FROM FORTRESS MONROE.

From Our Special Correspondent.

FORTRESS MONROE, Oct. 30, 1862.

Tuesday night of this week, the steamer Georgiana, on her way from Baltimore, saw a burning ship, and approached so near as to see that she was completely deserted. The location was about the middle of the Bay. From Capt. Dale, of the steamer Maple Leaf, I learn the following additional particulars: The light was seen by the gunboat lying off the mouth of the Rappahannock, which went to the spot. She proved to be the ship Allegany, owned in New-York, loaded in Baltimore with grain for London, for which destination she had just set sail. The crew of the burning ship were found adrift in an open boat a short distance from her. The story is told, that the middle of the night, the Allegany was boarded by men in open boats, who said to be Rebels, from one of the shores of the Bay; that the Captain, mate, and pilot were taken into custody, the crew set adrift in an open boat, and the ship set on fire. The gunboat, on picking up the crew, went along side of the Allegany, and succeeded in subduing the fire so far as to save the hull of the vessel. These are all of the particulars I have been able to learn. Taking the story of the crew as the truth, it is a daring act of piracy, which should wake up the navy. It is well known that smuggling to an unequaled extent has lately been and is now carried on across the Bay, with scarcely so much as a protest from any one, but to the necessary advantage of the Rebels, who, as has been conclusively ascertained, are in the regular receipt of goods of nearly every kind which the Baltimore market can afford.

It is suggested, however, that the story of the crew should be received with some allowances. It seems scarcely probable that even Rebels would venture in open boats twenty miles from shore, in the night time, for plunder or any other purpose. It is suggested that there is a possibility that the crew might have embezzled, that the officers might have been disposed of, and the ship afterward fired.

It is to be presumed that an inquiry will be made into this matter.

The steamer Morgan has gone for the Allegany. The principal business of this Department at present is, and for some time past has been, flag-of-truce-line. The line between Old Point and Aiken's Landing is run almost daily, exclusively at Uncle Sam's cost, which cannot have been, thus far, much if any less than $500 daily, or $3,500 per week. As many as six boats have been up the river at a time, whose charters ranged from $600 to $900 daily. It cannot, probably, be seriously objected that our Government should make extraordinary efforts, and go to the extreme expense, if necessary, to procure the release of our men held as prisoners in the hands of the Rebels; but there would seem to be no good reason why we should not only bring away our own men, but transport the Rebels, besides doing all the going and coming incident to the transaction of all the Ingo-barter business. The proper and equitable way would be for us to deliver the Rebels at Aiken's Landing, and for the Rebels to deliver our men at Old Point.

But this is not all. It is not unfrequently the case that a boat is dispatched for the sole accommodation of half a dozen (sometimes less) women or men, more frequently women) who, by hook or by crook, manage to secure passes to this point, and who, not that they had a right to do so, demand transportation to Richmond. Not only is this policy of free passage wrong in itself, because it opens an avenue of communication valuable almost exclusively to the Rebels, and is a concession and a privilege which no one has asked and upon its demand of the Government refused to grant, but the cost of this travel-at-large, these has been and is still a good deal too much of it. As an item of expense, it should be curtailed and regulated for our own convenience; on the ground of self-respect it should be reformed, if not altogether stopped, except as it relates to the exchange of prisoners, and then the expense and trouble should be equally borne.

There was a report current this morning that a Rebel gunboat, the Yorktown or some other, had run the blockade during the night, and gone out to sea, but I have been unable to verify the rumor. Whether it arose from the possibility of such a feat, if undertaken, proving successful, or from a less probable supposition, does not appear; but I presume that the report will prove to be in all respects untrue. Nevertheless, it is somewhat suggestive that so many people should, on hearing the rumor, have said, "should n't wonder."

There is no truth whatever in the report set afloat by the *Philadelphia Press*, that a Rebel force of 6,000 men, under Gen. Wise, was moving down the Peninsula toward Yorktown.

A few days more will see the last of the famous Hygia Hotel. As the old building comes down, a new one goes up on the same ground, to be followed probably by others. They who have the patience to wait, can make whatever comment they choose. Mr. Williams, meanwhile, has obtained temporary possession of a dwelling-house near Camp Hamilton, to which he is making some additions, for hotel purposes. The construction of the Hygia has demonstrated the absolute necessity of a hotel here, and a proper regard for the convenience of the public, to say nothing of the rights of those most intimately concerned, would have allowed another to be erected before the old one was torn down. The whole business is a mistake, and this has been the almost universal opinion from the beginning. To Mr. Segar it is run absolute, unless the Government reverses it to do by him that justice the withholding of which would license to any man the condemnation of his fellows.

