THE COURTS.

The Suit to Cancel the Union Ferry Company's Lease.

IMPORTANT DECISION BY JUDGE VAN VORST.

A Twenty Million Bond Suit Against the Pennsylvania Railroad Company.

The Company's Liability as an Indorser.

The city of New York brought a suit against the Union Ferry Company to cancel its lease. The lease in question was made by the Commissioners of the Sinking Fund, May 1, 1871, and by it certain ferries and their appurtenances were leased to the company for a period of ten years at the nominal rent of $1 per annum, upon the condition of a concession in the way of fares to persons using the ferries during certain hours of the day. In the complaint it was alleged that the city was the owner of the ferries; that at the time of the making of the lease the rents of the same were pledged to the sinking fund to be applied to the payment of the principal and interest of the city stocks for the benefit and relief of the inhabitants and taxpayers of the city of New York; that the defendants, from May 1, 1861, to May 1, 1871, held a lease from the city of these ferries, paying therefor an aggregate rent of $103,000 per annum, which rent was paid and received for the use of the Commissioners of the Sinking Fund; that at the time the lease complained of was made the ferries and appurtenances were worth, for a term of ten years from May 1, 1871, and ought to have produced to the city a rent of $150,000 per annum for the use of the Commissioners of the Sinking Fund; that by force of ordinances of the city, confirmed and ratified by laws of the State, it was the duty of the Commissioners of the Sinking Fund, officers appointed and designated by law, to collect, receive and apply the rents of these ferries to the payment of the interest accruing and to accrue on numerous funded debts and stocks of the city of New York outstanding and held by numerous persons, creditors of the city. The cause was argued recently before Judge Van Vorst, in Supreme Court, Special Term, on a motion on the part of defendant to dismiss the complaint. Yesterday the Judge rendered his decision. In his opinion delivered in the case he holds that it cannot be claimed in reason that the Commissioners of the Sinking Fund could give away a valuable franchise, which had in the past yielded as rent over $100,000 per annum, and which was, in fact, worth $150,000 at the time of the making of the lease; that if they could make such gratuitous disposition of the ferry franchise there existed no reason why they might not do the same with respect to other property of the city; that if they could make this lease at a nominal rent, upon a condition that persons using the ferries during certain hours of the day should be favored in the way of fares, he does not see but that they could lease valuable lands and buildings, owned by the city, at a dollar a year, upon the condition that the lessees should let the same to under tenants at low rents. "It is manifest," the Judge continues, "that the Commissioners of the Sinking Fund stood in no such relation to these ferries as to be justified in disposing of them at a nominal rent, in order that they might secure advantages to persons using the same during certain periods. They were under no duty, and had no power to sacrifice the interests of the inhabitants of New York and its creditors to secure advantages and concessions of this nature to limited numbers of persons travelling over the ferries. Persons appointed or designated by the statute to hold official relations to a municipal corporation, and charged with specific trusts and duties in respect to its property and its appropriation, must act in conformity with the law which appoints or designates them. They can legally perform no duty other than that enjoined or reasonably implied from the terms of the statute appointing them. The corporation is bound only by the authorized acts of its officers and agents. When they act otherwise it is a breach of trust and abandonment of duty and the action itself is a violation of public policy. It cannot but be considered that the disposition of these ferries at a nominal rent, upon the conditions imposed and above referred to, are an unlawful withdrawal of the resources which belong to and should be collected for the use of the sinking fund created for the discharge of the city debt." As to the right of the Court to cancel the lease, the Judge says:—"I cannot find that the plaintiff has any remedy at law. An action of ejectment cannot be maintained. No action of ejectment can be brought for the recovery of a ferry franchise, which ranks as an incorporeal hereditament. Ejectment can be brought only for corporeal hereditaments. The right to review the proceeding by certiorari, were it otherwise effective, is gone. In analogy to the limitation of a writ of error the writ of certiorari will not be granted after two years. I am, therefore, persuaded that the plaintiff's only remedy is through this action brought for a cancellation of the lease." After citing a number of cases bearing on the right of the city to maintain its action in this equitable form the Judge concludes:—"I think the action is properly brought in the name of the municipal corporation, in their own behalf and in behalf of all and singular the inhabitants and taxpayers of and in the said city, and in behalf of all and singular the holders of the public stock of the city. The contract which was the foundation of the lease was made by the Commissioners of the Sinking Fund. It is not like the case of a private person suing to avoid the consequences of his individual acts, or to have cancelled an instrument made by himself individually. I am of opinion that the municipal corporation stands in such relation to the property in question that it may properly ask a court of equity to examine into the validity of the conveyances made by its officers, or persons upon whom duties are cast by law with respect to it, and seek to have instruments and deeds which convey away property to the injury of the taxpayers and creditors, and which are void or voidable, cancelled and delivered up, so that the property may be applied to the purposes to which it has by law been pledged. I would have preferred to have suspended a decision upon the questions involved in the defendant's motion until the facts presented by the defendant's answer on the merits were before me, and have then disposed of the whole case. Evidence may yet be offered on the trial which may modify these conclusions and present the whole case in a different light. But as the counsel for the defendant urged that his motion to dismiss the complaint, made at the opening, should be fully considered and decided before further proceeding with the trial, and as such course was acquiesced in by the plaintiff's counsel, I have been compelled to examine the complaint, and after giving the best consideration I was able to the objection urged and the carefully prepared arguments of counsel, I have come to the conclusion already indicated, that the defendant's motion must be denied."

