CIVIL COURTS.

UNITED STATES CIRCUIT COURT.—Nov. 14.—Before Judge SMALLEY.

INDICTMENTS.

The Grand Jury came into Court, presented several indictments, informed the Court that they had transacted all the business that had come before them and were then adjourned by the Court to reassemble at their own volition, or when requested to by the District-Attorney. The following are the indictments against parties now in prison:

Lloyd Brown—manslaughter in a foreign port; Charles W. Bradshaw—obtaining letter from Post-Office by fraud and deception; John R. Wigham—secreting and embezzling letters containing articles of value; John Murphy and Richard Weeks—uttering counterfeit compound interest notes; Wm. S. Nice, Catharine McCarthy, Catharine Clark—passing counterfeit national currency notes; Giovanni Tenatt, John Stewart, Henry Parker, Samuel Platt, alias Lame Sam, Wm. H. Bartlett (two indictments)—uttering counterfeit United States notes; John Dillrew and Joseph Bradley, John Foster, John Stewart, Catherine Schoenman, Conrad Nefendorf and Geo. Sibald—uttering counterfeit fractional currency; Gelsomino Domeschitti—uttering counterfeit United States currency.

THE LAW OF COMMON CARRIERS—HIGHLY IMPORTANT DECISION AS TO THE DUTIES OF RAILROAD AND EXPRESS COMPANIES—THE PUBLIC HAS SOME RIGHTS WHICH THE COMPANIES MUST RESPECT.

Charles G. Lockwood agt. The N. Y. Central Railroad Company.

The plaintiff was a cattle drover, and on the 5th of June, 1858, arrived in Buffalo from Chicago on his way east with a large number of cattle. The Central Railroad Company has always done a large and profitable business in this transportation. The cattle are placed standing in each car, and are liable to be thrown off their feet, or if they become leg weary, will sometimes lie down, and are, in either case, likely to be trodden upon by the other cattle, and seriously injured. It is, therefore, usual for drovers to go on the same train to take care of the cattle, and a "caboose" is attached to the rear car for the accommodation of the drovers. These trains leave Buffalo between 10 and 11 in the morning, and arrive at a place about two miles west of Cassadaga during the night time, where there is a high embankment, through which there are several "farm-openings," and where there is a bridge crossing the Erie Canal for the use of the railway. These farm-openings are used by farmers to pass from farm to farm without crossing over the rails; and the usual style in which they are built is to leave them open at the top, with merely two parallel beams, sufficient to place the rails for the road upon. There are no protection, such as a light, a barrier or covering, to warn or prevent persons from falling into the opening who may be upon the road. The grade of the road upon this embankment is quite high, and it was proved by drovers and others that when these heavily-laden cattle trains arrived in the night season at this spot, they frequently became "stalled," so that the engines could not move the train forward, and so had to "slack," and then go forward violently, and so jerk the train over this grade. At other times the engine could not even jerk the train over this place, and they were obliged to take one-half the train on to the next "switch," and then for the engine to return and take the rest on. These drovers are entitled to a pass, and sign a contract which is designed by the Company to absolve it from all the liabilities of common carriers for injuries that might be sustained by either man or beast.

As the commercial community must feel greatly interested in the decision of the principles in this case, we insert the contract and pass in full:

NEW-YORK CENTRAL RAILROAD,
BUFFALO STATION, June 5, 1858.

Memorandum of an agreement made and concluded this day, by and between the New-York Central Railroad Company of the first part, by their Station-Agent at the above-named station, and C. Lockwood of Stamford, Conn., of the second part, witnesseth: That, whereas, the said New-York Central Railroad Company transport cattle, horses, hogs, pigs, sheep, lambs, calves or other live stock only at first-class rates as per tariff, excepting in the following cases, viz: Where they transport them at a reduced rate on consideration of the owners or shippers assuming certain risks as specified below. Now, in consideration that the said railroad company will transport for me such live stock at the reduced rate of $70 per car-load or — cents per 100 pounds, the said C. Lockwood does hereby agree to take the risk of injuries which the animals or either of them may receive in consequence of any of them being wild, vicious, unruly, weak, escaping or maiming themselves or each other, or from delays, or in consequence of heat, suffocation or other ill effects of being crowded either upon the cars of the company, or on account of being injured by the burning of hay, straw or other material used by the owner for feeding the stock or otherwise, and for any damage occasioned thereby, and also all risk of any loss or damage to which they be exposed by delay in such transportation—it being understood that, previous to loading, the owners are required to examine the cars, and to take all risk against accidents that may happen in consequence of insecurity, if any there may be in the floor, frame or doors of the cars.

