his friends. It was through his influence that William Walsh was made County Clerk. In the contest for the Tammany Sheriffalty nomination, in 1873, William C. Conner carried off that prize through the tactics of Mr. Morrissey, beating Bernard Reilly, who was the strongest competitor in the race.

In the fall of 1874 James Hayes was nominated by Tammany for Register as the special candidate of Mr. Morrissey. The republicans and independent democrats pitted against Hayes General Patrick H. Jones, who was elected.

FALLING OUT WITH JOHN KELLY.

It is alleged in some quarters that the first trouble which arose between Morrissey and the Tammany magnate was in relation to the securing of a position for Hayes after being beaten in the contest for Register. It was understood that the election expenses, including Tammany's assessment, had cost Hayes about $40,000. This money had been advanced by Morrissey. After election the argument was used by the Senator that the party was bound to take care of those severely wounded in the combat. This philosophy did not seem to accord with that of Mayor Wickham and Mr. John Kelly, so Mr. Hayes did not receive the Fire Commissionership, for which position rumor stated he was an aspirant. This story is given as Tammany's explanation of the reason way Senator Morrissey "got his back up"—to use a homely figure of speech. The indignation was supplemented, as alleged, by the Senator in an attempt to organize a rebellion against the so-called "one man power" in Tammany Hall.

MORRISSEY'S REASONS.

The Senator at this time gave his own reasons in an interview as to the cause of quarrelling with Mr. John Kelly. He said:—

"Kelly is the only man I ever knew who wanted to destroy the men who served him. His way of doing it is quite clear. He wants to reorganize the Second district (Walsh's), the Third (Hayes'), the Eleventh (mine) and the Fifteenth (Ledwith's). Each and every one of those districts has cast its vote solidly for years for John Kelly."

"What is the ground of Mr. Kelly's opposition to Hayes?"

"Nor can I tell you what that is," Morrissey answered. "I only know that Hayes was assessed $15,000 for his nomination for Register, and I paid the money for him. It was the largest personal assessment made in our times. Hayes and myself spent $40,000 in that canvass, from which the whole party organization and the State ticket received benefit equally. Hayes had to mortgage his property to repay me $18,000 borrowed money. Hayes was beaten and the money lost to me. I asked nothing for myself, but I did ask Kelly to give Hayes some consideration for his defeat in any office where he could get a livelihood. He promised to do so. He never named a place for Hayes, and I am satisfied from his conduct since that he never meant to do so. Mr. Kelly was mortified at Hayes' defeat, but I ascribe that partly to the labor it required to elect Wickham. He had made a weak selection for Mayor and couldn't elect both men. Now, sir, if Mayor Wickham had been anything of a man he would have appointed Mr. Hayes, his unsuccessful colleague on the ticket, to some position. Having consented to run with him it would have been courtesy. Having had the benefit of his large assessment it was an obligation."

"Now, Mr. Morrissey, please come to your first difference with Kelly and explain that."

"That happened," said Morrissey, "over the Civil Justices' bill. There were nine civil justices elected by the people by districts in the city of New York. Mr. Kelly proposed to take this franchise away from the people and confer it upon his dependent, Wickham. He went up to the Legislature and asked a bill to be passed giving Mayor Wickham power to appoint these civil justices, thereby controlling personally a part of the judiciary and every poor man's property. He violated the repeated resolutions of Tammany Hall, reiterated every year since 1870, that the reorganized democracy would have no affiliation with the republicans; for, you remember, the attempts made under Tweed were accomplished by trades between democrats and republicans. Mr. Kelly had already learned that policy from Tweed. He made the republicans at Albany the proposition that he would give them two out of the nine civil justices if they would support his bill. He called to his room some of the leading republicans of the State and proceeded to corrupt legislation in that way. The bill was defeated and he charged the defeat upon me. That was our first difference. In that I obeyed the laws and observed the agreement of Tammany Hall. John Kelly broke both. They now expel me for my loyalty."

"What was your next difference with Mr. Kelly?"

"The next, sir, was of a like nature. He attempted the same combination on the Police Justices' bill, giving the Mayor power to appoint two justices, one a democrat, the other a republican. Such promises in the Legislature are corrupt and destructive of decency. Kelly and Wickham employed as go-between in this traffic a prominent republican head of department in New York. After the bill was passed Wickham and Kelly were frightened over their bargain, and the republican diplomatist then went to Governor Tilden, exposed the whole arrangement and asked that the bill be vetoed. It was vetoed. That was my offence No. 2. Again I had obeyed the resolutions of Tammany Hall, and Kelly had broken them. For that I am to be disciplined."

"What was the next point of difference between the great Sachem and yourself?"

"The next difference was general," answered Morrissey. "I opposed giving the leading patronage of the city to men who had taken no part in the organization. Against the gentlemen who received those places I have nothing to say personally, but I think the offices could have been as well filled by men in our party more entitled to them by labor."