The patients at Newport News and Craney Island are being removed to the Chesapeake Hospital, with the intention, it is understood, of breaking up the hospitals at those points.

Without undertaking to express an opinion of the right or wrong, the policy or impolicy of the act, the arrest of certain citizens of Baltimore by Gen. Wool rests with almost universal disfavor there, and has brought him in direct collision with Gov. Bradford. He was reportedly mobbed by crowds of citizens in different parts of the city, and during Wednesday the belief in the city seemed to be current that the General would be relieved by an order from Washington.

FROM NEW-ORLEANS.

Arrival of Steamship Calhoun.

The U. S. transport steamer Calhoun, Captain Baker, from New-Orleans on the 26th ult., 6 p. m., arrived here yesterday morning, with a large number of passengers, among whom were 240 sick and discharged soldiers, and the mails. The Calhoun experienced fresh N. E. gales the entire passage. Her advices are up to the 27th ult. *The True Delta* of that date states that the guerrillas had crossed the river on the old and burnt the house of Dr. Coliman, a prominent planter, who was recently in Washington with Mr. Carleton Rodliss to confer with the President upon affairs in Louisiana.

Passengers.—Mrs. Bodine, Mrs. Lane, J. Bozas, U. S. N., J. H. Grier, Lieut. J. W. Blake, U. S. Steamer G. P. Ingalls, Capt. D. M. Wilson, Capt. Campbell, U. S. Engineers, Col. Bell, Gen. W. Pope, Gen. Thomas, A. McLaughlin, wife, M. Lyons, Lieut. Hitchcock, Capt. Fuller of 38th, Butler's Staff, Lt. Bonnaffon, and others, Rev. Gen. Fitch, Lieut. and family, Rebel prisoners from Vicksburg, In the steerage: J. W. Foster, Mr. Jackson and seven of the Camp Fisk soldiers.

The following died on the passage and were buried at sea:

Oct. 29, Chas. T. Smart, Co. D, 16th Maine.
Oct. 27, Andrew J. Chittenden, Co. I, 6th Michigan.
Oct. 28, Robert S. Manning, Co. D, 6th Maine.
Oct. 29, Silas Horton, Co. D, 5th Vermont.
Oct. 29, Silas E. Bellamy, Co. I, 6th Michigan.
Oct. 30, Wilbur L. Cooley, Co. K, 6th Michigan.
Nov. 1, Corporal Samuel W. Fowler, Co. F, 13th Conn.
Nov. 1, Otis Richmond, Co. C, 13th Maine.
Nov. 2, John P. Flint, Co. I, 5th Vermont.
Nov. 2, Stephen Drew, Co. A, 1st Maine.
Nov. 4, Samuel Campbell, Co. B, 5th Michigan.

The French dispatch steamer Renaudin, Capt. Le Cardinal, arrived in New-Orleans on the 20th, with the French Rear-Admiral Reynaud and Comte Mejan, the French Consul, who reached the Balize on board the frigate La Guerriere. The two French steamers left New-York on the 11th inst. The Renaudin came to anchor at the foot of Canal street, and exchanged salutes with the English corvette Rinaldo. Several hours left the U. S. steamer Mississippi and the Rinaldo and hoisted the Renaudin. The commander of the U. S. fleet and that of the Rinaldo were, we think, on board.

The Bee says: The French population in New-Orleans welcome with pleasure the arrival of their consul, who accompanies a distinguished superior naval officer. They look upon the arrival of the admiral with a sense of security, under the critical circumstances which surround New-Orleans, at the same time that they accept it as a pledge of the solicitude of the French Government for its subjects residing in this city.

From private sources, we learn that an expedition under General Weitzel had gone up the river, to clear out the guerilla parties which have been infesting the banks and annoying our steamers for some time past.

Three Episcopal clergymen, Rev. Drs. Leacock, Goodrich and Fulton, arrested by General Butler as Secessionists, came in the Cahawba, in charge of Capt. Puffer, of the General's staff, who is ordered to lodge them in Fort Lafayette.

Disaster to the Brig Joseph.

