# LAW REPORTS.

## THE LAW OF EXPRESS COMPANIES.

### Important and Interesting Case—Heavy Verdict—Practice—Depositions.

UNITED STATES CIRCUIT COURT—DEC. 15.—BEFORE JUDGE INGERSOLL.

*William B. Dinsmore, President, &c.,* vs. *Nathan Maroney.*—This case, which has been on trial for several days before a jury in this Court, was brought to rather a sudden and unexpected close this morning.

The action, as will be recollected, is an action of trover, brought by the Adams Express Company against the defendant, who was their resident agent at Montgomery, Ala., to recover the sum of fifty thousand dollars, alleged by them to have come into his possession and to have been by him converted to his own use. Maroney was appointed the agent of the plaintiffs in April, 1857, at a salary of $1,000. The plaintiffs alleged that at that time he had a little money on deposit with a banker in Montgomery, which he drew out, until in April 24, 1858, he had only a balance remaining of $28 13, which remained to his credit till November, 1858, during which time he made no deposits. On April 24, 1858, a package of $10,000 was made up at Charleston, S. C., by the Cashier of the Planters' and Mechanics' Bank, in the bills of that bank, mainly fives and tens. It was delivered to the Adams Express Company to be carried to Columbus, Ga. This package was by mistake put into the pouch for Atlanta, Ga., without a waybill, and the entry of it made on the waybill for Savannah. The pouch was then delivered to the messenger, who carried it to Augusta. By the rules of the Company, the messengers were not to know the contents of the pouches. The resident agent at Augusta, finding this package in the pouch, and not on the way-bill, put it on, and wrote a letter to Maroney calling his attention to it, and put it again into the pouch, which was delivered to another messenger, Mr. Witt, who testified that he delivered the pouch in the same condition to Maroney, and that was the last that was seen of the package. No trace of it was found, nor evidence which would warrant the Company in charging it upon any one, and the Company paid the loss. They proved, however, on this trial that in October, 1858, Maroney bought at the town of Winsboro, S. C., $7,600 worth of cotton, which he paid for in bills of a similar description to those in the $10,000 package, and which was shipped to Savannah, and there sold immediately at a loss of $700 about, and the proceeds forwarded to Maroney.

On Jan. 26, 1859, there were deposited with Maroney four packages, one of $30,000, one of $5,000, and two of $2,500, to be sent to Augusta, Ga., and Charleston, S. C., all of which, on the arrival of the pouch, were found to be missing. The Company had, since the other loss, made the rule of having the messengers check off the contents of the pouches which they received. Mr. Chase, the messenger on this occasion, testified that this time Maroney held the pouch and put the packages in, as he supposed, as he called them off, but that the pouch was below the edge of the counter, which was between them, so that he did not see one of the packages actually put in, and that he delivered the pouch just as he received it. After the loss was discovered, there was also discovered a slit in the pouch, but it was not large enough for a package of $30,000 to pass through. Upon this the Company had Maroney arrested. His preliminary examination was held at Montgomery in February last, and he was bound over to await the action of the Grand Jury, who subsequently indicted him for embezzlement. Before that indictment he came North, in May last, *en route* for Europe, and on his arrival here, he was arrested and held to bail in the sum of $80,000, which, *failing to give, he remained in prison* until the trial. On the trial the facts above stated were testified to. Two points of practice arose among others, which were interesting. The plaintiffs offered to read the deposition of Aaron J. Moses, to which defendant's counsel objected that the Act of 1789, relating to taking depositions *de bene esse*, had not been strictly complied with, as to *notifying defendant's* counsel of the intention to take the deposition. He admitted, however, that a notification was served on him, and that he attended and cross-examined the witness, and that the objection had not been taken till now.

The Court thereupon overruled the objection.

The plaintiff's counsel also offered to read the deposition of Robert Agnew, taken before a Notary Public, to which defendant's counsel objected, on the ground that a Notary was not a proper officer to take depositions, and that there was no evidence that he was a Notary except his own certificate and seal, which was not sufficient; and that it did not appear by the return that the defendant was notified, or that there was a reason for not notifying him.