"Was there any other difference between you and Kelly?"

"Yes, sir. I not only thought it a mistake to give places of command and patronage to strangers and aliens for the sake of a weak and fictitious respectability, of which we already had too much in the mayor, but I thought it mean to cut down the laborers' salaries and leave untouched the great salaries. The laborer formerly receiving $500 a year was cut down by Kelly and Wickham and their heads of departments to $400, while the men who thus pinched the life of life were receiving from $6,000 to $12,000 a year, and proposed no reduction of their own salaries. I don't believe in the city paying more for its labor than private employers, but economy should commence with the high salaries."

A SECOND EXPULSION.

In 1875 the famous Tammany Committee on Discipline was in the full exercise of its questionable duties. This inquisition was presided over by Mr. William A. Boyd, afterward rewarded with the position of Corporation Attorney. Several members of the Tammany organization not in perfect accord with Mr. Kelly were called before this committee and ignominiously expelled. Among this number was Mr. Morrissey. He was subjected to a rigid cross-examination by Boyd and his expulsion from the sacred portals of Tammany followed. This occurred in the summer of 1875. During the months succeeding this arbitrary action Morrissey contrived, through interviews and by other means, to pour red hot shot into the lines of the enemy. His attacks were particularly directed against Mr. Kelly.

THE FIRST SENATORIAL RACE.

In November of that year he boldly threw his gauntlet in the field in the Fourth Senatorial district as an independent democratic candidate against John Fox, the Tammany nominee. The republicans of the district indorsed Morrissey and gave him an enthusiastic support. Fox was beaten, his opponent receiving a majority of nearly four thousand votes.

IN THE LEGISLATURE.

During the legislative sessions of 1876 and 1877 Mr. Morrissey introduced several important bills against Tammany Hall, but through the intrigues of that organization they were defeated. Some of them passed the Senate and Assembly, but failed to receive the signature of the Governor. It was during the winter of 1876 that he made a speech on the Gray Nuns' bill which received so much commendation. The supporters of this act apparently sought to drag in sectarian issues. An extract from the speech will show in what a plain, common sense, practical manner Senator Morrissey dealt with subjects of general interest of this character. Among other things he remarked:—

> I am not here to represent any religious creed; I have no prejudices in that way. As far as the common schools are concerned, what education I have got, Mr. President, I received in those schools. It is very little, and I know and feel the necessity of education. I appreciate the want of education more perhaps than any gentleman around this circle; and, Mr. President, no person in the senate will go further or do more to throw a safeguard around and protect our common school system than I will. When I went to New York on Friday I had made up my mind to vote against this bill; but after talking with the people in my district, and with the very highest authority in the Catholic church, I shall vote for the repeal of this act. The people to whom I allude ask for its repeal. They are, in fact, far more anxious that it should be repealed than are those gentlemen who have attempted to use it for the purpose of engendering sectarian hate and making political capital.

As in Congress, the Senator was known to have pursued a strictly honorable course, and the taints of the lobby could never be traced to him in the remotest degree.

SUPPORT OF TILDEN.

Senator Morrissey worked arduously at St. Louis and elsewhere for the success of Samuel J. Tilden. His main incentive for this labor was the consciousness that Mr. Tilden had a bitter political enemy in the person of Mr. John Kelly. He argued that the success of the democratic Presidential nominee would prove a death blow to the Tammany leader. Mr. Morrissey consequently rolled up his sleeves and went into the national fight with his usual vim and determination.

THE SECOND SENATORIAL CONTEST.

The victory of Mr. Morrissey over the combined forces of Tammany in her own banner district—the Seventh—is of too recent date to require lengthy allusion in this article. Such a political victory was scarcely ever won before. Morrissey beat Augustus Schell by some 3,500 majority in a district where the principal leaders of Tammany Hall resided, and where everything was done that patronage and money could bring forward in the decision of a political controversy. Morrissey was more proud of his record in the State Senate than in Congress. He understood New York State—not the federal policy. Before he passed through the last campaign he looked very bad.

"I have nothing to live for," he said, "except my wife. We have no living children. My son is gone. I would like to be respected—to be considered honorable—for my poor, meagre opportunities. I like the respect of Americans. Every word I hear kind to me from these great republican people goes to my heart."

FUNERAL OF LEANDER DARLING.

There was a large attendance yesterday at the funeral of Mr. Leander Darling, of No. 59 St. Mark's place, in this city, who died at Madison, Wis., on Friday last. The services were held at the house of the deceased, and among those present were several members of the Produce Exchange, to which Mr. Darling belonged.

IN THE BAY.

On Sunday afternoon last Andrew Anderson, shipkeeper of the quarantine ship Illinois, left Quarantine, Clifton, for the vessel, since which time he has not been seen or heard from. The boat he used was found on Monday below the West Bank, bottom up, and brought to the landing. His cap and sail were found in the boat. It is the belief that he was drowned by falling overboard from his boat while rowing in the fog from the island to the ship.