PROVIDENCE, R. I., Tuesday, Nov. 4, 1862.

The brig Joseph of Rockland, Cables, from Sydney, C. B., for New-York, with a cargo of coal, was at anchor off Coon's Rocks, between Beaver's Tail and Point Judith, on Monday evening, leaking badly, having been run into by an unknown bark on the night of Oct. 27, and had started and thrown overboard about fifty tons of coal to lighten the vessel.

From San Francisco.

SAN FRANCISCO, Monday, Nov. 3, 1862.

Steam navigation between the western parts of Mexico and San Francisco is about to recommence. The steamer Oregon is advertised to make monthly trips.

Business is quiet.

The Sub-Treasurer of this city has exhausted his stock of legal tender notes, and to-day Government creditors had their demands paid in coin.

A fire at Red Bluff on the 25th ult. destroyed Dodd's Hotel and the adjoining buildings. Loss $10,000.

Panocitto Ranch, on which is situated Lime Point, which the Government once nearly purchased for $30,000, as a site for a fort, is ordered for Sheriff's sale, on the 27th inst., to pay off a mortgage of $40,000.

Sailed, ship Florence Nightingale, Liverpool, carrying 42,000 sacks of wheat.

WORK FOR THE U. S. DISTRICT ATTORNEY.—It is stated that some brokers in Wall street are selling, in direct violation of the law, the smaller denomination of postage currency at eight per cent premium. The present scarcity of silver is mainly due to the evanescence of these money changers, and it is to be hoped that in this their second endeavor to create trouble they may be dealt with as the law directs.

—Lieut. James Hart Purdy of the 59th N. Y. Volunteers, has been promoted to a Captaincy. He was severely wounded at ...ntietam, and won his commission by gallant conduct in the field.

HOW TO COOK VEGETABLE EGG.—Take the egg off the vine when soft. Cut it in thin slices. Take three hen's eggs, beat them well; put on your pan with a spoonful of butter or lard; then pour about half your beaten egg over them; let them cook a little—turn them, and add the balance of your beaten egg. Let them cook until soft, and they are then ready for the table. Send them to the table hot.

DEAD HORSES.—According to a report from the City Inspector, 51 dead horses were removed from the city limits during the past week, and of these Broadway has furnished more than its full quota. Could horses vote whether or no they should trot over the smooth, slippery, and dangerous Belgian pavement, they would all vote *nay*. At no hour of the day can a walk be taken from the Park to Union square without meeting one or more groups of persons gathered around a fallen or dying horse. The scenes there witnessed are painful and revolting. Cutting the horse's mouth; jerking him violently backward when he falls, or, if too far gone, covering his head with straw and letting him lie in the gutter and crush the passers-by in his dying struggles—these are the signs to be witnessed every day on Broadway.

TRIAL TRIP OF THE NEW PILOT BOAT JAS. FUNK.—The new pilot boat Jas. Funk, Capt. Albert Malcolm, made a trip to sea on Monday, for the purpose of testing her sailing qualities, which proved a complete success. She left Greenpoint at 10 a. m., with a stiff breeze from the north-west, and proceeded to sea. Her sailing qualities were well tested on all points, showing advantages in build by a combination of the different improvements made in pilot boats for the past few years. She well proved the intentions of her owners for comfort and accommodation, and as regards speed she is unsurpassed.

She is owned in equal shares by Capt. Robt. Malcolm, Henry Devere, Mich'l Lyons, Edward Fryer, Robt. Yates, and Wm. Smith; cost about $11,000, and was built by Webb & Bell at Greenpoint. Her dimensions are: 130 tons; length over all, 72 feet; beam, 21½ feet; depth of hold, 8½ feet; is built of the best material; is iron strapped and diagonally timbered. Her cabins are beautifully and tastefully arranged, either side being adapted for sleeping purposes by a complete set of comfortable berths, beneath which are drawers and lockers for containing the pilots' private documents, &c. Adjacent to the cabin is a commodious state-room, store-room, and water-closets, also pantries and other closets, all of which are appropriately placed. In fact, she is the most staunch vessel ever built for the business. She bears the name of the oldest shipmaster out of the port, and who now commands the new ship Quesnel in Messrs. Boyd & Heinrken's line. Among the guests we noticed Mr. Ichford Webb, the builder; Mr. W. H. Van Pelt, her sailmaker; Jas. Boyd, esq., of the firm of Boyd & Heinden; Col. Jas. Avery; also a number as host of merchants of this and other cities. She returned to the city about 6 p. m., giving entire satisfaction to all concerned.