The Court held that the act of Congress was explicit to authorize the taking of depositions before notaries public; that as it appeared by the return that the defendant was not notified, and that there was no agent of his within 100 miles, it was not necessary for it to further set forth any reasons for his not being notified; that as to Commissioners, it was well settled that there need be no further proof of their authority to take depositions than their own certificates, and there is no reason why the same rule should not apply to notaries; and that although under the act of 1850, if a party were on trial for perjury, it would be necessary to prove, in addition to the fact of the certificate, the fact also that the officer was what he claimed to be, which was a fact to go to the jury, yet this was not here a question for the jury but for the Court, and the certificate and seal of the notary were sufficient proof of his authority to satisfy the Court that the deposition should be read in the cause.

The plaintiff's evidence in the cause being closed, Mr. Maroney took the stand as a witness, and testified to his entire innocence in the whole matter; that he did not receive the $10,000 package, and that he did put the other packages into the pouch, and had never seen any of them since. He was cross-examined at great length by Mr. O'Conor, who elicited from him the facts that he served as a soldier in the Mexican war, and since then had been employed as a clerk on a steamboat, as a clerk to a circus company, as a stage agent and railroad conductor, at salaries sometimes of $600 a year, sometimes of $75 a month.

Yesterday afternoon Mr. O'Conor handed to him a letter, and asked him if it was written by him. Mr. Joachimssen, his counsel, claimed to see the paper before it was submitted to the witness; but Mr. O'Conor objected, and after argument the Court allowed the question to be put without the defendant's counsel seeing the paper. Eighteen or twenty papers were then successively shown to the witness, who testified that they were not in his handwriting. The plaintiff's counsel called three witnesses to testify that they were in his handwriting, and then proposed to read them to the Jury, when the defendant's counsel requested an adjournment of the case till this morning.

The papers, as we understand, were written in a cipher, which the plaintiffs claimed to have unlocked, and in which the letters of the alphabet were represented by the nine digits, in order, from A to I, from J to R by the nine digits with a dot above them, and the rest of the alphabet by the same, with a dot above and one below them. By this explanation they appeared to be letters written by Maroney, while in prison here, to a party whom he addressed sometimes as Dear B., and sometimes as Dear I.

On the opening of Court this morning, the defendant's counsel, without further testimony, consented to a verdict for the plaintiff for the sum of $53,000,—which was accordingly entered.

Maroney still awaits his trial in Georgia for embezzlement.

Another curious fact about the case was that he had been married at Philadelphia the day before his arrest, and on his examination testified that he had been previously married to the same woman by an alderman, whose name he had forgotten. The suggestion was thrown out that he had not previously been married to her, but that possibly she might have known something of this affair, and he married her to prevent her being a witness in the case.

So ended this extraordinary case.

For plaintiff, Messrs. Cutting, O'Conor, Blatchford and Seward; for defendant, Mr. Joachimssen and Mr. Ashmead.

### The Private History of Barbour's Supreme Court Reports.

*David Banks, Jr., et al,* vs. *Oliver L. Barbour et al.*—This is an injunction suit, the details of which are of considerable interest to the legal profession. The suit is brought by the members of the present firm of Banks Brothers, the well-known law publishers in Nassau-street, to restrain the publication of future volumes of Barbour's Supreme Court Reports. The case was referred to John P. Crosby, Esq., to take testimony, and is now on hearing on the pleadings and proofs before Justice INGRAHAM of the Supreme Court.

It appears from the pleadings and testimony that the law-publishing business now carried on by the plaintiffs, and which is well known, has been conducted by themselves and their predecessors, under various styles, for upwards of thirty years, was in 1847 in the hands of David Banks, Anthony Gould and William Gould. They did business in New-York under the firm name of Banks, Gould & Co., and in Albany under the name of Gould, Banks & Gould.

During the year 1847, while the firm was thus composed, Mr. Barbour entered into the contract with them upon which this suit is based. By this agreement the firm agreed to pay Mr. Barbour $1,250 per volume, for the preparation of the Supreme Court Reports; and he agreed to furnish to them reports of decisions of the Supreme Court *so long as he should receive from the Judges their opinions and the requisite facilities for preparing the reports.*

In 1851 some changes were made in the organization of the publishers' house. Messrs. David Banks, Jr., and Charles Banks, two of the present plaintiffs, entered the firm; and they became from that time the active members of the firm in New-York. The firm name of Banks, Gould & Co. was adopted, and all the business property of Gould, Banks & Gould was transferred to the new firm of Banks, Gould & Co., including, among other things, the Barbour contract. At this time Mr. Barbour's series had reached the 8th volume.