EDGEWATER TRUSTEES.

At the meeting of the trustees of the village of Edgewater, held yesterday, the Treasurer handed in his report of the financial condition of the village up to April 29, 1878, showing that the receipts from all sources for the year have been $35,716 51; disbursements, $35,555 82, leaving a balance in the treasury of $160 69. A letter was received by the Board from counsel for the Ferry Company asking that a division of the village taxes be made on the club house and dock property purchased from the Garner estate. The company was willing to pay the taxes on the dock, but claim that the house stands on State ground and is without the jurisdiction of the village.

THE COURTS.

Distribution of a Residuary Estate.

BONDS OF ASSIGNEES.

Judge Larremore, who has been sitting during the last term in the equity branch of the Court of Common Pleas, has just rendered an interesting decision in the suit of Leo Goldmark, receiver of the property of James P. Savage, against Sarah Ann Savage, individually and as acting executrix of the will of Rose Malian. Goldmark was appointed the receiver of the property of James P. Savage in supplementary proceedings and brings this suit to recover the distributive share of such debtor under his mother's will and to restrain the payment thereof to him. Rose Malian's will was admitted to probate on the 3d of September, 1872. Among other bequests was one to her son, James P. Savage, and her daughter, Sarah Ann Savage, under certain trustees, devising to them all the residue of her estate, excepting a house in Thirty-fourth street, giving them and their survivors power to sell the estate and directing that the sale may be made as soon after her decease as possible. One-fourth part of the proceeds of the sale were to go to the daughter and $5,000 out of the remaining three-fourths to be invested in bond and mortgage in the name of the trustees, the annual income of which was to be paid over to her son, James P. Savage, during his life, and after his death the same to be divided among her daughters and granddaughters, excepting certain portions which were given to the Rev. Arthur J. Donnelly, of St. Michael's Church, the Roman Catholic Orphan Asylum and to her daughter, Sarah Ann Savage, to be by her given to such charitable institutions as she might think fit. The will further provided that the trustees should pay the balance of the remaining three-fourths part out of the sale of the real estate to her son James P. Savage, and it was further declared that the last devised real estate from the time of the death of the testatrix should be considered as absolutely converted into personal real estate and subject to the trusts before mentioned. Letters testamentary were granted to the defendants, Sarah Ann Savage and James P. Savage, but the latter resigned and was duly discharged. The complaint in the suit goes on to aver a sale of the residuary of the estate of Rose Malian by the defendant, Sarah Ann Savage, as sole acting executrix for $19,200, and the receipt of such sum by her; that no part of such amount had been paid to the judgment debtor and demands that his portion be paid to the plaintiff as his receiver. By the deposition of Sarah Ann Savage, which was read on the trial, it appeared that ever since the decease of the testatrix, advances had been made by the executrix to the judgment debtor on account of his share in the residuary estate nearly or quite equal to the total amount except the trust fund of $5,000 of which the judgment debtor was to receive the income during his life. Prior to the commencement of this action the executrix rendered a final accounting, and a decree was made allowing her accounts and directing the payment and distribution of the funds remaining in her hands, which was accordingly done, and the final decree was filed in the Surrogate's office. Judge Larremore in his opinion holds that the plaintiff has failed to make out a case, that the power of sale was properly exercised, and the proceeds distributed in accordance with the terms of the will. He cites numerous cases, and in conclusion says:—"Neither was it bad faith on the part of the executrix to make advances to the defendant, Savage, on an agreement that such amounts should be deducted from his share. He was in necessitous circumstances and needed money from time to time for his support. So far as the testimony shows the executrix had no notice of the plaintiff's claim until the proceedings were taken for her examination under the supplemental order. The plaintiff cannot reach the income of the trust fund of $5,000, and that is the only property shown to have been under her control in which the judgment debtor had any interest when this suit was brought. As to any portion of the proceeds of the estate in the hands of such debtor the plaintiff has his remedy at law. Judgment is therefore ordered in favor of the defendant for a dismissal of the complaint."

IMPORTANT TO ASSIGNEES.

Chief Justice Daly yesterday rendered an important decision in the matter of the arraignment of Moritz Lipsiger, which came before him on an application made by William A. Harding, a creditor of the assignor, for an order requiring Frederick Lewis, the assignee, to file his bond or show cause why he should not be removed as such assignee. The Chief Justice holds that the composition is a proceeding distinct and different from the proceeding for a discharge in bankruptcy, and that the construction which has been given by the United States courts to the law respecting the one does not necessarily apply to the other; that the composition does not become effective so as to discharge the petitioner from his debts until the composition notes are paid, and that if a note given to the creditor agreeing to the composition is not paid when due he can sue for the original debt and is entitled to his pro rata proportion under an assignment for the benefit of the creditors, if one has been made. The creditors in this case agreed to take notes payable in three months, with a certain person as indorser, but until these notes are paid there has not been a pro rata payment or satisfaction in money. It has been simply an agreement on the part of these creditors to give the debtor time to effect the composition, and it is not effected until the notes are paid. The creditors taking these composition notes also agreed that the assignee under the State law might surrender up and deliver to the debtor all property received by him under the assignment and waive notice of any proceeding he might take to be discharged from his liability as assignee. Judge Daly says that it does not follow from this that the assignee should be relieved from giving a bond to perfect his title to the property. If he does not file the bond within the specified time the Court has power to remove him, to make provisions for the safe custody of the estate and to appoint another assignee. If he files it and then transfers the property assigned to him to the debtor he does it upon his own responsibility if the composition is not carried out and effected. The Judge decides that the assignment is in no way affected by the composition deed.