And it is further agreed that the said C. Lockwood is to load, tranship and unload said stock at his own risk, the said New-York Central Railroad Company furnishing the men and delivery to assist. And it is further agreed between the parties hereto that the persons riding free to take charge of the stock do so at their own risk of personal injury, from whatever cause.

And this agreement further witnesseth: That the said C. Lockwood has this day delivered to said railroad company two car-loads of cattle, to be transported to West Albany on the conditions above expressed.

E. CLARK, JR., Station-Agent.
CHAS. LOCKWOOD.

New-York Central Railroad,
Stock Drovers' Pass,
June 5, 1858.

Good only on Stock Train to Albany of this date.

I testify that the bearer, C. Lockwood, has shipped on behalf of himself the quantity of stock which entitles him to pass free to West Albany.

The conductors of the train on which this stock is carried will therefore pass the bearer to West Albany, taking up this pass before arriving at the place of destination. The acceptance of this pass is to be considered a waiver of all claims for personal damages and injuries received when on the above train.

E. CLARK, jr., Station Agent.

On the morning of the 5th June, 1858, Mr. Lockwood signed a contract to the above effect and took the pass. The cattle-train, on which he and his cattle were, left Buffalo at about 10 o'clock a. m., and arrived at this embankment spoken of an hour after midnight on the 6th. The train, as is not uncommon, became "stalled," and then commenced the jerking process. After a little while one of the Company's men came into the caboose and said that cattle were down in the car, about the middle of the train. Lockwood was a stranger to this road, went out, as his agreement required him, to look after his cattle, and as he was passing along the road by the side of the train to where his cattle were, he fell through into this farm-opening, there being no light to warn him and no covering or cross-ties to protect him, and suffered such injuries as puts him beyond the hope of a full or efficient recovery. It was proved that two years before a servant of the Company had fallen into the same opening. He brought this action to recover $25,000 damages.

Truman Smith and George Shea appeared as counsel for Lockwood.

S. T. Fairchild and Horace F. Clark for the Company, who contended that Bissell's case in 25 New-York Reports, 442, and the New-York Company's case in 3 Wallace's (U. S.) Reports, declared it to be the law of this State and of the Federal Courts that a company could by such stipulations as exist in this case exempt themselves from liability in such cases as this.

The plaintiff's counsel contended that a company acting as common carriers owed a duty to the public which it could not by agreement absolve itself from; that this action was not predicated upon a breach of contract, but an omission of this duty by the defendant; that while the company might stipulate not to be held responsible for acts necessarily delegated to the charge of agents, yet it was against public policy to permit them to avoid by contract in limitation of their own liability, duties which, as bodies politic, the laws of their creation cast upon them in the nature of trusts, which could not be delegated nor omitted, nor neglected; and that such relieves as the Central Road in this case seeks to set up in defence, is no sort of protection against its liability at common law as a common carrier; that the company could have prevented this injury, because they were warned by the accident done to its servant at this spot some two years before; of the dangerous character of this uncovered opening, and that it was a grave omission of duty on the part of the company not to have sufficiently protected persons against the recurrence of such accidents.

Judge Smalley took the plaintiff's counsel's view of the case, and charged the jury that the contract or release in question was no protection to the company, and that the case of plaintiff stood as if no such release was made. That such contracts in limitation of the corporation's liability were null and void as against the policy of the State.

After a short retirement the jury found for the plaintiff $25,000 damages.

It is, of course, probable that the case will be taken up by appeal by the company to the Supreme Court at Washington. But the opinion of Judge Smalley and this heavy verdict is of great importance, as it affects all common carriers' liability at common law.

UNITED STATES DISTRICT COURT—Nov. 14.—Before Judge SHIPMAN.

SEAMEN'S WAGES CASE.

Auguste Meier et al. agt. The Steamer Western Metropolis.