In December, 1857, a further change was made. David Banks, Anthony Gould and William Gould withdrew from the concern; Anthony Bleecker Banks became a partner, and he, with David Banks, Jr., and Charles Banks, who entered in 1851, have since conducted the business, under the name of "Banks Brothers." The business assets of Banks, Gould & Co., including the Barbour contract, were transferred to Banks Brothers. At the date of this transfer Volume 24 of the Reports was in Press.

Mr. Barbour subsequently made arrangements with Little & Co., of Albany, for the future publication of his reports, they offering a higher price. Thereupon this suit was brought, the plaintiffs contending that they have succeeded to the right of their predecessors, under the contract of 1847, and that Mr. Barbour is not entitled to withdraw from them the privilege of publishing the reports.

On the hearing before the referee, the plaintiffs, besides proving the facts already stated, put in evidence tending to show that Mr. Barbour was cognizant of the changes in the firm in 1851, when David Banks, Jr., and Charles Banks, acquired an interest in the contract, and that he had continued his dealings with them as having such interest. Mr. William Gould, a former member of the house, testified that after the changes in 1851, Mr. Barbour corresponded with the firm, and settled accounts with them by their new firm name of Banks, Gould & Co., and indorsed checks drawn by them in that name, and made drafts upon them, and signed receipts to them: these transactions having relation chiefly to his Supreme Court Reports.

Anthony Bleecker Banks testified to a conversation had with Mr. Barbour, at which the latter said in substance that he had come to see if "his head was cut off" by the new arrangement, or whether his contract was going on the same as usual; and that the witness told him it was. Mr. Barbour asked if the former friendly relations were to continue, and witness answered they were. This was at the store of the publishers.

Charles Banks identified a number of letters, &c., addressed by Mr. Barbour to the firm of Banks, Gould & Co. after 1851, to which witness had responded.

Mr. Barbour contends, among other points, that his contract was one of personal confidence in the individual members composing the firm in 1847; that they could no more assign the contract than he could assign the right to prepare the reports; and that, by the transfer from the original members of the house to their successors, he is released.

His testimony was, that at the time of making the contract he had known David Banks, Sen., and Anthony and William Gould, for upwards of ten years. He knew them to be of high standing in the community as individuals and as business men. They were then one of the largest law book publishing firms in the United States. At the time of making the contract he thought it essential to the success of the enterprise to procure those gentlemen to publish the reports. The uncertain character of the enterprise, (there being no formal appointment as reporter to the Supreme Court, and no precedent for the publication of reports of a Court sitting in so many independent districts,) and the benefit which he supposed it would be to have the personal influence and responsibility of the gentlemen then composing the firm, were considerations which much influenced his mind in accepting the terms offered. He relied very much on the personal efforts, experience, influence and reputation of the individuals named.

Mr. Barbour further testified that he did not know either of the plaintiffs as partners in the concern, until about 1857 or 1858. He had previously heard that one of Mr. Banks' sons had been taken into the New-York house, but attached no importance to it, knowing that the parties with whom he originally contracted still remained. When, however, in 1858, he was apprised of the withdrawal of those gentlemen, he notified Banks Brothers that he was ready to make a new arrangement with them for continuing the series, but as they failed to make one, he felt at liberty to enter into an arrangement with Little & Co.

Banks & Underwood and Wm. Curtis Noyes for the plaintiff; J. Burrill for the defendants.

### The Gate-house Controversy.

*The People* vs. *The Mayor, &c., of New-York.*—The decision in this case, lately argued before Justice T. R. STRONG, in the Supreme Court, was mentioned in yesterday's TIMES. It is the suit brought in the name of the People to enjoin the Common Council from making a contract with Fairchild, Walker & Co., for the construction of the gate-houses of the new reservoir, it being contended that Baldwin & Jaycox are lower bidders for the work, and that their bid having been accepted by the Croton Board, they should be engaged by the Common Council.