C. C. AND I. C. RAILROAD BONDS.

A case involving legal questions of more than ordinary importance and a liability by a railroad company to the extent of about $20,000,000 was argued and submitted before Judge Donohue, in Supreme Court, Special Term, yesterday. The importance of the cause necessarily brought to the discussion of the questions involved counsel of prominence. The plaintiff in the case was represented by Mr. William A. Beach and Mr. Brown, his partner; the defendants by Judge Stanley Matthews, of Ohio, and Edmund Randolph Robinson, of this city. The suit was brought by Augustus C. Brown to enforce against the Pennsylvania Railroad Company payment of interest coupons, amounting to $480, but involving the liability of the company to pay the interest and principal of all similar bonds in any suit brought by a bondholder. The substance of the complaint is that the Pittsburg, Cincinnati and St. Louis Railway Company was formed by the consolidation of three different corporations, created by the laws of Ohio, West Virginia and Pennsylvania, and was operating a line of railroad from Pittsburg, Pa., to Columbus, Ohio; that the Columbus, Chicago and Indiana Central Railway Company was formed by the consolidation of divers corporations, some created by the laws of Ohio, some by the laws of Indiana and some by the laws of Illinois, and was operating a line of railroad from Columbus, Ohio, to Chicago, Ill. In January, 1869, a lease was made of the C., C. and I. C. Company to the Pittsburg Company and the Pennsylvania Railroad Company, whereby the Pittsburg Company took all the property and franchises of the C., C. and I. C. Company for a term of ninety-nine years, with privilege of renewal. The income of the road, after deducting thirty per cent for taxes and assessments, was to be devoted to the payment of the interest on all the mortgage bonds of the Columbus, Chicago and Indiana Central Company to the extent of $20,000,000, in accordance with their respective equities and priorities. After the execution of the lease the Columbus, Chicago and Indiana Central Company caused to be placed on the back of such of its bonds as remained in its hands the following indorsement:—"The within bond is additionally secured by a lease of the road to the Pittsburg, Cincinnati and St. Louis Railway Company, and the payment of the interest and principal of the entire series of bonds mentioned herein is guaranteed by the Pittsburg, Cincinnati and St. Louis Railway Company and the Pennsylvania Railway Company." The plaintiff, who says he took some of these bonds after the foregoing indorsement had been approved by the Pennsylvania Railway Company and made public, first applied to the Pittsburg Company for payment of his interest, and failed, and then applying to the Pennsylvania Company, and failing also, brought the present suit. The complaint was demurred to on the ground that it did not state facts sufficient to constitute a cause of action, and on that demurrer it was that argument was heard. On the part of the Pennsylvania Company it is claimed that it made no promise to third parties; that under the lease the C., C. and I. C. Company can alone call it to account or enforce any rights against it; that even if a stockholder of that company had any rights against it he could not enforce them without including all the stockholders in a body. On the part of plaintiff it is claimed that the indorsement was a promise made direct to each stockholder acquiring stock on the faith of it, and that the consideration for that promise was the rolling stock and use of the road turned over under the lease. Decision was reserved.

COURT NOTES.

In the divorce suit of William S. Shore against Katie A. Shore an order of reference was made by Judge Donohue yesterday. Katie, it is alleged, makes no answer to the complaint.

The closing arguments of counsel in the suit of the Atlantic and Pacific Telegraph Company against the Western Union Telegraph Company and others to determine the title to the quadruplex method of telegraphy were resumed yesterday, before Judge Sanford, in the Superior Court. Mr. Everett P. Wheeler, counsel for the plaintiff, occupied the entire day. The argument will be resumed this morning.

In the criminal branch of the United States Circuit Court yesterday the Grand Jury presented indictments against Wolff, Schwarz and Silig Bernstein on a charge of passing counterfeit fifty dollar notes; Chang Ah Long, a Chinaman, for obtaining payment of money orders by forgery, and Orville A. Ham for obtaining letters under a false name. The Grand Jury was discharged, and the June term of the court will open this morning.

Edward J. Dunne, a deck hand on the propellor M. M. Caleb, libelled the vessel for wages alleged to be due him for a period including the time when the vessel was sunk and out of service, and for his services on board after she was raised. Judge Blatchford held that the sinking of the boat put an end to the contract for Dunn's services, and that the Court had no jurisdiction in respect of the services he had rendered after the boat sank and after she was raised, and he therefore gives judgment only for the amount due up to the time of the sinking of the vessel.