The libelants (29 in number) shipped as seamen on the Western Metropolis for a voyage to Bremen and back. She was furnished with Manley's patent eccentric wheels or feathering bucket. A few days after leaving this port her wheels broke down in calm weather, compelling her to abandon the voyage and put back in distress. On her return to this port the crew were discharged. The libelants claim wages for the voyage. On the trial their counsel offered to show that these wheels were experimental, insufficient, and unseaworthy. The claimants' counsel offered to show the contrary. The Court held this point to be immaterial, as the mere fact of their discharge, without any fault on their part, entitled them to recover, and rendered a decree in their favor. Damages to be fixed by the Court.

John Lanktree for libelants; James K. Hill for claimants.

UNITED STATES COMMISSIONER'S OFFICE.—Nov. 14.—Before Commissioner OSBORN.

A LIVELY FIGHT AT SEA.

United States agt. Ann Ems.

This case, reported in yesterday's TRIBUNE, was resumed yesterday and the testimony for the prosecution finished. None of the witnesses of the scrimmage being able to swear that they saw a weapon in the hands of defendant, her counsel moved for a dismissal of the complaint, which the Commissioner refused. The case was then adjourned to this morning, when evidence will be given for the defense.

SUPREME COURT—CIRCUIT—Nov. 14.—Before Mr. Justice MULLEN.

A BOX OF GOLD.

Abijah P. Everett, Theodore Shillaber and James J. Jarvis agt. Cornelius K. Garrison and John Fretz.

The complaint in this case recites that about the 26th of October, 1850, the defendants at Panama obtained possession from Messrs. Zachrisson, Nelson & Co. a box of placer gold, containing 625 ounces, the property of plaintiffs, worth $11,500, and kept it for their own use to plaintiffs' damage.

The defense make two answers: The first a general denial; the second is supplemental, and for a separate defense avers that prior to the commencement of the action the plaintiffs for a valuable consideration assigned to Joseph Hames all their claim and demand against defendants for the alleged unlawful seizure and conversion of this gold, which claim and demand was assigned by Hames for a valuable consideration to James Lees, and that since the commencement of this action on the 26th of August, 1856, Lees released the defendants for a consideration from this claim and demand, and from all actions, claims, &c., that Lees could or should have against them on account of them.

Mr. Larocque in opening the case for plaintiffs, said that plaintiffs at the time of the difficulty were a firm doing business in San Francisco, and defendants were doing business at Panama; that the cause had been so long pending, mainly for the reason that defendants not being in this city could not be served with a summons; that plaintiffs were agents of lines of steamers running between San Francisco and Panama, Chagres, and New-York, and had agents in this city—J. Howard & Son; that defendants were bankers and merchants in Panama; that plaintiffs shipped by the steamer Sands, for New-York, a box of gold, which was to have been landed at Panama, sent across the Isthmus to Chagres, and reshipped on the Crescent City for New-York; that defendants wrongfully took possession of this gold on its arrival at Panama; that the gold was consigned to plaintiff's agents on the Isthmus, Messrs. Folger & Hall; that it was to be delivered to them by the captain of the Sarah Sands; that these agents were to take possession of the gold for the purpose of transhipping it to Howard & Son in New-York; that the steamer arrived at Panama, between the 23d and 26th of October, 1850, and the box ought to have been delivered to Folger & Hall, to be delivered by them to the Crescent City, but defendants claiming to have some demand against Howard & Son the consignee, intercepted the gold and took possession of it to satisfy this alleged claim; that defendants went to the Governor of New-Grenada and obtained an order for the arrest and seizure of the gold; that this order was served upon the captain of the Sarah Sands, and the firm of Lachrisson, Nielson & Co., at 2 o'clock at night; that the captain being embarrassed about the matter consulted various influential parties in Panama, and acting under their advice he placed the gold in the care of Lachrisson, Nelson & Co., agents of Howland & Aspinwall, and took their receipt for it, with the understanding that the gold should only be delivered by his (the captain's) order; that the captain was obliged to leave Panama, and when leaving, left the gold in the hands of Lachrisson, Nelson & Co.; that defendants obtained it from the latter firm in some way, in despite of this demurrer, and when so obtained, was appropriated by defendants to satisfy their alleged claim on Howard & Son.