The prayer of the complaint was, that the action of the defendants in passing a resolution directing the Croton Aqueduct Board to have the gate-houses, aqueduct, and their appurtenances, for the new reservoir, constructed by Fairchild, Walker & Co., under a contract made with them the 2d of April, 1858, &c., be adjudged to be without authority and a usurpation of power; and that the defendants be enjoined from passing the resolution or any resolution directing the work to be done by those persons, or any person, except the same be awarded in the ordinary way upon sealed bids made in pursuance of notice; that the defendants also be enjoined from employing said persons, or any person, to construct said work; and that the defendants be prohibited from carrying out the provision of said resolution. It was set forth in the complaint that the resolution had been passed by the Board of Councilmen and the Board of Aldermen, that it had been vetoed by the Mayor, and readopted by the Board of Councilmen by a vote of 16 to 3, and that the same was before the Board of Aldermen for their concurrence. The other papers now before the Court showed that the resolution was again passed by the Board of Aldermen on the 5th of September, 1859, the same day the complaint was verified, two-thirds of all the members elected having voted therefor, whereby it became adopted.

Justice STRONG, in his opinion, after determining that no injunction against the *passage* of the resolution specified in the complaint by the Common Council could issue, proceeds to examine the question whether one can be issued to prevent the carrying such resolution into effect, when passed. He reviews the objections urged on the part of the defendants to that part of the relief prayed, and decides that as to that point an injunction may issue.

This portion of his opinion is in substance as follows: It is claimed by the defendants, that they have the power to give this work to Fairchild, Walker & Co., without any letting, or contract, by a three-fourths vote, under section 38 of the laws of 1857, chap. 446. [The section referred to provides that "Whenever any work is necessary to be done to complete or perfect a particular job, for the Corporation, and the several parts of said work together involve the expenditure of more than $250, the same shall be done by contract, under regulations established by ordinance, unless by a vote of three-fourths of each Board it should be ordered otherwise."] Assuming that the contract of Fairchild Walker & Co. does not embrace the gate-house, &c., I do not think that work can properly be regarded "work necessary to be done to complete or perfect a particular job," &c., within the fair meaning of those words in the section cited. That clause cannot include work forming part of a job which in a contract for the residue of the job appears to have been intentionally excluded, to be let in future, or to be otherwise done. A contrary construction would to a great extent defeat the policy of the provision, by making its evasion by three-fourths of each board entirely easy. In any case of an extensive work, a small part might be let to the highest bidder according to the Charter, and the residue procured to be done under the clause referred to. The clause was, doubtless, intended for cases of work omitted in a contract from inadvertence, or the necessity of which to complete a job was unforseen when the contract was made.

Another position of the defendant is that the work in question is covered by the terms of the contract of Fairchild, Walker & Co., and, therefore, there is no ground for granting an injunction. If the work is within that contract, an injunction against a new employment of those persons and the carrying out of the resolution would certainly be harmless; that fact, however, is not a reason for issuing an injunction. But if the contract of Fairchild, Walker & Co. does not cover that work, the resolution for their employment to do the work was unauthorized, and the carrying out of the resolution by the defendants, or a new employment by those of Fairchild, Walker & Co., to do the work, would be illegal. After a careful examination of the contract, and much consideration of the question, I am satisfied that the contract does not, by a proper and just construction, embrace the entire work of the construction of the gate-houses, acqueduct, and their appurtenances; on the contrary, I think it apparent on the face of the contract, that this work, with the exception of such parts of it as would be performed by doing work plainly and particularly, not in general terms specified therein, was intended to be excluded from the contract. The fourth and thirteenth specifications provide for excavations of areas for the foundations of the gate-houses, and making excavations for the foundations of the gate-houses, pipe vaults, laying pipes, and the acqueduct, &c., of such depths, &c., as the engineer may direct, but, beyond that, I find no provision in terms for building the gate-houses by those contractors. The absence of such a provision is strong evidence that it was not intended to bring that work within the contract. In addition to that, the 26th specification clearly contemplates that this work will be done by other persons. The language is, "During the construction of the masonry of the gate-houses, pipe vaults, conduit, the laying of pipes and other necessary work, the Croton Aqueduct Board reserves the control of so much ground as the engineer may deem necessary for the proper accommodation in the construction of such works and of the persons employed on them." General language in the specifications must be construed in connection with this clause, and so limited in interpretation as to allow the clause an effect in accordance with its obvious meaning.