William M. Ogilvie has brought suit against Conrad Boller, in the Supreme Court, to recover $5,000 as a quarter's rent of the premises 216, 218, 220, 222, 224, 226 West Twenty-third street, and 229 West Twenty-second street. Yesterday, on affidavits to the effect that Boller could not be found to serve process on, and that he had recently stated that he had lost $50,000 within two years and would have to leave for California to escape his creditors, Judge Donohue, in Supreme Court, Chambers, yesterday made an order for the publication of the summons.

In Supreme Court, Chambers, yesterday, Judge Donohue granted an order for the publication of the summons in the suit of Peter M. Broderick against Richard P. Connolly and J. Townsend Connolly. John T. Broderick makes affidavit that the defendants deducted $5,000 from the amount of a claim which he held against the city and converted that amount to their own use. He also swears that he assigned the claim to Peter M. Broderick, the plaintiff in the suit, and that the defendants are and have been for five years past absent from the State.

Mr. Mahler sued Schloss Brothers, merchants of this city, to recover $50,000 damages for having cleaned out the entire stock of his store under an execution against another party. On the trial of the cause judgment was in favor of the defendant. From that judgment an appeal was taken to the Common Pleas, General Term, where it was recently argued by Messrs. William A. Beach and Julius J. Lyons for the plaintiff, and B. F. Watson for the defendants. Yesterday a decision was rendered reversing the judgment of the court below and granting plaintiff a new trial.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Donohue.

Enoch Morgan's Sons & Co. vs. Schwachhoefer; Sullivan vs. Barnets; Joseph vs. Aberle.—Memorandums.

Spratt vs. Crawford; Kidney vs. Kidney and others; Connelly vs. Rigney; McKesson vs. Ely and others; Brown vs. Brown and others; Union Dime Savings Institution vs. Hamel; Rueckner vs. Rueckner; National State Bank vs. Thrit (1 and 2); Straute vs. Eberhard; Butler vs. Martin; Boyacki vs. Boyacki; Kimil vs. Keeler; Harrington vs. The Mayor, &c.; Vessalha vs. Bohemian National Benevolent Society (No. 3); Universal Life Insurance Company vs. Van Dyke; Mutual Life Insurance Company vs. Monohan; Lewenstein vs. Elias; Friedlein vs. Kruzer; McCaffrey vs. Wilkeriski; Ball vs. Wheeler; Traust vs. The Mayor, &c.; Dooley vs. Berrian; Tappen vs. Cantwell; Universal Life Insurance Company vs. Van Dyke; Sutton vs. Eddmann; McFeat vs. Silverstone; Phipps vs. Wetmore; Schleiniger vs. Davis; Gillinan vs. Schiffer; Weber vs. Weber; Magovern vs. Richmond; Pollard vs. The Mayor, &c.; Nichols vs. McMahon; Smith vs. Darcy; Robinson vs. Robinson; Oakley vs. Rollins; Livingston vs. Arnheim; Metzger vs. Emanuel; Matter of the Southern and Atlantic Telegraph Company; Pearsall vs. Rickendorfer; Tracey vs. the Mayor, &c.; Morrissey vs. the Mayor, &c.; Ogilvie vs. Boller; Rielly vs. the Mayor, &c.; Donovan vs. the Mayor, &c.; Taggert vs. the Mayor, &c.; Beals vs. First National Bank of Cooperstown; Bissell vs. Golchman; Southard et al. vs. Dutrich; Burlingham vs. Beman; Post vs. Hutchings; Bryan vs. Berretto; New York Fire Insurance Company vs. O'Leary; Shore vs. Shore; Towns vs. Bisson; DeFrece vs. Keating; Germania Life Insurance Company vs. Kerwin; Munis vs. Hooper; Nelson vs. Degraw.—Granted.

Hurd vs. Headly.—Motion, denied without cost.

Hagan vs. Wyman.—Memorandum.

Lyon vs. Sulzer; Tradesmen's National Bank vs. Mead; Abern vs. Smith; Pultes vs. Williams. Motions denied.

Clark vs. Kennedy and another.—Must be referred.

Johnston vs. Jenkins.—Findings settled.

Nichols vs. Rosen.—Motion granted; memorandum.

Bank of Savings vs. Lawrence.—Granted; see rule 94.

Matter of Cassidy.—Writ dismissed and prisoner remanded.

Kobbe vs. Ditson; Toher vs. Mott; Schaffer vs. Baren; Dixon vs. Noble.—Motions Granted.

Oakley vs. Rollins; Sullivan vs. Barents.—Order granted.

Matter of McGraw.—Referee appointed.

Burt vs. Gardner.—Must be referred.

Ruecker vs. Ruecker.—Decree of divorce granted to plaintiff.

Hollister vs. Goodman.—Motion denied, with leave to renew on payment of $10 costs.

Arnold vs. Becar.—Denied, with costs.