DESTRUCTION OF THE SCHOONER DENNIS.—Ellwood Walter, esq., Secretary of the Board of Underwriters, has received a letter from Beaufort, N. C., dated October 24, announcing that the schooner Dennis of Bath, Me., Capt. Patterson, with a cargo of naval stores for New-York, took fire while anchored in the light of Cape Lookout, about 1½ miles from the beach, and burned to the water's edge. The vessel was brought to anchor owing to a strong head wind, and it is thought the fire originated from the gale. The chains, anchors, and a few sails were saved.

A UNION SCOFFER DRAFTED.—Among those drafted in Westmoreland County, Pa., was Robert Carpenter of Mount Pleasant Township, the same individual who, but a few weeks ago, outraged the public feeling there by pursuing the village with the mutilated emblem pinned to his shirt tail.

MRS. FREMONT AS AN AUTHORESS.—"The Story of the Guard: A Chronicle of the War," is the title of a two-mite book to be issued from the press of Messrs. Ticknor & Fields. The writer is Mrs. Jessie Fremont, the well-known wife of the General. Col. Benton's daughter accordingly is a skillful writer, and she will record in her forthcoming book many romantic incidents, and telling home truths appertaining to her husband's much-abused career in Missouri. We understand the volume will contain several private domestic letters of great interest from her husband and his soldiers. The profits of the book are to be devoted by Mrs. Fremont to the support of the widows and children of the fallen brave officers who perished in the Springfield fight. Such a book by such a writer will be a welcome volume every where. [Boston Transcript.

ESCAPED FROM THE ENEMY.—Henry Fairbank of Col. Bissell's Engineer Regiment of the West, Albert Bacon of the 15th Illinois Regiment, and Robert Timmins of the 53th Indiana, who were captured last Spring, in the battles of Shiloh and Corinth, and have since been hustled about with other Union prisoners to various places in Rebeldom, made their escape, on the 15th ult., from Macon, Ga., their last place of confinement. After seventeen days of night traveling, and the endurance of many hardships, they finally reached the gunboat Western World, then blockading Doboy Sound, and were taken on board. The exposure to which these men were subjected made them severely ill, but with proper medical attention they have recovered, and arrived here on Thursday, on their way to the North. [New South, Port Royal, 18th.

THE 171ST REGIMENT.—This regiment, formerly known as the Sixth Senatorial, Col. Wm. Mayer, is now encamped at the Centreville Race Course, Long Island, having removed thither from Broadway Park about two weeks since. The muster-rolls show an aggregate of 600 men. The eight companies already formed are almost entirely composed of Germans. The command will be attached to the corps of Gen. Sigel.

LAW INTELLIGENCE.

UNITED STATES CIRCUIT COURT—Nov. 3.—Before Justice NELSON.

INDIA-RUBBER LITIGATION—VICTORY ON THE OTHER SIDE.

Goodyear & Poppenhusen agt. Oscar Falke et al.

Last Spring, an injunction was granted restraining the defendants from using sheets of tin or brass, necessary in making the hard compound of India-rubber, out of which combs are manufactured. Defendants continued manufacturing with sheets of brass of greater thickness. A motion for an attachment, as for contempt of Court for violating the injunction, was made by plaintiffs.

The motion has been denied, thus holding that plates of brass of comparative rigidity are not included in the patents owned by Conrad Poppenhusen.

The opinion, after reciting the various patents, proofs and former decisions, runs closes: "Now the answer to this motion for an attachment is that we are not satisfied upon the evidence before us that the defendants have used the pliable and flexible sheets of metal as described and contemplated in the complainants' patent. On the contrary, the metal sheets used are comparatively rigid and inflexible and cannot be used in the way in which the soft or other similar metallic sheets are used in the process of producing the desired forms and surfaces of the rubber compound.

We shall not enter upon argument to sustain this conclusion, as the exhibits accompanying the proofs were sufficient upon the question. Motion for attachment denied." [A. V. Stoughton, C. M. Keller and Geo. D. Sargeant for plaintiffs; L. Abbott, A. J. Dittenhoefer, W. J. A. Fuller and Wm. M. Evarts for defendants.