It is impossible for the Court (and the Court ought not, if it would,) upon this motion to decide precisely how far Fairchild, Walker & Co. are entitled, under the contract, to do work which will be in aid of the construction of the gate-houses, and other things mentioned in the twenty-seventh specification. If the construction of the gate-houses is not committed to those persons by their contract, as I have already expressed the opinion it is not, that is sufficient to call upon the Court to prevent, by injunction, the execution of the resolution of the defendants for giving them the work, and to prevent any new employment by *the defendants* of those persons to construct the gate-houses, &c., except by contract founded upon a sealed bid or proposal, as provided in section 38 above referred to, of the law of 1857—the injunction not, however, to affect the rights of Fairchild, Walker & Co. to perform, or the right of the defendants to permit performance of the present contract according to its terms.

I think the complaint sufficient as a pleading to warrant the relief demanded to that extent. As a pleading it sufficiently shows an intention by the defendants, beyond the passing, to carry out or execute the resolution. In regard to a public injury, it shows that according to the bid of Baldwin and Jaycox for the work, there would be a saving to the Corporation of New-York by letting the work pursuant to the Charter, instead of having it done under the contract of Fairchild, Walker & Co., upon a single item of the work of $167 30.

An undertaking must, however, be executed on the part of the plaintiffs as a condition of granting the injunction, in such sum, and with such sureties, as shall be approved by the Court on one day's notice to the defendants, and be duly approved and filed.

An injunction is ordered, according to this opinion, upon such an undertaking being first given within ten days.

### The McParlen Habeas Corpus.

*Application of Hugh McParlen.*—This application was made last Summer, at which time it was reported almost daily, for weeks. The child, to obtain possession of which the suit was granted, was a boy about five years old, and was at *the time in the* possession of the mother, she having separated from her husband.

On the examination before Justice Davies, at Special Term, it was set up that the father became acquainted with the mother at an assignation house, and that the child was the result of illicit intercourse. On the other side, the father attempted to show that the mother of the child was now keeping a house for prostitution. Neither of these charges was clearly established, although enough was shown to raise suspicion of their truthfulness. Justice DAVIES now renders his opinion in the case, giving the custody of the child to its father. As authority for the order, the Court cites People *vs.* Olmsted, 27 Barb., p. 9.

John E. Parsons for relator; L. D. Place for respondent.

### The Schuyler Frauds.

SUIT AGAINST THE COMPANY FOR FALSE REPRESENTATIONS.

*John O. Woodruff and others* vs. *The New-York and New-Haven Railroad Company.*—This is the first of the numerous cases arising out of the Schuyler frauds that approaches a trial of the issue. The action is brought against the Company for false representions or false pretences.

The complainant alleges that Gouverneur Morris was possessed of a certificate for two hundred and seventy shares of the stock of the Company, on the 23d of June, 1854; that he applied to Clark, Dodge & Co., of this City, for a loan—they being the agents of the plaintiffs—and obtained of them twenty thousand dollars, for which the said two hundred and seventy shares were to be transferred to them on the books of the Company. The stock was so transferred, and the certificate of stock surrendered. They now allege that the said shares were not genuine, and that the plaintiffs, as holders of the spurious stock, became possessed of them by the loss of their money, because of the false representations of the Company and their agents.

The answer of the Company set forth that, although Schuyler was the President and Agent of the Company, still he was not authorized to make the false representations alleged, and therefore such representations were not made by the Company. It also denies that the plaintiffs are entitled to judgments against the Company, they not being the owners of any stock—meaning *genuine* stock.

The cause now comes up before Justice WOODRUFF, at Special Term of the Superior Court, on a motion for leave to amend the complaint. The plaintiffs desire to have the privilege of changing their form of action, so as to ground their action in *assumpsit*, instead of its present form. The argument is still pending.

Rutherford & Lyon for plaintiffs; William Curtis Noyes for the Company.

### Patent—Right to Discontinue Suit—License.

*Charles Goodyear* vs. *James Bishop et al.*—This suit was brought at law by the plaintiff to recover damages under his patent for vulcanizing India-rubber of June 15, 1844. It was brought, however, at the instigation and by the procurement of the Union Rubber Company, to whom Goodyear had given an exclusive license to use the patent in the manufacture of certain kinds of goods.

Goodyear now appears in Court and directs that the suit be discontinued, and moves for an order to that effect. This motion, however, was resisted by the Union Rubber Company, who claimed that the suit was under their control, and that they could continue it against Goodyear's wishes.

*Held by the Court*—That as a general rule at Common Law a chose in action cannot be so assigned as to allow the assignee to bring a suit at law upon it in his own name, and where he brings a suit in the name of the assignor, the assignor is not allowed to control it to his prejudice.