Provident Savings Life Assurance Society vs. Wolffsohn.—Denied. May renew on payment of $10 costs.

Dodge vs. Herbell; James vs. McIntyre.—Motion denied. Memorandum.

Dixon vs. Noble.—Motion denied.

SUPREME COURT—SPECIAL TERM.

By Judge Donohue.

Southard and others vs. Froelich.—Judgment signed.

McCaffrey vs. Witkowski et al.—Findings and decree signed.

Holberg vs. Bronson.—Order granted.

Bucking vs. Hanselt and another.—Judgment for plaintiff. Opinion.

McNulty vs. Masterson et al.—Judgment for plaintiff.

Newell et al. vs. Ridgway et al.—Decree signed.

Siewert vs. Hamel et al.—Findings signed.

The Mayor, &c., vs. Union Ferry Company.—Motion to dismiss complaint denied. Opinion.

SUPERIOR COURT—SPECIAL TERM.

By Judge Sanford.

Mollenaire vs. Ashley et al.—Motion denied, without costs and with liberty to renew. See memorandum of decision.

Struppman et al. vs. Muller et al.—Motion granted.—Report of referee confirmd; $75 allowed to counsel for receiver; $25 to guardian ad litem.

Webster vs. Webster.—Judgment of absolute divorce in favor of plaintiff. Ordered June 19, 1877.

Addicks et al. vs. Tobias et al.—Plaintiffs' complaint dismissed as against the defendant, Christian Tobias, with costs.

Hill vs. Appleby et al.—Referee's report confirmed and judgment of foreclosure and sale ordered.

Wheeler vs. Ferdon.—Ordered on day calendar for the 21st of June.

Kipp et al., &c., vs. Pope.—Order appointing Charles T. Middlebrook receiver of property of judgment debtor.

Hartman vs. The Globe Mutual Life Insurance Company.—Reference ordered.

Sanderson vs. Chatelier et al.—Motion granted.

MARINE COURT—CHAMBERS.

By Judge Goepp.

Fenot vs. Fell.—Motion granted. Opinion.

Schaus vs. Murphy.—Motion denied; no costs.

Foerster vs. Heiser.—Motion granted.

Schillinger vs. Ebling.—Motion granted.

Phinney vs. Byrne.—Spencer C. Austin, appointed receiver; bond $500.

Ettlinger vs. Schroeder.—Motion for leave to continue action as executrix granted.

Scott vs. The Firemen's Fund Insurance Company.—Motion to dismiss complaint, &c., granted.

Finkenhauer vs. Livermore; Pierson vs. Cochrane.—Motions granted.

Johnston vs. Garrish; Tryon vs. Koerpel; Brush vs. Levene; Dodge vs. Tilden; Schiek vs. Lange; Hoeper vs. Roche; Scott vs. Rayauna; Schwartz vs. Oppold; Cosgrove vs. Smith.—Orders granted.

GENERAL SESSIONS—PART 1.

Before Judge Sutherland.

"THE COURSE OF TRUE LOVE."

Elbert Pettit, twenty-eight years old, residing at No. 130 East Fifteenth street, was arraigned for trial by Assistant District Attorney Rollins charged with felonious assault. It appeared that the prisoner was paying his addresses to a young widow, Mrs. Louisa Turner, of No. 276 Fourth avenue. On the 6th inst. he called on her, and as the lady met him at the door he deliberately fired a pistol at her, wounding her in the leg. Mrs. Turner fell, and the prisoner was about to fire again when she entreated him not to do so, and, looking at his prostrate victim, he went away. He was soon arrested and indicted by the Grand Jury. His counsel, Mr. Chipman, when the case was called asked for a postponement, but Assistant District Attorney Rollins pressed the case, and the Court ordered the trial to proceed. After consultation with the prisoner and his mother, who was in court, a plea of guilty was tendered. Mr. Chipman called the attention of the Court to the fact that at the time the deed was perpetrated the accused was almost insane from the effects of liquor; that he had no idea of shooting Mrs. Turner, between whom and the prisoner, counsel urged, the fondest relations existed. It was further suggested in his behalf that the act must have been instigated by the devil. Judge Sutherland, in passing sentence, remarked that those who permitted the devil to possess their minds and direct the course of their deadly weapons should receive the same punishment as ought to be administered to the tempter himself. Pettit was sent to the State Prison for five years. Mrs. Turner, who was in court and who was still friendly disposed toward the prisoner, uttered a sharp cry as the sentence was pronounced, while his mother rent the air with piteous cries and sorrowing sobs and had finally to be removed from the court room.

ALLEGED MURDERERS ARRAIGNED.

Assistant District Attorney Rollins arraigned three alleged murderers yesterday, and their respective trials were set down as follows:—James Ryan, charged with the murder of Michael Moriarty, to be tried tomorrow morning.

James Blake, a youth, charged with the murder of John M. Donnell, of Varick street, to be tried on Monday next.