GOING TO THE PARIS EXPOSITION.

Edward C. Ripley brought a suit against Francis Walbridbo, in which judgment was obtained and proceedings supplementary to execution were issued. The defendant, it was claimed, failed to obey an order for his examination in such proceedings and an order to show cause was granted why he should not be punished for contempt. The defendant, who is a member of Gilmore's Band, appeared before Chief Justice Daly in the Court of Common Pleas yesterday, and disclaimed any intent to disobey the order of the Court, and expressed his willingness to be examined. His counsel, Mr. Edward Selinger, stated that his client desired to rejoin the band in Paris and expected to start on Saturday, and although he was perfectly willing to abide by any decision of the Court, yet he was anxious to have the examination take place as soon as possible. Upon this representation Judge Daly directed that the examination take place to-day.

SUMMARY OF LAW CASES.

Judge Donohue yesterday refused to vacate the orders of arrest against Charles R. Adams and Thomas Arens, granted in the suit of Herman Edling.

In the case of Francis Covert, convicted in the Court of General Sessions of forging a deed and sentenced to State Prison for five years, a writ of habeas corpus was granted yesterday by Judge Potter and made returnable to morrow.

Elizabeth Garrison, who was married to James Garrison in February, 1869, charges him with various adulteries and has instituted a suit for divorce. Judge Potter yesterday granted an order directing service of the summons and complaint by publication, his whereabouts being unknown.

Andrew Nolting having discontinued a divorce suit against his wife, the two signed articles of separation, the wife taking their three infant children, but alterward not allowing him to see them. Judge Potter yesterday directed that he be allowed to visit them for two hours once a week.

In three foreclosure suits against William R. Martin the deficiencies on the sales were $6,951 82. A motion to punish Mr. Martin for contempt for failure to appear in supplementary proceedings was yesterday granted by Judge Brady, unless Mr. Martin puts in an appearance on the 16th inst. and thus purges himself of contempt.

There was commenced yesterday in the Court of General Sessions, before Judge Gildersleeve, the trial of Washington Gearing, with superabundant alibis, on a charge of stealing a bale of silk worth $3,000, the property of H. B. Claflin & Co., the bale having been stolen from a truck while in transitu from the bonded warehouse. Assistant District Attorney Lyon conducts the prosecution; Messrs. Foster and Adams appearing for Messrs. Claflin & Co.; Messrs. A. Oakey Hall, W. F. Howe and A. H. Hummell for the prisoner.

Judge Lawrence gave his decision yesterday refusing to vacate the order of arrest and attachment granted in the suit of Mrs. Elizabeth McCall against James Lorrimer Graham. Mrs. McCall brings her suit to recover $51,590 82 claimed to be due her through her estate having, as alleged, been squandered by Mr. Graham upon a power of attorney, the extent of power granted in such instrument being, as she avers, concealed from her. Mr. Graham asserts that the estate was lost through speculations authorized by her.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Potter.—Nos. 68, 82, 83, 104, 145, 156, 157, 178, 281, 314, 320, 321, 323, 324, 325, 328, 329. Assessment—Nos. 89, 99, 113, 123, 142, 143, 167, 196, 177, 178, 179, 181, 182, 183, 184, 185, 186, 187.

SUPREME COURT—GENERAL TERM.—Adjourned until Monday next.

SUPREME COURT—SPECIAL TERM.—Adjourned for the term.

SUPREME COURT—CIRCUIT—Parts 1, 2 and 3.—Adjourned for the term.

SUPERIOR COURT—GENERAL TERM.—Adjourned until Monday next.

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

SUPERIOR COURT—TRIAL TERM—Parts 1, 2 and 3.—Adjourned for the term.

COMMON PLEAS—GENERAL TERM.—Adjourned until Monday next.

COMMON PLEAS—EQUITY TERM.—Adjourned for the term.

COMMON PLEAS—SPECIAL TERM—Held by Chief Justice C. P. Daly.—No day calendar.

COMMON PLEAS—TRIAL TERM—Parts 1 and 2.—Adjourned for the term.