Mr. Larocque then said that the defense had first put in an answer of general denial, but afterward, becoming afraid of making such an answer, had asked and obtained leave to put in a supplementary answer, as a new defense. Mr. Larocque then contended that the filing of the supplementary answer was a waiver of the previous defense, and that the supplemental answer was the true issue in the case, and continued: This firm of shippers (the plaintiffs) were dissolved, and by the terms of that dissolution Mr. James was intrusted with winding up its affairs. Mr. Shillaber, another of the firm, became disgusted, and after dissolution, borrowed sums of money from Mr. Joseph Hawes, and for the purpose of securing these sums of money he executed an assignment to Mr. Hawes of his claims on defendants as a member of the firm. Defendants found this out, and got this paper transferred to an agent of theirs in New-York, for a consideration of $1. It was then transferred, in a similar manner, to defendants.

Mr. Larocque then contended that after this dissolution no one member of the firm could transfer the rights of the firm, and that Mr. James was the only person who had a legitimate right to wind up the affairs of the company, and in any event Shillaber could not transfer the rights or claims of the company for his private individual benefit, and therefore contended that the supplementary answer contained no valid defense, and that the transactions of defendants with Howard & Son, outside of their answer, had nothing to do with this case, and said plaintiffs claimed to recover the highest value of the gold from the time it came in possession to the present time, with interest.

Mr. Cram, for the defense, said that this gold was sent by plaintiffs, as agents of Howard & Son, to be received by Howard & Son; that Mr. Garrison, one of the defendants, expended $40,000 to save thousands of unfortunate passengers by these steamship lines from starvation on the Isthmus; that Folger & Hall, the agents of Howard & Son, accepted this transaction as the act of Howard & Son, but that the latter firm repudiated it, and that this suit is brought by plaintiffs as the owners of this gold, when in fact Howard & Son were the real owners.

Mr. Larocque contended that this defense could not be allowed, it being altogether different from either of the answers of the defendants, and that the case must be, or should be tried on the supplemental answer.

The defense placed Mr. Garrison on the stand to testify in support of Mr. Cram's theory of the defense, to which Mr. Larocque objected. Argument between counsel followed in relation to this point. The hour of adjournment having arrived, the Court stated that it would hold the question of the admissibility of Mr. Garrison's testimony under advisement, and would decide this morning.

Before Mr. Justice JOSEPH F. BARNARD.

Leonard Appleby agt. The Astor Fire Insurance Company.

This case has been tried and reported before, and is in all respects similar to a case tried by the same plaintiff against The Firemen's Trust Insurance Company, which was reported last month. The defense of the insurance company is that the upper part of the building was used for the manufacture and painting and varnishing of chairs, thus causing an extra risk, of which they were not advised. The case is still on.

THE MILITARY ORGANIZATION OF THE STATE—THE DECISION OF THE COMMANDER-IN-CHIEF FINAL.

The People ex rel. Catlin agt. Farrar.

In this case, reported yesterday in our columns, the court has rendered a decision in favor of the defendant, holding that the decision of the Governor as Commander-in-Chief is final and that the courts cannot review it even collaterally. Mr. Fithian for plaintiff; Mr. John E. Burrill for defendant.

Before Mr. Justice SUTHERLAND.

AN ALLEGED DEFAULT IN A RAILROAD TREASURER'S ACCOUNTS.

The Washington, Alexandria and Georgetown Railroad Co. agt. Leonard Huyck.

This was a motion to discharge an order of arrest obtained on a complaint and affidavits setting out that the defendant, as treasurer of the road, had received some $30,000 of the receipts of the road; and had appropriated some $13,000 to his own use, failing to account to the Company properly.

The affidavits on which the motion to discharge is made admits the receipt by the defendant, who was the President of the Merchants' National Bank of Washington, but claims that so far from appropriating any of the funds, he has expended on behalf of the Company, and under the direction of the plaintiff, some $40,000, being nearly $10,000 more than he received. He further said that his action is approved by the holders of seven tenths of the stock. The Court took the papers and reserved its decision.

Mr. John E. Burrill for plaintiff; Mr. Crosby for defendant.

DECISIONS.

Henrietta Bolles agt. John H. Bolles et al.—Report confirmed and order granted for payment of money.

James Crowley agt. Jane D. Crowley.—Report of referee confirmed, and judgment of divorce granted. Custody of children given to plaintiff.

The People, ex rel. Arthur Atmutz, agt. The Hudson River Railroad Company; Libertus Van Boppelar agt. William R. Van Boppelar, &c.—Motions granted.