That neither by the Common Law nor by the Patent Law can the Union Rubber Company be deemed to be assignees of this patent. neither has the whole property in it been parted with, nor an undivided part of the whole extent of the patent throughout the United States. They are merely licensees, and the control of the patent remains in Goodyear, who gave them the license. Goodyear could surrender the patent to the Patent Office, and thus compel a discontinuance of the suit; and if he could effect it in that way, there is no reason why he cannot in a more direct way.

The motion for a discontinuance is therefore granted.

For the motion, Mr. Brady; in opposition, Mr. Goddard.

### General Sessions.

THE TWO NAUGHTY POLICEMEN—SENTENCES OF SMALL OFFENDERS.

Owing to the absence of witnesses, no business of importance was transacted yesterday in this Court. The policemen Woodward and Bowers, charged with assaulting Jane McCord, made their appearance, having been sentenced an hour earlier at the Court of Special Sessions. General Nye was present, and, after a conference between him and the Assistant District-Attorney, Mr. Doyle, the latter moved that a *nolle prosequi* be entered, which being acceded to by the Court, the defendants were discharged, as far as the Court of General Sessions is concerned.

Kate Smith, indicted for stealing $33 on Nov. 23, from Martha A. Bigelow, at No. 23 Great Jones-street, pleaded guilty to petit larceny, and was sent to the Penitentiary for five months.

Patrick Gallagher was convicted of an assault on E. M. Williams, and remanded for sentence.

Max Mehr, charged with stealing property of Ludwig Gorts to the value of $41, was convicted of petit larceny, and remanded for sentence.

Edward McKinstry and Charles W. Manger were tried on a charge of receiving stolen goods, and acquitted.

### Verdicts.

*Charles Spear* vs. *Samuel F. B. Morse.*—This is the action against Professor Morse reported in the TIMES of yesterday. It was tried before Justice STRONG in the Supreme Court, and resulted in a verdict for the plaintiff for $1,590.

*Babcock* vs. *Robbins.*—This action was reported in the TIMES of Tuesday, and was brought to recover for a pair of horses, sold under warranty, but which are alleged to have turned out otherwise than represented. Verdict for the plaintiff for $215. The action was tried before Judge BRADY in the Common Pleas.

### Decisions.

SUPREME COURT—SPECIAL TERM—INGRAHAM J.

*Louis* vs. *Stout.*—Complaint as against Andrew V. Stout dismissed, and judgment ordered for plaintiff *vs.* John Stout.

*Asten* vs. *Biggam.*—Motion for new trial denied, with $10 costs.

*Maxwell* vs. *Sutton et al.*—Complaint dismissed without costs.

CHAMBERS—CLERKE J.

*Binkholy* vs. *Binkholy.*—Report of Referee confirmed and judgment of divorce granted.

DAVIES J.—*Application of James Hawley.*—An order must be entered in this case, denying the motion to open the default, and that the order made by Justice INGRAHAM, of 25th August, 1859, be proceeded upon.

### Calendar—FRIDAY, Dec. 16.

UNITED STATES DISTRICT COURT.—Nos. 63, 64, 74, 75, 112, 53, 58, 65, 97, 117, 54, 55, 56, 57, 59, 62, 67, 72, 76, 60, 84, 90, 100, 104.

SUPREME COURT—*Special Term.*—Nos. 94, 141 to 146, 148, 149, 151 to 154, 156 to 162.

SUPREME COURT—*Circuit.*—*Part I.*—Nos. (short causes,) 2491, 6145, 5667, 381, 5797, 659, 59, 13, 4579, 6099, 6157, 6495, 6087, 6481, 2881, 5889, 6625, 6499, 615. *Part II.*—(Short causes.) Nos. 4358, 5486, 6166, 6493, 5263, 5378, 6612, 6540, 5050, 4457, 6007, 6447, 3011, 4451, 6005, 6052, 6510, 6562, 2208½, 6082, 5098.

SUPERIOR COURT. *Both Parts.*—Calendar unchanged.

COMMON PLEAS. *Part I.*—Nos. 1042, 323, 1661 to 1663, 1665, 1667, 1668 to 1673, 1411, 303. *Part II.*—Nos. 1412, 144, 1195, 1235, 1456, 1560, 1561, 67, 1210, 1168, 1210, 1432, 305, 1674, 1479.

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