MARINE COURT—TRIAL TERM—Parts 1 and 3.—Adjourned for the term. Part 2—Held by Judge McAdam.—Nos. 4423, 4308, 4437, 4509, 4551, 4552, 4570, 4571, 4573, 4299, 4172, 4470, 4494, 4490, 4496, 4500, 4507, 4511, 4523, 4531, 4539, 4547, 4550, 4128, 4596, 4597, 4598, 4599, 4600, 4601, 4602, 4603, 4604, 4605, 4607, 4287.

COURT OF GENERAL SESSIONS—Parts 1 and 2.—Adjourned for the term.

BUSINESS TROUBLES.

FAILURES, PETITIONS IN BANKRUPTCY AND ASSIGNMENTS—CREDITORS' MEETINGS.

The failure of Pendergast Brothers & Co., shipping and commission merchants at No. 83 Beaver street, was reported yesterday. The firm is composed of James F. and Charles H. Pendergast and has been in business for many years in this city and Baltimore, the New York house having been established in 1861. They have been embarrassed for some time past, and they allowed their notes for about $18,000 to go to protest. Their business has gradually diminished and is a case of "dry rot," as the trade term it. Their troubles are partly ascribed to the failure of R. W. Adams & Co., lumber dealers, from whom they purchased lumber, giving their notes in payment. Of late years, it is said, they have purchased lumber, giving their notes and then getting advances on the bills of lading; they have shipped the lumber to Brazil and returned with a cargo of coffee, doing the business in the nature of freighters. They nominally own three barks, including the Fairy Bell and James F. Pendergast; but they are not in their own name and sail under a foreign flag. Their liabilities are reported at about $80,000, and nominal assets. The office was kept locked yesterday.

Register Fitch has adjudicated Thomas Gearty, contractor of No. 532 Third avenue, a bankrupt on his own petition. His liabilities amount to about $460,000, of which $413,165 are secured. The principal secured creditors are the estate of Henry Leger, $109,500; Oscar Backus, $55,000; Henry Wiener, $50,000; James Saxton, $30,000; Merritt Trimble, trustee, $21,000; Lewis Wiener, $21,000; Emigrant Industrial Savings Bank, $16,000. Among the unsecured creditors are the New York Savings Bank, $22,000, and William Ryan, $3,214 74. The assets consist of three vacant lots in East Forty-ninth street, valued at $6,000, mortgaged and in foreclosure. Roger A. Pryor, Jr., was appointed receiver of his property by the Marine Court.

Edward P. Steers, formerly of the firm of Steers & Acker, lumber dealers, is in voluntary bankruptcy before Register Ketchum. The total liabilities amount to $269,028 03, of which $206,000 are secured; $53,152 50 unsecured and $8,975 53 on accommodation paper made by Sylvester Murphy, who is also in bankruptcy. The largest secured creditors are:—The Equitable Life Insurance Company, $77,900; David Babcock, $50,000; executors of Moses Camp, deceased, $42,000. Among the unsecured creditors are:—John Ross, $16,557 87; receiver of the German Uptown Savings Bank, $7,000; receiver of the Manufacturers' and Builders' Bank, $5,723 70; Chatham National Bank, $5,345 79. He has no assets except what are in the hands of Alexander Cameron, who was appointed receiver of the firm. There has been no distribution made to the creditors, and the property is insufficient to pay them.

Matthew Byrnes, Jr., and William J. Byrnes, builders, have filed separate petitions in bankruptcy, although nearly the whole amount of their liabilities were jointly contracted and are about $100,000. Matthew Byrnes, Sr., is a creditor for $90,504 94, money loaned, and Ambrose C. Kingsland & Sons have a claim for $7,000. The assets are merely nominal, consisting of about $50 cash and debts due, $6,584.

The liabilities of Anson P. Pond, broker, of No. 45 East Thirty-fourth street, who has filed a petition in voluntary bankruptcy, amount to $65,620 82, and are nearly all the results of losses by speculation in Wall street. He has no assets. Among his creditors are S. M. Mills & Co., $18,358 10; Dickinson, Waller & Co., $17 622 57; B. Van Amburgh & Co., $16,349 74; J. D. Prince & Co., $3,999 26; C. J. Osborn & Co., $2,162 37; J. Chase & Co., $3,833 21; George Law, Jr., $1,250; W. R. Travers, $550.

Register Fitch has adjudicated Marks H. Julian, dealer in fancy goods, at No. 27 Catharine street, a voluntary bankrupt on his own petition. His liabilities amount to about $15,000, distributed among 110 creditors, and he has no assets.

George Moore, agent, No. 218 East Forty-ninth street, has been adjudicated a voluntary bankrupt before Register Ketchum. His debts were contracted during the past ten years, which amount to about $11,000. He has no assets.

Register Ketchum has received a voluntary petition in bankruptcy by George H. Barnes, produce merchant, of No. 258 Washington street, who has liabilities amounting to $5,554 and assets, $1,895 43, in possession of C. R. Street, assignee.