Joseph Ballard, charged with the murder of Michael Carolan, to be tried on Tuesday next.

A BATCH OF SWINDLERS.

Henry Hall, of No. 9 Henry street, a salesman, and Charles Mosel, of No. 326 Broome street, a cigarmaker, made up their minds to forge the names of several firms and obtain large quantities of braid. They were overhauled at last, and when arraigned yesterday pleaded guilty. Hall was sent to the State Prison for three years and Mosel to the same institution for the term of two years.

Michael H. Loring, who gave his address as the corner of Greene and Houston streets, against whom there were four indictments for uttering forged checks on the Fulton National Bank and the Second National Bank for sums of money obtained, amounting to about $500, pleaded guilty to two indictments, and was sent to the State Prison for eight years.

THE PRICE OF A CLEAN SHIRT.

On the 4th of May a man called upon Henry V. Keep, No. 167 Mercer street, and said he was a merchant in Reedville, N. C.; that he had $7,000 in the National Park Bank; that he wanted to purchase a few hundred dollars' worth of goods, and that he would call next day. Just as he was leaving he politely hinted that his linen was not of the whitest, whereupon the proprietor furnished him with a bran new shirt. Next day he appeared at the establishment in company with a lady and got Mr. Keep to cash a check on the National Park Bank, signed H. C Parish, for the sum of $20. He then left, promising to return. The check turned out to be worthless, and the man was arrested. When arraigned yesterday he pleaded guilty to the charge of obtaining goods under false pretences and was sent to the Penitentiary for one year.

GENERAL SESSIONS—PART 2.

Before Judge Gildersleeve.

ALLEGED EMBEZZLEMENT.

A young man named James A. McFeeley was arraigned at the bar by Assistant District Attorney Herring, charged with having embezzled the sum of $15 belonging to Erichs & Co., of Eighth avenue. It appeared that the accused was employed by the complainants to attend to express and mail business. In April last he collected the amount named from the American Express Company, and it was averred that he appropriated it to his own use, no acknowledgment having been made to Erichs & Co. On the part of the defence it was claimed that in March previous the prisoner had purchased 1,000 postal cards for the firm at his own expense, for the benefit of the firm, which he neglected to have recorded on his credit, and that he merely kept the $15 to reimburse himself. The jury found the prisoner guilty, with a strong recommendation to mercy, and he was remanded for sentence.

CHARGED WITH FORGERY.

William Andress, alias Bradshaw, of Tremont, was charged with forgery under the following circumstances:—On April 6, 1876, an order was presented at the house of Morrison & Herreman, No. 557 Broadway, purporting to be signed by Mr. Hugh O'Neill, of Sixth avenue, requesting a certain quantity of linens, he being in the habit of dealing with that firm. The goods were delivered to a boy who signed in the receipt the name of Frank Moulton. At the trial yesterday this boy, whose proper name is Frank Wilde, testified that he was induced by the prisoner and his brother to hire a truck and that they gave him the forged order upon which the goods were received; that they lived in a top story in Bleecker street, and had the goods stored there before being disposed of. Upon cross-examination by Mr. Price the precocious witness stated that he did not know which of two orders was signed by the prisoner. The further hearing of the case was adjourned until this morning.

ASSAULT AND BATTERY.

William Korn and Patrick McGowan, the former of No. 59 East Thirty-fifth street, and the latter of No. 234 West Thirty-fifth street, were originally charged with robbery in the first degree, having, as alleged, on the evening of the 17th of October, 1876, violently assaulted a shoemaker named Maurice Igel, of No. 130 Greenwich street, and robbed him of $13. McGowan was tried and convicted, and remanded for sentence. On the trial of Korn additional evidence was adduced in favor of the prisoners, and at the conclusion of the testimony Assistant District Attorney Herring accepted a plea of guilty of assault and battery. A new trial was granted to McGowan, and he, too, pleaded guilty to the same charge. Both prisoners were arraigned for sentence yesterday, and McGowan, who has been incarcerated several months, was sentenced to eight months' imprisonment and Korn to one year in the Penitentiary.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Donohue.—Nos. 22, 44, 50, 53, 58, 66, 67, 77, 78, 90, 100, 109, 111, 113, 129, 130, 137, 138, 147, 158, 174, 176, 181, 186, 187, 194, 197, 198, 202, 204, 205, 206, 208, 217, 224, 226, 228, 233.

SUPREME COURT—SPECIAL TERM—Held by Judge Donohue.—Nos. 155, 85, 501, 508, 509, 510, 515, 526, 533, 541, 136, 537, 407, 476, 322, 48, 465, 337, 399, 278, 409, 496, 377, 249, 226, 228, 235, 364, 365, 401, 445, 497.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Barrett.—Case on—Browning et al. vs. Smith et al. No day calendar. Part 2—Held by Judge Potter.—Nos. 1558, 4358, 338, 247½, 2288, 2384, 2406, 1398, 1944, 4860, 2402, 2478, 2150, 4798, 3486, 2078, 3216, 1744, 2146, 1694, 2162, 1932, 1546. Part 3—Held by Judge Van Brunt.—Nos. 2775, 4363, 148, 2159, 1341¾, 3065, 1182, 1026¾, 413, 419, 433, 1710, 953, 1798, 4623, 4624, 1362⅛, 373, 2665, 2667, 557, 379, 1057½, 1386, 328½.