Ellen E. Young agt. Hugh Young.—Report confirmed, and judgment of separation ordered from bed and board.

In re Dorothy Ackland, a lunatic.—Order granted.

Amanda L. Worral agt. Norris Worral.—Report of referee confirmed, and judgment of divorce granted.

Lydia Prendergast, ex., agt. John Gavey et al.—Report confirmed and judgment ordered.

John Russell agt. Samuel C. Gallaher.—Motion granted, with $10 costs, to abide event of action, (order to be settled on notice).

B. C. Thayer agt. Albert Clark.—Motion denied, without costs.

John Russell agt. Samuel C. Gallaher.—Motion granted, with $10 costs, to abide event of action.

Same agt. Same.—Motion granted, on payment of $10 costs.

GENERAL TERM—BEFORE BARNARD, P. J. CLERKE and SUTHERLAND, J. J.

Ackroyd agt. Ackroyd.—Appeal dismissed with costs. Opinion by Sutherland, J.

Sayre agt. Fraser.—Appeal dismissed with costs. Opinion by Sutherland, J.

J. Ostley agt. Savin.—Order appealed from reversed, and order of arrest vacated with costs. Opinion by Sutherland, J.

Sebley agt. Nichols.—Taxation affirmed. Opinion by Sutherland J.

Cartwright agt. Greene et al. Plaintiffs entitled to judgment with costs where the amendment is made as agreed by stipulation. Opinion by Sutherland, J.

Post agt. Post.—Order of special term reversed. Opinions by Clerke and Sutherland J. J., Barnard J. dissenting.

Waterbury et al. agt. The New York and Harlem Railway Co. et al.—Order reversed with costs. Opinion by Sutherland, J., Clerke, J., dissenting.

The People agt. Morling.—Judgment of the Court below affirmed. Opinions by Clerke and Barnard, J. J.

Manhattan Gas Light Co. agt. The Commissioner of Taxes.—Order affirmed with costs. Opinion by Barnard, J.

Nash agt. Webster et al.—Judgment affirmed with costs. Opinion by Barnard, J.

Middleton agt. Bridgeye.—Orders affirmed. Barnard, J., dissenting.

Before Justices BARNARD, CLERKE and SUTHERLAND.

The People agt. The Board of Education.—Order affirmed with costs. Opinion by Judge Clerke.

Allen agt. Borum.—Defendant entitled to judgment on the verdict, with costs. Opinion by Judge Clerke.

Brush agt. Lee.—Order affirmed with costs. Opinion by Judge Clerke; Sutherland dissenting.

Stilwell agt. Meigs.—Judgment affirmed with costs. Opinion by Judges Clerke and Sutherland.

In re Thomas M. North, an attorney.—Order affirmed with costs. Opinion by Judge Clerke. Judge Barnard dissenting.

Before Judges BARNARD, DAVIS and SUTHERLAND.

Tyler agt. Gould.—Plaintiff entitled to judgment with costs. Opinion by Judge Sutherland.

McKay agt. Mudgett.—Judgment reserved and new trial ordered as to defendant McMorris, and affirmed as to defendant Mudgett.

Before Judges CLERKE, MULLIN and SUTHERLAND.

Bright agt. Judson.—Judgment reserved and new trial ordered. Costs to abide the event of the action. Opinion by Judges Mullin and Clerke.

Curran agt. Warren Chemical and Manufacturing Company.—Judgment reserved, new trial ordered; costs to abide event of action. Opinion by Judge Mullin. Judge Clerke dissenting.

SPECIAL TERM—Before Mr. Justice POTTER.

AN ALLEGED NUISANCE.

Charlotte Hirsch agt. Thomas S. Olline.

This case, published in yesterday's TRIBUNE, was resumed yesterday. A motion made by counsel for defendant to dismiss the complaint on account of its frivolity was denied, and considerable evidence taken in relation to the nature of defendant's business. The evidence was quite contradictory, some of the witnesses testifying that the stench, heat and noise from defendant's bakery were intolerable, and others that these things were not perceptible. Case still on.

DECISIONS.

Before Justice POTTER.

Babcock agt. Relkon.—Judgment for plaintiff absolute. Dwight agt. The Northern Indiana Railroad Company.—Exceptions to report of referee dissolved.