The schedules in the matter of the assignment of George Gourlay, shirt manufacturer, to Frank Lewis, were filed yesterday in the Court of Common Pleas. The liabilities are stated at $50,477 63, nominal assets at $18,736 98, and real assets at $11,796 28.

There was also filed in the same court the schedules in the matter of the assignment of Charles L. D. Spalhoff, coal dealer, in East Twenty-eighth street, to Nicholas H. Fahrenholz. The liabilities amount to $10,734 61, nominal assets to $10,813 35, and real assets to $4,680.

In the County Clerk's office there was filed yesterday the assignment of George Ebbinghousen and George A. Wiemayer, comprising the firm of Ebbinghousen & Widmayer, to Henry Widmayer.

At a meeting of the creditors of Flanigan & Co., dry goods dealers at No. 629 Eighth avenue, held at the office of Register Fitch, a composition of twenty-two and a half cents on the dollar in endorsed notes at two and four months was accepted. A statement of the condition of the firm was submitted, showing gross liabilities, $90,195 41, of which there are secured $4,639 54; assets appraised value, $28,960 23, of which $26,940 80 is in stock.

The creditors of Wilson H. Blackwell, real estate auctioneer, late of No. 117 Broadway, met at the office of Register Fitch and elected James W. Harrington assignee in bankruptcy. The liabilities are $15,500, and he has no assets.

REAL ESTATE.

The following sales were made on the Real Estate Exchange yesterday:—

BY LOUIS MESIER.

Foreclosure sale of the two three story brown stone houses, with lots each 20x105, s. s. of 58th st., 100 ft. e. of 3d av., to plaintiff $18,000

BY L. J. AND T. PHILLIPS.

Foreclosure sale—John J. Townsend, referee—of the house, with lot 24.5x85, No. 95 Lexington av., e. s., 24.8 ft. s. of 27th st., to William Naplis.. 13,250

BY R. V. HARNETT.

Gilbert M. Speir, referee—Foreclosure sale of four lots, each 25x102.2, s. s. of east 72d st., 198 ft. e. of av. A; also 4 lots, each 25x100.2, s. s. of East 72d st., 398 ft. e. of av. A, to plaintiff 11,000

BY BERNARD SMYTH.

John A. Goodlett, referee—Foreclosure sale of the three story brown stone house, with lot 18.9x100.11, No. 161 East 116th st., n. s., 264.3 ft. w. of 3d av., to plaintiff 10,000

Total $52,250

OFFICIAL REAL ESTATE TRANSFERS.

The following statement, showing the real estate transactions recorded in the Register's office, May 1, 1878, is obtained from Augustus T. Docharty, Deputy Register—