SUPERIOR COURT—GENERAL TERM.—Adjourned until Monday, June 25.

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

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Judge Sedgwick.—Case on—Westerman vs. Remington. No day calendar. Part 2—Held by Chief Justice Curtis.—Nos. 513, 554, 541, 679, 968, 996, 929, 1144, 568, 790½, 757, 772, 1215, 1120, 807, 580, 1392, 1205, 1223, 1231, 1250, 549. Part 3—Held by Judge Speir.—Nos. 344, 175, 734, 1063, 804, 340, 341, 1383, 1366, 334, 1095, 1168, 1171, 1178, 1180, 1181, 1188, 475, 1034, 1025, 1044, 869, 1135, 770, 1182, 1166, 220, 429, 1247, 390½, 1255, 738, 518, 607, 603, 1256, 1257, 1259, 1261, 1263, 1048, 1245, 1079.

COMMON PLEAS—GENERAL TERM.—Adjourned until Monday, June 25.

COMMON PLEAS—EQUITY TERM—Held by Judge Van Hoesen.—Case on—Winchell vs. Knickerbocker Ice Company. Nos. 2, 17, 30, 13, 15, 24, 16, 39, 6, 40, 35, 5, 26, 33. Demurrer—No. 72.

COMMON PLEAS—TRIAL TERM—Part 1—Held by Judge Robinson.—Nos. 381, 477, 1945, 270, 1135, 627. Part 2.—Adjourned until Friday, June 22. Part 3—Held by Judge J. F. Daly.—Nos. 1840, 929, 1252, 1192, 1080, 739, 1370, 2064, 1292, 183, 1277, 1158.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Alker.—Nos. 9256, 6213, 9550, 8937, 7238, 6388, 4468, 4175, 4176, 4177, 8377, 6258, 8619, 7588, 5005. Part 2—Held by Judge Sheridan.—Nos. 5909, 6256, 6376, 6618, 6493, 6627, 6648, 6649, 6652, 6654, 6655, 6656, 6658, 6659, 6662, 6665, 6669, 6670, 6671, 6674, 6678, 6683, 6684, 6685, 6686, 6687, 6691, 6692, 6693, 6695. Part 3—Held by Judge Sinnott.—Nos. 5151, 4125, 3826, 6447, 4956, 7455, 6299, 4464, 6289, 6389, 4689, 6230, 6443, 2471.

COURT OF GENERAL SESSIONS—Part 1—Held by Judge Sutherland.—The People vs. Patrick Farrington, robbery; Same vs. James Cassidy, burglary; Same vs. Thomas H. James, burglary; Same vs. Jacob Heardt, burglary; Same vs. George Wood, burglary; Same vs. Charles E. Baker and Simon Silberstein, grand larceny; Same vs. John Hoyt and Charles Daly, grand larceny; Same vs. Thomas Phillips, grand larceny; Same vs. Ferdinand Temaselli, grand larceny; Same vs. Mary E. Heins, grand larceny; Same vs. Henry W. Palmattee, grand larceny; Same vs. James Ford, larceny from the person; Same vs. George F. Harris and Samuel Pratt, petit larceny. Part 2—Held by Judge Gildersleeve.—The People vs. Timothy Golden, robbery; Same vs. Albert Hoon, felonious assault and battery; Same vs. William H. McKee, rape; Same vs. Joseph O'Reilley, burglary; Same vs. James Clark and Benjamin Joyce, burglary; Same vs. Ernest Roischneider and John C. Biddie, grand larceny; Same vs. Peter Kavanagh, grand larceny; Same vs. Daniel Hall, Thomas Bellew and David Marsh, grand larceny; Same vs. Alexander Bennett, grand larceny; Same vs. Thomas Jordan, assault with intent to steal; Same vs. James Clifford, felonious assault and battery; Same vs. Francis Fagin, felonious assault and battery.

RAILROAD LITIGATION.

A writ of attachment was issued in the Supreme Court yesterday, by Justice Gilbert, against Andrew R. Culver, President of the Prospect Park and Coney Island Railroad Company, upon application of counsel for the Washington Cemetery Company, to show cause why he had disregarded an injunction prohibiting his company from running cars over plaintiff's lands. The writ will be returnable on Monday next.

BROKEN BROOKLYN HOUSEHOLDS.