SUPERIOR COURT—TRIAL TERM.—Nov. 14. Before Justice JONES.

A SLANDER CASE—CURIOUS PLEADING.

Timothy McDonald agt. James Kelly.

The defendant and plaintiff in this case occupied the same premises, there being a rag store below and the defendant dwelling above. The house was burned, and the defendant not being insured, lost heavily, while the plaintiff being insured, suffered little. In the first heat, while the fire was still burning, the defendant, as the plaintiff alleges, charged him with firing the house, in the presence of quite a number of persons.

For this charge the plaintiff asks damages from the jury. The defendant's answer does not positively deny the words charged, but denies intending to injure or hurt the plaintiff. Considerable discrepancies occurred, as is usual in such cases, in the testimony.

The jury rendered a verdict for the plaintiff for $400, the Court giving in addition five per cent.

Ira D. Warren for plaintiff; Mr. Byrne. Mr. Harrington and Mr. O'Brien for defendant.

A NICE QUESTION OF PRACTICE—AMENDING PLEADINGS ON TRIAL.

Christian Bruns agt. Patrick Rourk.

This action was brought for a breach of contract to sell the premises No. 725 Third-ave. for $16,000, on which $100 had been paid. The answer was simply a general denial. It appeared from the evidence so far as given that the contract was signed by a broker on behalf of Rourk, and on cross-examination the broker was asked whether Rourk was not under the influence of liquor when he authorized the broker to sign. The plaintiff's counsel objected, that no testimony of neutrality in the defendant could be introduced under the general issue. The Court, after some discussion, ruled, in accordance with this view.

The defendant then asked leave to amend the answer on the spot, so as to admit such evidence. The Court, however, held that the power to amend a pleading on the trial did not include an amendment introducing an entirely new cause of action or defense, but permitted the defendant to withdraw a juror on paying the costs of the term and witness fees, to enable him to make a motion at Special Term and amend his answer.

John S. Washburne for plaintiff; Mr. Fullerton for defendant.

SPECIAL TERM.—Before Chief Justice ROBERTSON.

DECISIONS.

John C. Walkenshaw agt. John C. Perrel.—The motion to continue injunction denied, with $10 costs, without prejudice to receiver, &c.

[Before Justice Monell.]

Wm. Fettritch agt. Richard Sutton.—Motion for payment of money deposited with County Clerk denied.

Thos. D. Taylor agt. John E. King et al.—Motion to strike out parts of answer granted, with $10 costs.

Leopold Peck et al. agt. Julius Neghbener.—Default opened on payment of $10 costs within two days, and case set down for first Wednesday in December. In default of said payment, motion denied, with $10 costs.

Laura Keene agt. John S. Clarke.—Motion granted.

Stephen D. Dillaye agt. Wm. Loeschigk et al.—Fred. Bender agt. Albert Comstock.—Motions granted.

Before Justice JONES.

In re Austin Baldwin, for non-attendance as a juror in April, 1866.—On affidavit of juror being over 60 years of age, &c., the fine—$100 for four days non-attendance in April, 1866—is hereby remitted and revoked.

MARINE COURT.—Nov. 14.—Before Judge ALKER.

AN ACTION FOR RENT.

Geo. M. Chapman agt. Doty & McFarlane.

This was a suit brought for rent for premises leased to the New-York Silk Company, for which the plaintiff claimed to have a lien upon the machinery of the Company. Upon motion of Counsel for the defense the Court dismissed the complaint on the ground that the contract appeared to have been signed only by the Treasurer of the Company, whereas the By-laws of the Company require such contracts to be signed by both President and Treasurer, the Treasurer having no authority to make such a contract alone.

COURT OF COMMON PLEAS—Nov. 14.—Before Judge CARDOZA.

HOW AT A PAWNBROKER'S SALE.

Hamilton Shipman agt. Henry Regna.

The complaint in this case sets forth that the plaintiff went into the pawnbroker shop, No. 38 Bowery, for the purpose of attending a sale of jewelry. While there a gold bracelet was knocked down to one of the crowd and the auctioneer inquired what price had been bid. The plaintiff supplied the desired information, when as he alleges the defendant came from behind the counter and second him of interfering with his business and forthwith commenced butting him with his head. Having amused himself thus for some time the plaintiff alleges that defendant drew a pistol on him. The defendant denies the assault, and alleges that the defendant was interfering with the sale. Jury out. D. C. Briggs for plaintiff; F. H. B. Bryan for defendant.