SUPREME COURT—Special Term.—Nov. 3.—Before Justice LEONARD.

DECISIONS.

Roosevelt agt. Pilster et al.; Roosevelt agt. Brown, impl.; Rosebould agt. Warren et al.; Stewart et al. agt. Mitchell et al., executors; Cole agt. Taylor et al.; Vanvleck agt. Clark & Faulkner; McMullin agt. Monahan.—Judgments for the defendants with costs.

Kenyon agt. Gasperic et al.; Same agt. Same; Coleman et al. agt. Second Avenue Railroad Company; John Kelly, Sheriff, agt. Bailey et al.—Judgments for plaintiffs, with leave to defendants to answer in twenty days, on payment of costs, to be adjusted by the Clerk.

Thomas Bank agt. Donnell.—Judgment for plaintiff, with leave to defendant to answer in ten days, on payment of costs, to be adjusted by the Clerk.

Central agt. Felton.—Judgment for plaintiff, with leave to defendant to answer in 20 days; costs of plaintiff to await final judgment.

Harrison ex rel. agt. Harrison et al.—Judgment declaring will of James Harrison, deceased, valid; costs to be paid to plaintiff and defendants from the estate.

Loseclagh et al. agt. Britton and Burdick.—Judgment for defendant Burdick, with costs. Complaint dismissed as to Bolton, with costs.

Hoffman agt. Ferris et al.—Judgment for plaintiff.

Little et al. agt. Purser; Long Island Bank agt. Secondine et al.; Stryker agt. Horn et al.; Greenwich Savings Bank agt. Davis et al.; Security agt. Howe et al.; Stuyvesant Insurance Company agt. Lalor et al.; Conles agt. Graham et al. Judgment for plaintiffs, with costs.

The People ex rel. Sailor's Snug Harbor et. al. agt. John Kortright et al.; Strong agt. Dufourcet et al.; Reach agt. Fellows et al.; Cooke agt. Meeker et al.; Fuller agt. McCluskey.—Complaints dismissed with costs.

Cunningham agt. Buckingham.—Verdict set aside and new trial ordered on payment by plaintiff to defendant of the costs and disbursements of the trial in 20 days, to be adjusted by the Clerk.

Morris agt. Way et al.—Judgment of foreclosure for plaintiff with costs. Complaint dismissed, with costs as to the Reynolds. Vide details of special judgment filed with the Clerk.

IMPORTANT DECISION IN FAVOR OF THE CITY.

William C. Rhinelander et al agt. The Mayor, &c.

LEONARD, J.—The complaint states that the Fifth Avenue was opened under the authority contained in section 177, and was regulated and paved under section 179 of the general act of April 5, 1813, repealing several laws relating particularly to the City of New-York, into one act. The Common Council are authorized by section 177 to open any street or avenue of proper lines, grades, and by section 179 to pave, alter, amend, &c., any street, &c.

The Corporation of said city adopted an ordinance in 1858 declaring that whenever the owners of lots fronting on the streets should pay the expense of paving the carriage way, &c., for a distance not less than one block, under the order of the Common Council, and the work should be approved, part of the street should forever thereafter be lighted and kept in repair at the expense of the Corporation.

The owners of certain lots fronting on Fifth avenue allege in this complaint that the avenue was subsequently opened, &c., and the expense paid in the manner contemplated by said ordinance; that the Common Council in discharge of the obligation of this ordinance, repaved the avenue with the Belgian pavement, and assessed one-half of the expense thereof in 1860 on the owners of lots fronting on the carriage way so repaved, amounting to over $50,000, from which assessment they now demand to be relieved.

I think there can be no doubt that the act of 1813, sec. 179, authorized the improvement in question; indeed to suppose to the contrary was indulged at the argument.

The statutes authorize the Common Council to impose the expenses for the improvement mentioned in these sections by assessment upon the owners of property benefited. It became the duty of the Common Council, by virtue of this authority, to raise the expenses incurred for the purposes contemplated by the sections referred to in the manner authorized by that law.

The amount for paving, &c., in 1858, was assessed, and became a lien upon the lots benefited.

The Corporation had no inducement by way of consideration to bind themselves not to exercise the power conferred upon them so far as we can ascertain from the plaintiffs' statement of the case.