107th st., n. s., 150 ft. e. of 12th av., 13.5x100; also 107th st., n. s., 325 ft. e. of 12th av., 111.9x75x irregular; Sophia A. Dixon to Isabel S. Trieste.. $2,000
63d st., s. s., 200 ft. e. of 5th av., 25x100.5; Sarah P. Embury and husband to Tacamiree H. Bonnell 12,500
55th st., s. s., 147.6 ft. w. of Madison av., 22.6x100.5 (furnished); Mary A. Schenck to Sarah P. Kalbfleisch 55,000
37th st., s. s., 130 ft. w. of 4th av., 24.6x98.9; Maria C. Peet to Sarah E. Hard 37,475
Lexington av., n. e. corner of 111th st., 75x100.11; Peter H. O'Neil and wife to Peter I. Clinton 2,000
Washington st., between rector and Morris sts. (lot No. 19), 27x89.6; Robert R. Morris to Benjamin F. Babbitt 12,000
54th st., s. s., 82.6 ft. w. of Madison av., 22.3x100.5; Daniel Heuness to Elizabeth H. Jewett 38,500
Nassau st. (No. 87), 24.8x112.3; George W. Humphreys and others to Moses S. Beach 40,000
13th st., east (Nos. 529 and 523½); Owen Donohoe and wife to Julia Powers ..... Nom.
Sullivan st. (No. 48), 22xirregular; George Bechold and wife to Annie Senneider ..... Nom.
4th st., e. s., 99.6 ft. n. of Bank st., 20x75; Joseph H. Bearns and wife to Jane E. Martin 8,000
79th st., n. s., 100 ft. e. of Madison av., 75x102.2; Richard Williamson to James V. S. Woolley 19,000
49th st., 60 ft. w. of 3d av., 20x60; Moses Kind and wife to John Schmitt 7,500
19th st., e. s., 277.10 ft. w. of 5th av., 21.5x82; Edmund Dwight and wife to William K. Moore 18,000
6th av., w. s., the Temple Beth El to Elizabeth M. McDonald 15,500
4th av., e. s., 39.6 ft. n. of 36th st., 19.9x80; Saulesbury L. Bradley and wife to Robert W. Stuart 27,500
Lewis st., w. s., 42.6 ft. s. of 4th st., 20x75; Rachel Hirsch and husband to Peter Kerner 5,000
30th st., s. s., 298.9 ft. e. of 5th av., 18.9x98.9; Alfred Pell and wife to Anne F. Hamer 21,000
Cliff st., n. w. corner Frankfort st., 151 to Jacob st. x 33.9xirregular; Henry A. Burr and wife to New York and Brooklyn Bridge 117,500
Madison av., e. s., 84 ft. w. of 74th st., 16.8x75; Herman Bamberger and wife to Agnes A. Small 12,375
Alexander av., n. corner 132d st., 25x100.6 (23d ward); Leo. Cannon and wife to Eleanor C. Childs 17,900
13th st., n. s., 550 ft. w. of 5th av., 25x103.3; Frederick DePeyster to Jacob Rothschild 14,000
47th st., n. s., 325 ft. e. of 6th av., 20.2x75.4; Morris Josephthal and wife to Delano C. Calvin 16,700
135th st., n. s., 70 ft. w. of Alexandria av., 66.8x15 (23d ward); Thomas E. S. Dwyer to Thomas Donnelly and others 5,000
61st st., s. s., 96 ft. w. of 4th av., 19x100.5; Thomas Glover to Theodore B. Lane ..... Nom.
61st st., s. s., 95 ft. w. of 4th av., 19x100.5; Theodore B. Lane and wife to Josiah M. Fiske 20,000
Barrow st. (No. 48); John McNeill and wife to Edwin Taylor 9,750
South st. (No. 187); James G. Maclay and wife to Charles J. Fisher 14,500
Madison av., n. e. corner of 99th st., to 99th st. x 200; s. w. 4th av., n. w. corner of 99th st. to 100th st. x 225; Richard E. Mount to William H. L. Smith 122,000
80th st., n. s., 263.6 w. 18x102.2; Edward Kilpatrick and wife to Henry Ackerman 4,750
4th st., n. s., 108 ft. w. of av. D, 24x90; Edward Sellock to Lemuel Strauss 7,000
Valentine av., e. s. (24th ward); Albert H. Caffey to Marie E. Wiedenaum ..... Nom.
7th st., s. s., 92.4 ft. w. of av. B, 27.10x98; Christian Brown and wife to Theresa Plannenschlag 20,800
Washington st. w. s., 86.7 ft. n. of Amos st., 43x irregular; Alfred N. Headleston and wife to Ernest G. W. Woers ..... Nom.
2d av., w. s., 80.4 ft. n. of 55th st., 20x86; Morris Cohen and wife to William Stern 11,100
63d st., n. s., 83 ft. e. of Lexington av., 12x100.5; Richard Hennessey and wife to Gilbert H. Sweezey 11,000
63d st., n. s., 95 ft. e. of Lexington av., 100.5xirregular; same to same ..... Nom.
11th av., s. e. corner of 43d st., 25x100; Samuel L. French and others to Deretha McCabe 6,500
Division st., n. s., 49.2 ft. e. of Eldridge, 24.7x86; Mary De Peyster to Annie Schmuzer 5,000
3d av., e. s., 100 ft. s of 113th st., 20x100; F. Smythe (referee) to New York Life Insurance Company 10,000
3d av., e. s., 50 ft. n. of 112th st., 26x100; same to same 10,000
6th av. (No. 509), 17x57.8½; Augustus B. Eliott (executor) to Julius Metzier 15,000
120th st., s. s., 100 ft. w. of 1st av., 20x100.11; Martha J. Wright and husband to James S. Hurler 16,000
22d st., West (No. 23), 25x98.9; Clinton Gilbert to Isaac Stern 35,000
Macdougal st (No. 124), 25x100; Hannah W. Gadsden and husband to Valentin Keck 9,000
Macdougal st. (No. 122), 25x100; same to same 12,000
66th st., s. s., 100 ft. e. of 5th av., 100x100.5; Samuel B. Amory and others to James K. Breen 50,000
66th st., s. s., 100 ft. e. of 5th av., 100x100.5; Mary E. Headdon and others to James K. Breen ..... Nom.
55th st., s. s., 212.6 ft. e. of 8th av., 18.9x100.5; Thomas Darragh and wife to Bella M. Lunley 19,300
55th st., s. s., 212.6 ft. e. of 8th av., 18.9x100.5; Belle M. Lunley and others to Joseph Agnew ..... Nom.
105th st., n. s., 136.3 ft. w. of 2d av., 16.3x100.9; Addison Brown and wife to Mary J. Alsten 3,900
Canal st., s. s., 74.6 ft. e. of Forsyth, 25xirregular; Frederick Kirchner and wife to Louis P. Kirchner ..... Nom.
85th st., s. s., 100 ft. e. of 3d av., 30x100; Robert Kilpatrick to Martha A. Devoe ..... Nom.
87th st., s. s., 169.5 ft. w. of Lexington av., 21.2x108; Mendelsohn Benevolent Society to William L. Becker 2,500
106th st., n. s., between 1st and 2d avs., 25x94.10; John Schnugg and wife to Maria A. Kock 20,800
3d av., n. w. corner of 48th st., 25x76; William A. Boyd (referee) to Oscar Backus 28,800
Stanton st. (lot 4), 25x100; F. W. Loew (referee) to Katharine Meyer 2,000
14th st., s. s., 150 ft. w. of 6th av., 25xirregular; H. D. Purroy (referee) to Dennis Burke 20,500
6th st., n. s., 272.1 ft. e. of av. C, 57.7x90.10; William S. Kelley (referee) to Margaret M. Gallagher 13,450
64th st., n. s., 80 ft. w. of 2d av., 20x100; George W. Dill away (referee) to E. D. Brown (president) Watts st (86), 20x50; N. G. Clement (referee) to Oliver Daggett and wife 5,000
2d av., e. s., 39 ft. n. of 20th st., 19.6x90; Sarah Lehwess to Henrietta Lehwess ..... Nom.
48th st., between 8th and 9th av., 25x100.4; Edward A. Merrihew to Charles T. Riehl and wife 7,250
6th av., w. s., 24.11 ft. n. of 131st st., 25x75; Roderick T. Farrell to Benjamin G. Willis 4,500
4th st., n. s., 168 ft. w. of av. D, 24x96; F. W. Loew (referee), to Edward Sellock 2,700
35th st. s. s., 275 ft. e. of 10th av., 25x98.9; J. G. Sinclair (referee), to Catherine L. Bookman 12,550
Broadway (No. 538), 25.3x125xirregular; Joseph L. R. Wood and wife to Nathaniel D. Higgins 60,000
4th st., 33 ft. s. of Perry, 20x50; J. J. Noble to Eliza J. Noble 4,000
67th st., s. s., 100 ft. e. of 5th av., 50x100.5; William D. Bowerman and wife to Mathias B. Smith. 30,000