Austin D. Moore, who has gained considerable notoriety in the Brooklyn courts in his endeavors to have the will of his father set aside, also on account of a divorce suit brought by his wife, is again before the public. The readers of the HERALD will remember that his wife gained the divorce suit. The parties married again some time after the decree had been obtained, and it was not a great while before Mrs. Moore presented herself once more in court and made another application for divorce on the ground that she had been deceived by defendant's promise to reform. Her complaint was demurred to, and the following decision was yesterday rendered by Judge Neilson, of the Brooklyn City Court:—

Moore vs. Moore.—The plaintiff, the wife, obtained a divorce in an action against her husband, this defendant, on the ground of adultery, the decree containing the usual prohibition as to his marrying again during his lifetime. Afterward the parties married again, and she now brings this action to obtain a like divorce. I think the demurrer to the complaint well taken. Neither inherently nor under the statute has the Court of Equity the power to grant the relief now claimed."

In the complaint the point was raised, as the prohibition of the marriage of the defendant was contained in the first decree the second marriage was null and void. A demurrer to this was entered and has been sustained. Colonel Robert Johnson appeared for the defendant.

Decrees of divorce in the following cases have been granted by the Kings county Supreme Court:—Mary Little from George Little; Lorin M. Green from Sarah A. Green; Christina Borgstrom from John Borgstrom; Jane Thorpe from Thomas Thorpe. The last four cases were tried before referees.

A SLAUGHTER HOUSE NEIGHBORHOOD.

Action was brought in the Brooklyn City Court, Special Term, before Judge Neilson, yesterday, against Jacob and Isaac Levy, wholesale butchers, proprietors of a slaughter house on Hudson avenue. The plaintiff, Mary B. Litchenberg, sues to recover $1,000 damages, and for an injunction. She owns two houses, Nos. 248 and 250, on the avenue named, which she purchased eleven years ago. Defendants erected their slaughter houses, on lots adjoining the plaintiff's premises, about four years ago, and since that time, she alleges, the odors from the place have had the effect of preventing tenants from leasing the houses. The defendants claim that there were slaughter houses in that vicinity long before they built theirs.

CHURCH THIEVES SENTENCED.

Michael Shields and Charles Ward, two young men who were recently indicted for grand larceny, having broken into the Hanson Place Methodist Church, Brooklyn, and stolen therefrom table covers and communion table furniture, were arraigned, yesterday, before the Court of Sessions. The prisoners pleaded guilty to attempt at grand larceny. Judge Moore sentenced Shields to the Kings County Penitentiary for eighteen months and Ward for two years and six months. The Judge in passing sentence said that "previous good character makes the difference in the sentences."

KINGS COUNTY SUPREME COURT.

DECISIONS.

By Judge Gilbert.

W. J. Best, receiver, vs. Brooklyn and Newtown Railroad Company.—Motion to compel repayment denied.

W. Bunting vs. J. O. Donnell.—Motion to vacate order dismissing complaint granted on conditions. First, plaintiff to file $500 security for costs; second, plaintiff to pay $25 costs; third, plaintiff to consent to a reference to F. A. Ward, and to take short notice of hearing; all to be complied with in five days.

COURT OF APPEALS.

ALBANY, N. Y., June 19, 1877.

MOTIONS.

No. 91. Frost vs. The Yonkers Savings Bank.—Case restored on motion and consent, and ordered to be submitted.

Whitehead vs. Kennedy—Motion to amend remittitur.—Samuel Hand for motion; D. J. Dean opposed.

Prince vs. Conner.—Motion for reargument submitted.

In re Pengret—Motion to vacate remittitur.—Timothy F. Neville for motion; J. A. Beall opposed.

APPEALS FROM ORDERS.

No. 322. Boon vs. Moss.—Argued by J. Mullin, Jr., for respondent; submitted for appellant.

No. 334. In re Hebrew Benevolent Orphan Asylum.—Argued by Alexander B. Johnson for appellant and J. A. Beall for the Mayor, &c., of New York.

No. 339. Noyes vs. The Children's Aid Society.—Argued by Henry L. Clinton for appellant; Robert W. De Forest for respondent.

No 185. The Standard Sugar Refinery vs. Dayton.—Argued by S. Hand for appellant; M. W. Devine for respondent.

No. 36. In re will of Charles Hathaway.—Argued by D. D. Niles for appellant; D. L. Arbuckle for respondent.

No. 351. Bruce vs. Gascom.—Argued by Henry Parsons for appellant; William A. Boyd for respondent.

No. 341. In re petition of E. M. Willet.—Argued by A. B. Johnson for appellant; J. A. Beall for respondent.

No. 346. In the matter of the Second Baptist Church.—Submitted.

No. 349. Barnett vs. Selling.—Argued by S. Hand for appellant; A. R. Dyett for respondent.

DECISIONS.

The following decisions were handed down:—

Order granting new trial reversed and judgment on report of referee affirmed with costs.—Nicholson vs. Waful.

Judgment affirmed with costs.—Reeder vs. Sayre; Wood vs. New York Central, &c., Railroad; Bigelow vs. Benedict; Otis vs. Williams; Robert Curry vs. Powers; John Curry vs. Powers.