Assuming that the Corporation had the authority to direct the laying of the Belgian pavement derived by the act of 1813, aside from the question of consideration, the Common Council could not in 1858 abrogate the duty which the law imposed, to assess the expenses of it upon the lots benefited thereby. We must also hold that it was the lien upon the land which the assessment created in 1858 and 1859 that imposed the payment then, and not the ordinance of 1858.

When the law authorizes the expenses of such an improvement to be assessed in a particular manner, it is an assumption of power to levy the expense and attempt its execution from tax-payers at large, and to exempt the lots benefited or validity of such ordinance or contract has for its object the creation of that source of payment, which alone is subject to the tax that permits the improvement. Judgment upon the demurrer for the defendants, with costs.

[Joseph Herrequet for plaintiffs; Henry H. Anderson for the Corporation.

SUPERIOR COURT—General Term.—Nov. 2.—Before Justices BOSWORTH and WHITE.

DECISIONS.

Griffith W. Griffith agt. Thomas R. Halley.—Motion denied with $5 costs.

Samuel C. Reed agt. Philip Neuburn.—Judgment affirmed with costs on motion of argument and proof of service.

SPECIAL TERM.—Nov. 3.—Before Justice WHITE.

DECISIONS.

Kelsey agt. Ward; Loeding agt. Bowen.—Cases settled and papers left with Clerk at Chambers.

COURT OF COMMON PLEAS—General Term.—Nov. 3.—Before Judges DALY, HILTON, and HILTON.

DECISIONS.

Devereux agt. Embleton; Hall, Behrend, Kraft Mellissey agt. Same; Ellis agt. Berrell; Beal agt. Green; Kubler agt. Schmidt.—Judgments affirmed.

Dennis agt. Patterson.—Judgment reversed.

Klein agt. Gurney; Meyer agt. Handel's Express.—Judgments reversed, and new trials ordered, costs to abide event.

Cook agt. Sharp; Price agt. Peters; Goddard agt. Cuddy; Carnahan agt. Ford; Zandonski agt. Saunderson.—Orders of special terms affirmed, with $10 costs.

COURT CALENDAR—This Day.

SUPREME COURT—GENERAL TERM.—The non-enumerated calendar will be called.

SUPREME COURT—CIRCUIT.—Part I.—Nos. 3031, 3113, 2502, 2503, 2505, 2506, 2507, 677, 1209, 1401, 1845, 1947, 1977, 2315, 2320, 2767, 2817, 2476, 2503, 2563. Part II.—Nos. 2443, 2446, 2447, 110, 1988, 2153, 2246, 2259, 2318, 2619, 2640, 2775, 2810, 2820, 2824, 2830, 2834, 2874, 2924, 2926.

SUPREME COURT—SPECIAL TERM.—Demurrers.—Nos. 1 to 25, inclusive.

SUPERIOR COURT.—Part I—Nos. 2861, 2849, 2879, 2880, 2857, 2877, 2878, 2877, 2884, 2886, 2709, 2861. Part II.—Nos. 2727, 455, 1126, 111, 126, 2386, 2669, 2559, 284, 2310, 2378, 2748, 120.

COMMON PLEAS—Part I.—Nos. 1291, 1295, 1284, 1301, 1417, 1406, 1418, 1420, 1421, 1422, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1434, 1436, 1438, 1439, 1440, 1441, 1443, 1445, 1446.

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The Corporation of said city adopted an ordinance in 1858 declaring that whenever the owners of lots fronting on the streets should pay the expense of paving the carriage way, &c., for a distance not less than one block, under the order of the Common Council, and the work should be approved, part of the street should forever thereafter be lighted and kept in repair at the expense of the Corporation.

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The statutes authorize the Common Council to impose the expenses for the improvement mentioned in these sections by assessment upon the owners of property benefited. It became the duty of the Common Council, by virtue of this authority, to raise the expenses incurred for the purposes contemplated by the sections referred to in the manner authorized by that law.

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The Corporation had no inducement by way of consideration to bind themselves not to exercise the power conferred upon them so far as we can ascertain from the plaintiffs' statement of the case.

Assuming that the Corporation had the authority to direct the laying of the Belgian pavement derived by the act of 1813, aside from the question of consideration, the Common Council could not in 1858 abrogate the duty which the law imposed, to assess the expenses of it upon the lots benefited thereby. We must also hold that it was the lien upon the land which the assessment created in 1858 and 1859 that imposed the payment then, and not the ordinance of 1858.