LEASES.

William st. (Nos. 93 and 95), part of, Henry W. Ford to A. P. Cole; 3 years $1,800
New Jersey (No. 25), store, Caroline Lewis (executrix) to Charles Gussey; 5 years 8,500
9th av. (No. 755), Hopper S. Mott and others to Francis Drissbier; 5 years 500
55th st., West, (No. 625), same to John Featherston; 3 years 125
9th av. (No. 753), same to Margaret Hazel; 3 years. 375
9th av. (No. 745), same to Herman Hoefer; 5 years. 375
Mott's lane (No 5), same to Martin Holzhausen; 3 years 100
9th av. (No. 789), same to August Koepter; 3 years. 375
Mott's lane (No. 4), same to James McCoy; 3 years. 100
50th st., West (Nos. 405, 407 and 409), same to John Tresch; 5 years 675
11th av. (No 777), same to John Wildner; 5 years. 130
9th av. (No. 743), same to Lorenz J. Will; 5 years.. 475
Mott's lane (No. 2), same to Anthony Zwicker; 3 years 100
8th av. (No. 378), Eliza McCabe to Daniel Meek; 3 years 1,800
2d av., n. w. corner 98th st., John Townshend to Patrick Fitzpatrick; 5 years 30,000

MORTGAGES.

Anderson, E. Ellery and wife to Kate B. Hoppel and others, trustees, s. s. of Water st., w. of Roosevelt st.; 3 years $5,000
Berg, Geo. and wife, to Sarah A. Parish, s. s. of 31st st., e. of 7th av.; 3 years 3,000
Beekman, Wm. B. and others, trustees, to Wm. B. Foster, w. s. of Madison av. (No. 272); 5 years 5,800
Beach, Moses S., to Geo. W. Humphreys, n. s. of Nassau st., s. of Fulton st.; 10 years 15,000
Same to same, w. s. of Nassau st., s. of Fulton st.; 10 years 20,000
Becker, Wm. L., to Mendelsohn Benevolent Society, s. s. of 87th st., e. of 3d av., s. of 5th av.; 3 years.. 3,500
Same to Thomas J. McKee, s. s. of 67th st., e. of 5th av.; 1 year 5,000
Small, Agnes A., and husband to Herman Bramberger, e. s. of Madison av., n. of 74th st.; 3 years... 10,000
Stern, Isaac, to Clinton Gilbert, n. s. of 22d st., between 5th and 6th avs.; 10 years 25,000
Schnitzer, Annie, to Adolph P. Proterre, n. s. of Division st., e. of Eldridge; 5 years 4,000
Sweezy, Gilbert H., to Jane Hoffman, n. s. of 63d st., between Lexington and 3d avs.; 3 years 6,000
Trainor, Patrick and wife to Emigrant Industrial Savings Bank, n. s. of 17th st., e. of 1st av.; 1 year 2,000
Vail, William F. and wife, to Mary L. Russell, n. s. of 55th st., w. of 1st av.; 1 year .....