive on this point:—And it further appearing from said report, and having been found by said referee that the right of occupancy, seizure and possession, with the specific uses, rights and powers granted to the company by the aforesaid statutes as set forth and described in said order made on the 16th day of August, 1875, as hereinbefore recited, are property and property rights, granted and conveyed in and by said indenture of mortgage, dated July 21, 1873, in connection with such right of way and other property therein conveyed and mortgaged as such description relates to land in the lines or boundaries of the streets, avenues and public places. It was therefore so ordered, adjudged and decreed.

THE WORK COMMENCED.

Concerning the commencement of the work the referee, ex-Judge Joseph S. Bosworth, found as follows:—That the said railway company prior to May 10, 1871, commenced the construction of the tunnel and railway which, by the statutes aforesaid, the said railway company was authorized to construct and operate, and that the workmen of said railway company were thence employed for several weeks at the excavation and masonry for the tunnel wall made and built on the adopted line for the said railway between Bond and Great Jones streets, in the city of New York. That the masonry at this point was commenced on a solid foundation at a depth of about thirty feet below the surface of the street, and was carried up to the springing line for the tunnel arch. That said railway company also commenced work on the adopted line of said railway before the 10th of May, 1871, on Madison avenue, in the city of New York, near Ninety-sixth street, and thence there continued the said work until several hundred feet of grading and tunnel heading excavation were made at that locality, when work was suspended, as the city authorities were then desirous of proceeding with the work of grading Madison avenue at that point. It was, therefore, as to these matters and things, so ordered, adjudged and decreed. It was further ordered that the purchaser or purchasers on such sale be put into possession of the said premises, franchises and property, with the aforesaid property rights and rights of property belonging thereto, and that the said corporations, defendants, their officers and servants, will respect the aforesaid orders, judgments and decrees herein, and the due legal proceedings to be had pursuant thereto.

STILL ALIVE.

The section of the charter that still saves the life of this corporation is as follows:—

The said corporation shall commence the construction of its tunnel and railway within two years from the passage of this act, and shall have three years thereafter to complete the same to Forty-second street, and five years thereafter to complete the same to and along Harlem River, necessary and unavoidable delays from the pendency of legal proceedings against said corporation excepted; and no omission to construct any portion shall work a forfeiture of this franchise in respect to any section of said tunnel and railway which may have been commenced or completed.

NOTIFYING THE ALDERMEN.

Each member of the Common Council was yesterday served with a copy of the above order. It will be recollected that Commissioner Campbell lately suggested to the Board of Aldermen the feasibility of granting to some other company the right to build an underground road. This order will prevent the giving of any such privilege at present, as far as the above route is concerned.

HONORABLY DISCHARGED.

Jane Walker, residing in Carroll street, Brooklyn, charged by her brother-in-law with having stolen from him a gold watch and chain, valued at $50, was yesterday honorably discharged by Justice Walsh. Miss Walker claims that her brother-in-law is prosecuting her maliciously, simply because she has refused to marry him.

FURNITURE.

A RARE OPPORTUNITY.—PRIVATE FAMILY WILL sacrifice elegant Parlor Suit, covered in fine satin, with silver satin pulings and inlaid frames, cost $500 last November, for $290; one do for $125; Turkish Suits in tapestry for $95, rep Sets for $45 and $25, handsome walnut Chamber Sets, complete; Spring and Hair Mattresses, Buffet, Extension Table, Bookcases, Desks, two Pier Mirrors, fine collection of Bronzes, Oil Paintings, Carpets and all the other Furniture contained in four story residence. Call before purchasing elsewhere at 130 East 16th st., between 3d av. and Irving place.

A.—SECOND HAND FURNITURE; PARTIES HAVING large or small lots of household Furniture, Carpets, Mirrors, &c., to dispose of will find a cash purchaser by addressing JAMES GRAHAM, 190 3d av.

A.—FURNITURE! FURNITURE!—AT AUCTION, this (Wednesday) morning, commencing at 10½ o'clock, at private residence 405 West 57th st., near 9th av., the entire Household Furniture; must be sold. Also an elegant 7½ octave four round Pianoforte.

A FAMILY GIVING UP HOUSEKEEPING WILL sell cheap, for cash, Furniture, Carpets, &c. Apply between 10 and 11 A. M., to-day, at No. 254 West 22d st.