Orders reversed and application denied with costs.—In re New York Central, &c., Railroad vs. Raw.

Judgment affirmed with costs as of June 1.—Van Valkenburg vs. American Popular Life Insurance Company.

Order granting new trial affirmed and judgment absolute for plaintiff on stipulation with costs.—Markey vs. Brewster.

Appeal dismissed with costs.—In re Sage for a mandamus against the Lake Shore, &c., Railroad.

Order affirmed with costs.—Hiller vs. Burlington, &c., Railroad.

CALENDAR.

The following is the day calendar for Wednesday, June 20:—Nos. 30, 34, 30, 27, 103, 205, 55, 344.

MILKMEN'S FALSE PRETENCES.

Louis T. Brennan, assistant sanitary inspector, made application to Judge Kilbreth on Monday for warrants for the arrest of eleven Long Island milkmen, who are charged with the violation of a law passed in 1864, which makes it a misdemeanor for the venders of the lacteal fluid to have displayed on their wagons or cans the names of places from which the milk does not actually come. The warrants were granted and the offending milkmen were notified by Court Officer Kiernan to appear yesterday morning in Essex Market Court. Their names are Nicholas Ellis, of No. 321 Marcy avenue, Brooklyn; S. Blenks, of No. 412 Fifth avenue, Brooklyn; John Hegeman, of No. 910 Myrtle avenue; Samuel Cain, of No. 115 Hart street; Meyer Rosenberg, of No. 366 Hamburg avenue; Thomas Reagan, of No. 102 Norfolk street; Abraham Liebeman, of Newtown, L. I.; John Kauleid, of Middle Village, L. I., and William Holmes, of No. 183 Ludlow street. The inspector made affidavit that on all the wagons of these milkmen were painted in large gilt letters either "Pure Orange County Milk" or "From Our Own Dairy in Melrose," or "Westchester County Milk," while in fact all the milk that was in their cans came from Brooklyn or its outskirts. The prisoners were held in $300 bail each to answer at General Sessions.

CHARGED WITH PERJURY.

Upon the conclusion of a trial in the Seventh District Court yesterday one of the witnesses in the case was arrested for perjury and arraigned in the Fifty-seventh Street Police Court opposite. Henry Kircheimer, of No. 341 East Fifty-fourth street, in his complaint said that yesterday Conrad Wittach swore falsely in the District Court, before Judge Dinkel, in testifying that he did not attach his name to a note which was produced in court, and that deponent was present at the store of Wittach, No. 320 Mott street, about the 13th of September, 1876, when he saw Wittach sign his name to said note, and that deponent was in the civil court when a witness named Breidweiser swore he recognized Wittach's name upon the note and knew it to be his handwriting. The prisoner pleaded not guilty. He was held in $1,000.

POLICE MATTERS.

The Police Board yesterday permitted Detective Schmitzberger to receive $75 from Mrs. Mary Dorouville, of No. 119 West Thirty-ninth street, for the arrest of Kate Appleby, and Detective Ferris was allowed to receive a reward of $75 from the Maryland authorities for the capture of a colored murderer some time ago.

Officer Bleil was again commended by the Board for bravely rescuing drowning persons.

POST OFFICE NOTICE.

POST OFFICE NOTICE.

The Foreign Mails for the week ending Saturday, June 23, 1877, will close at this office on Tuesday, at 9 A. M. for Europe by steamship Idaho via Queenstown; on Wednesday, at 9 A. M. for Europe, by steamship Russia via Queenstown (correspondence for France to be forwarded by this steamer must be specially addressed); and at 10 A. M. for France direct by steamship France via Havre; on Thursday, at 11:30 A. M. for Europe by steamship Herder via Plymouth, Cherbourg and Hamburg; on Saturday, at 11 A. M., for Europe by steamship City of Richmond via Queenstown (correspondence for Germany, France, Scotland and North of Ireland to be forwarded by this steamer must be specially addressed); and at 11 A. M. for Scotland and North of Ireland by steamship Devonia via Moville and Glasgow; and at 11 A. M. for France direct by steamship Amerique via Havre; and at 11:30 A. M. for Germany, &c., by steamship Oder via Southampton and Bremen (correspondence for Germany and France to be forwarded by this steamer must be specially addressed).

The steamships Idaho, Russia and City of Richmond do not take mails for Denmark, Sweden and Norway. The mails for the West Indies, via Havana, will leave New York June 30. The mails for China and Japan will leave San Francisco July 3. The mails for Australia, &c., will leave San Francisco July 18.

T. L. JAMES,
Postmaster.

NEW YORK, June 16, 1877.

PROPOSALS.

GRAND TRUNK RAILWAY.

Tenders are invited for the purchase of Old Iron Rails, delivered as follows:—

About 5,000 tons at Montreal, Toronto, Sarnia, Detroit Junction or Buffalo.
About 2,000 tons at Portland.

The company has wharfage accommodation for shipment by water at Toron