When the law authorizes the expenses of such an improvement to be assessed in a particular manner, it is an assumption of power to levy the expense and attempt its execution from tax-payers at large, and to exempt the lots benefited or validity of such ordinance or contract has for its object the creation of that source of payment, which alone is subject to the tax that permits the improvement. Judgment upon the demurrer for the defendants, with costs.

[Joseph Herrequet for plaintiffs; Henry H. Anderson for the Corporation.

SUPERIOR COURT—General Term.—Nov. 2.—Before Justices BOSWORTH and WHITE.

DECISIONS.

Griffith W. Griffith agt. Thomas R. Halley.—Motion denied with $5 costs.

Samuel C. Reed agt. Philip Neuburn.—Judgment affirmed with costs on motion of argument and proof of service.

SPECIAL TERM.—Nov. 3.—Before Justice WHITE.

DECISIONS.

Kelsey agt. Ward; Loeding agt. Bowen.—Cases settled and papers left with Clerk at Chambers.

COURT OF COMMON PLEAS—General Term.—Nov. 3.—Before Judges DALY, HILTON, and HILTON.

DECISIONS.

Devereux agt. Embleton; Hall, Behrend, Kraft Mellissey agt. Same; Ellis agt. Berrell; Beal agt. Green; Kubler agt. Schmidt.—Judgments affirmed.

Dennis agt. Patterson.—Judgment reversed.

Klein agt. Gurney; Meyer agt. Handel's Express.—Judgments reversed, and new trials ordered, costs to abide event.

Cook agt. Sharp; Price agt. Peters; Goddard agt. Cuddy; Carnahan agt. Ford; Zandonski agt. Saunderson.—Orders of special terms affirmed, with $10 costs.

COURT CALENDAR—This Day.

SUPREME COURT—GENERAL TERM.—The non-enumerated calendar will be called.

SUPREME COURT—CIRCUIT.—Part I.—Nos. 3031, 3113, 2502, 2503, 2505, 2506, 2507, 677, 1209, 1401, 1845, 1947, 1977, 2315, 2320, 2767, 2817, 2476, 2503, 2563. Part II.—Nos. 2443, 2446, 2447, 110, 1988, 2153, 2246, 2259, 2318, 2619, 2640, 2775, 2810, 2820, 2824, 2830, 2834, 2874, 2924, 2926.

SUPREME COURT—SPECIAL TERM.—Demurrers.—Nos. 1 to 25, inclusive.

SUPERIOR COURT.—Part I—Nos. 2861, 2849, 2879, 2880, 2857, 2877, 2878, 2877, 2884, 2886, 2709, 2861. Part II.—Nos. 2727, 455, 1126, 111, 126, 2386, 2669, 2559, 284, 2310, 2378, 2748, 120.

COMMON PLEAS—Part I.—Nos. 1291, 1295, 1284, 1301, 1417, 1406, 1418, 1420, 1421, 1422, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1434, 1436, 1438, 1439, 1440, 1441, 1443, 1445, 1446.

John O. Stearns, Superintendent of the Central Railroad of New-Jersey, died very suddenly at his residence in Elizabeth, New-Jersey, on Saturday evening, of heart disease. Mr. Stearns was a very prominent business man, and his death will be widely and sincerely mourned.

PATRIOTISM OF UNION COLLEGE.—Ostrom Liberton (son of the Rev. Mr. Liberton of New-Paltz), with fifteen other members of the Junior Class of Union College, recently enlisted as privates in the New-York 10th Regiment, now at Albany, thus affording additional proof that learning and loyalty are closely allied.

Sales by Auction.

VENDUE SITUATION, Auctioneer.

GREAT SALE of ELEGANT FRENCH and GERMAN FANCY GOODS and SILVER-PLATED WARE, by D. W. IVES & Co., at the spacious new store, No. 632 Broadway, near Houston. THIS DAY at 10 o'clock, and THIS EVENING at 7 o'clock. The entire stock of rich and choice French and German Fancy Goods, Enamel Dishes, Plated Ware, &c. Catalogues ready. Fine glasses are particularly invited to examine these goods.

MARGARET GAILLARD of POINTIGNY.

To be sold, as above, on THURSDAY next. Now on Exhibition.

OFFICE OF THE UNITED STATES PRIZE COMMISSIONERS, No. 39 Chambers-st.