A.—A.—THE POPULAR FURNITURE MANUFACturers, BAUMANN BROS., 228 and 230 Hudson, corner Broome st., the cheapest and most reliable house in the world to buy your Carpets, Furniture or Bedding, for cash or instalments, by the week or month.

A.—ELEGANT PARTITIONS, IN REAL WOODS, Desks, &c., suitable for fitting up an office in highest style of art, for sale at great sacrifice at 102 Broadway, room 1.

A LADY BREAKING UP HOUSEKEEPING WILL sell her Furniture at sacrifice. Call on Mr. WHITING, 21 East Houston st., after 6 P. M. (Drug store).

AT PRIVATE SALE FOR ONE WEEK—ALL THE Furniture contained in nine rooms, at private residence 206 West 25th st., near 7th av., including Chickering Pianoforte and solid Silver and Plated Ware; also a fine lot of Dresden China; a bargain.

AT PRIVATE SALE—ENTIRE HOUSEHOLD FURNIture, 33 rooms, completely furnished, in lots to suit purchaser; satin Parlor Suit, 14 pieces, cost $950, for $175; do., $125; Steinway Piano, $200; Chickering Upright Piano, $175; rep Suit, $80; elaborate Chamber Suits, complete, $60; Carpets, spring and hair Mattresses, Library and Dining Room Suits, &c. Call private residence 47 West 16th st., between 5th and 6th avs.

FOR SALE—PARLOR FURNITURE, CARPETS, MIRror, Ornaments, &c., at private residence 14 West 16th.

FOR SALE—OFFICE FURNITURE; HERRINGS' Safe, Desks, Chairs, &c. Room 25 Roberts' Building, 97 Water st., 10 and 12.

LARGEST STOCK AND LOWEST PRICES FOR FURniture and Carpets for cash or liberal terms of payment at COPERTHWAIT'S, 155 and 157 Chatham st.; 13 large warerooms.

MISFIT CARPETS, ENGLISH BRUSSELS AND INgrain, very cheap, at the old place, 112 Fulton st. Call or send for circular.

PRIVATE SALE.—TWO PARLOR SUITS, BEST makers, satin; also gilt Parlor Chairs, Centre Tables, Mantel Boards, Oil Paintings, Chromos, Steel Engravings, other articles, all very rich. 22 West 40th st., for a few days.

PARLOR SUITS AND NEEDHAM SOFA BEDS.—BUY where the goods are made; save 25 per cent and get a good article. Factory 213 West 31st st.

WANTED—FURNITURE, FOR WHICH GIVEN handsome Cottage, Jersey City Heights; 20 minutes from city. Address CHANCE, Herald.

WANTED—A FULL SUIT OF GOOD SECOND HAND Parlor Furniture; will pay about $100. Only those having a bargain to offer need address BUSINESS, Brooklyn Post office.

ZERO REFRIGERATOR WITH COOLER, BEST IN the world; Centennial award. Send for book. 226 West 23d st.

PROPOSALS.

PROPOSALS FOR INDIAN SUPPLIES, GOODS, AND Transportation.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS, WASHINGTON, March 30, 1877.

Sealed proposals, indorsed "Proposals for Beef, Flour, Clothing, Transportation," &c., as the case may be, and directed to the Commissioner of Indian Affairs, No. 49 Leonard st., New York, will be received until 12 M. of Tuesday, May 8, 1877, for furnishing the following supplies, goods, and transportation required for the Indian service for the fiscal year ending June 30, 1878:—

	Pounds.		Pounds.
Beef on the hoof	34,888,000	Hominy	153,000
Flour	5,764,500	Hard Bread	90,000
Bacon	879,400	Sugar	896,600
Corn	2,464,500	Coffee	433,900
Beans	184,500	Baking Powder	28,340
Rice	83,000	Tea	6,580
Tobacco	59,350	Soda	16,750
Soap	118,420	Lard	14,000
Mess Pork	790 bbls.		

Also,

Blankets, pairs	20,479	Blouses	3,125
Overcoats	3,571	Boys' suits	2,213
Sack coats	7,968	Hats and caps	15,398
Vests	6,483	Shoes, pairs	14,952
Pants, pairs	8,809		

Dry Goods, Hardware, Notions and Medical Supplies.

Also

transportation for such of the above supplies as may not be contracted to be delivered at the several Indian agencies.