PUBLIC SALE OF PRIZE PROPERTY, by the United States MARSHAL, under the direction of the United States Prize Commissioners, on FRIDAY next, the 7th inst., at 11 o'clock, a. m., at

WARD & COVE'S UNION WAREHOUSES,

Near Hamilton Ferry, Brooklyn, SIMEON DRAPER Auctioneer, the cargo of steamer STETTIN, seized expressly for the Southern market, consisting of DRUGS, GROCERIES, HARDWARE, TIN, IRON, DRY-GOODS, SHOES, &c., &c.

Catalogues may be had on Wednesday, the 5th inst., at the offices of ROBERT MURRAY, esq., United States Marshal, No. 39 Chambers-st., and S. DRAPER, esq., Auctioneer, No. 36 Pine-st.

EDWARD H. OWEN,
HENRY H. ELLIOTT,
United States Prize Commissioners.

A. M. MERWIN, Auctioneer.

BY BANGS, MERWIN & Co., Irving Buildings, Nos. 594 and 596 Broadway.—Sales of Books, Stationery, Pictures, Works of Art, Fancy Goods, Furniture, &c.

WEDNESDAY EVENING, Nov. 5, at 7 o'clock,

PRIVATE LIBRARY, comprising many choice English and American Books, illustrated Works in rich bindings, and a collection of miscellaneous literature, &c. Also a few exquisite fine line ENGRAVINGS, and also a rich toned PIANO-FORTE and Stool.

BY E. T. WELLS, Auctioneer.—THURSDAY, Nov. 6, at 10½ o'clock, at his Auction Rooms, No. 47 Murray-st.,

150 crates EARTHENWARE, White, Granite, and Common.

250 cases FRENCH and American GLASSWARE.

Also, FRENCH DECORATED and PLAIN WHITE CHINA TEA SETS, DINNER WARE, rich VASES &c.

Proposals.

NAVY DEPARTMENT, Oct. 30, 1862.

PROPOSALS for IRON IRON-CLAD SEA STEAMERS.—SEALED PROPOSALS will be received until November 24, 1862, for the construction of one or more Iron Iron-clad Sea Steamers, of about 3,300 tons, complete, including machinery, masts and spars of iron, wire rigging, iron boats, with anchors, cables, sails, and all other equipments necessary for an efficient cruising ship of war, excepting only the ordnance and ordnance stores.

The general plans and specifications can be examined at the Navy Department.

The proposition must state the price for the whole complete, and the time in which each vessel will be delivered at a Navy Yard on the Atlantic coast.

Bids will only be received from parties who are known to be able to execute the work, and the contract will embrace all the usual conditions.

OFFICE SUPERINTENDENT PUBLIC PRINTING, WASHINGTON, Nov. 1, 1862.

PROPOSALS for FURNISHING the PAPER for the PUBLIC PRINTING.—In pursuance of the provisions of the seventh section of the "Joint Resolution in relation to the Public Printing," approved June 23, 1860, sealed proposals will be received at this office until SATURDAY, the 15th inst., at 12 o'clock m., for furnishing the Paper that may be required for the Public Printing for one year, commencing on the 1st day of December, 1862, and ending on the 30th day of November, 1863.

The subjoined list specifies, as nearly as can be ascertained, the quantity of each kind of Paper that will be required:

CLASS 1.

10,000 reams fine Printing Paper, uncalendered, to measure 24 by 38 inches, and to weigh fifty pounds to the ream of 500 sheets.

CLASS 2.

5,000 reams fine Printing Paper, calendered, to measure 24 by 36 inches, and to weigh 16 pounds to the ream of 500 sheets.

Agreeably to the provisions of the joint resolution aforesaid, samples of the character and quality of the paper required for the above classes will be furnished to applicants therefor. This paper is to be put up in quires of 25 sheets each, and in bundles of two reams each; each ream to contain 500 perfect sheets. Uniformity in color, thickness, and weight will be required, and the gross weight will in all cases be required. Shading of various thickness in the same bundle to make up the weight will be considered a violation of the contract.

CLASS 3.

400 reams superfine Printing Paper, hard sized and supercalendered, to measure 24 by 32 inches, and to weigh 50 pounds to the ream of 500 sheets.

CLASS 4.

2,000 reams superfine map paper, sized and calendered, of such shade as may be required, corresponding in weight with paper measuring 19 by 24 inches, and weighing twenty pounds per ream of 480 sheets.