Schedules showing in detail the kinds and quantities of all goods required at each agency and in gross, transportation routes, time and place of delivery, conditions to be observed by bidders and terms of contract and payment, together with blank proposals, forms of contract, bond, &c., will be furnished on application to this office (in Washington, or at 49 Leonard st., New York); to E. M. Kingsley, 30 Clinton place, New York; to Wm. H. Lyon, 483 Broadway, New York; to Wm. Nicholson, Superintendent Indian Affairs, Lawrence, Kansas; to the Commissaries of Subsistence, U. S. A., at St. Louis, Chicago, Sioux City, Leavenworth, St. Paul, Omaha and Cheyenne.

J. Q. SMITH, Commissioner.

$5 TO $10 PER WEEK.—COMFORTABLE ROOMS, with excellent Board. 1 East Washington square, corner 4th.

MATRIMONIAL.

A FOREIGNER, 38 YEARS OF AGE, GOOD LOOKing and highly educated, wishes the acquaintance of a lady matrimonially inclined. Address, in confidence, with full particulars, RAMBEAU, Herald office.

PIANOFORTES, ORGANS, &C.

A CHANCE.—SPLENDID NEW UPRIGHT AND square Pianos to rent, and rent allowed if purchased; a few nearly new exceedingly low; all new Pianos warranted for five years; greatest reductions to cash customers ever offered, at HAINES BROS., 145 and 147 5th av., corner 21st st. Old Pianos taken in exchange.

AN EXCELLENT CHANCE.—AN ELEGANT STEINway & Sons' 7½ octave Pianoforte at a bargain; a brilliant toned 7½ octave rosewood Windsor Piano, four round corners, name on plate, cost $1,200, for $275; maker's guarantee and bill of sale transferable to purchaser; also Parlor, Library, Chamber and Dining Room Furniture. To be sold regardless of cost. Call this day private residence No. 120 West 23d st., near 6th av.

A FEW SECOND HAND KRANICH & BACH AND other makers' Pianos at great bargains. Nos. 241 and 243 East 23d st.

A NUMBER OF SECOND HAND STEINWAY Grand, Square and Upright Pianos, some nearly new, for sale at a bargain. Beware of bogus pianos palmed off as genuine Steinway make at auction in private houses. STEINWAY & SONS, Steinway Hall, New York.

A.—FOR RENT, UPRIGHT, SQUARE AND GRAND Pianos of our own make; also for sale and rent, a number of fine second hand Pianos, in perfect order. WILLIAM KNABE & CO., No. 112 5th av., above 16th st.

A CHICKERING GRAND, $250; STEINWAY'S, Chickering's, Uprights and other Pianos and Organs, low for cash, on instalments and rent. S. N. BALL & CO., 15 East 14th st.

A 7¼ OCTAVE STEINWAY PIANO FOR SALE cheap—As a bargain, at 129th 4th av.; also Pianos repaired in the most perfect order; reference Steinway & Son.

A LARGE STOCK ELEGANT PIANOS AND ORGANS, low prices, new and second hand; instalments taken; rent $3. F. SCHULER, 26 East 14th st.

A GOOD BARGAIN—HAVING FOR SALE A PIPE Organ, without case, containing principal and step diapason, must be sold; only $75. Inquire, for two days, 82 East 9th st., New York.

A SPLENDID 10-STOP ORGAN, NEARLY NEW, ONLY $300; one with 12 stops $100; others equally low for cash or to rent. Please call at the warerooms of HORACE WATERS & SONS, 40 East 14th st., between Broadway and University place.

A BEAUTIFUL ROSEWOOD SEVEN OCTAVE PIANOforte, $100; Chickering Pianoforte, every improvement, great sacrifice. J. BIDDLE, 13 Waverley place, near Broadway.

A LADY WILL SACRIFICE STEINWAY PIANO FOR $100; a magnificent 7½ octave Pianoforte with all modern improvements, patent agraffe, overstrung bass, four large round corners, carved legs and case, cost last November $1,200, for $250, Stool, Cover and Music Stand, cost $125; boxed for shipping; a rare chance to buy a first class instrument for little money. Call before purchasing elsewhere at private residence 130 East 16th st., between 3d av. and Irving place, one block east of Union square.

A FEW SECOND HAND WEBER PIANOS AT VERY great bargains; some of them used but a very short time by our best musicians and really almost as good as new; fully warranted in every respect. Please call at the Weber Warerooms, 5th av. and 16th st.

A GOOD OPPORTUNITY TO PURCHASE AN ELEgant rosewood Pianoforte cheap; a 7¼