CHAMBERS.—Before Judge DALY.

CONFLICT BETWEEN MILITARY AND CIVIL AUTHORITIES.

The facts of this case, as appear by the affidavits, are, that one George Reilly, who is a minor and an indentured apprentice, enlisted in the United States Army without the consent of his master. The master a few days ago obtained a writ of habeas corpus from Judge Brady to regain the custody of his apprentice. The writ was duly served on Gen. Butterfield, who returned it, denying the jurisdiction of the Court. The case was before Judge Daly yesterday on motion for an attachment against Gen. Butterfield for contempt of court. The Court took the papers and reserved its decision.

Lewis Johnson for petitioner.

GENERAL TERM—Before Justices DALY and BRADY.

IMPORTANT TO DISTRICT COURT PRACTITIONERS.

William Florence, jr., appellant, agt. Charles Johnson and another, respondents.

On the 24th day of August, 1865, the defendant was arrested by virtue of a warrant issued by Mr. Justice Bull, on affidavits of the respondents. On being taken to the Court-room the defendant, by his counsel, C. A. Henriques, moved, before issue joined, to vacate the order of arrest, on the ground of insufficiency of the affidavits. The motion being denied, the defendant moved to introduce counter affidavits, which was refused. Judgment was then entered and an execution thereon issued against the defendant's person. On appeal to the General Term of the Court of Common Pleas the judgment entered below was reversed, on the ground that the defendant had a right to introduce counter affidavits denying the falsity of representations set forth in the affidavits on which arrest was granted.

David McAdam for respondents; C. A. Henriques for appellants.

SPECIAL TERM—Before Judge BRADY.

DECISIONS.

Bogart agt. Bogart.—Alimony $10 per week, and $50 counsel fee.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CIRCUIT—Part 1.—Held by J. F. BARNARD, J. Court opens at 10 o'clock a. m.—Nos. 1441, the Oswego Starch Factory, agt. Rodriguez; 2391, Cozzolio agt. the Phil. S. Prop. Co.; 67, The First National Bank agt. Patterson et al.; 2287, Holmes agt. Heath et al.; 2525, Beckstein et al. agt. Matthews; 879, Nichols agt. Kelly, Sheriff; 565, Hartley agt. James et al.; 2155, Weaver agt. First National Bank of New-Orleans; 2069, Coughlan agt. Second-ave. R. R. Co.; 2403, Yeomans, jr., agt. Pacific Fire Ins. Co.; 1985, Hutchinson agt. Allen, et al.; 1836, Lasell agt. Chandler et al.; 1857, Lane agt. Halstead et al.; 1848, Same agt. Crocker; 1889, Same agt. Crocker, et al.; 567, Marsiglia et al. agt. The Camden and Amboy Railroad Company; 1969, Bryant agt. Hessel; 2361, Wyman agt. Birch; 1371, Hoffman agt. Hoffman. PART II.—Held by MULLEN, J. Court opens at 10 o'clock a. m. Held at No. 32 Chambers-st.—Nos. 4153, Day et al. agt. Gaw; 2056, McDuff et al. agt. Bleecker et al. and F. F. R. R. Co.; 994, Britton et al. agt. Firzet, et al.; 1239, Herrenkild agt. Tapscott; 1620, Christie agt. Haskell; 1970, Peterson agt. Long; 2349, Allen et al. agt. Kennedy; 384, Anglin et al. agt. Gennpert; 1630, Ridgway agt. Azen; 2722, H. C. P. Co. agt. Am. Ins. Co.; 1960, Richard et al. agt. Smith; 1956, Burton agt. Hawkins; 1126, Sturgis et al. agt. Roberts; 1356, Farley agt. The Mayor, &c., of New-York; 1172, Ryder agt. The Commonwealth Fire Insurance Company; 212, Wright agt. Lynch, Sheriff, &c.; 171, Gelpecke et al. agt. Quintell; 1396, May et al. agt. Walker; 1389, Hotchkiss agt. The Northern Light Oil Company. SPECIAL TERM—Held by POTTER, J., at No. 12 Chambers-st.—Court opens at 10 o'clock a. m.—Issues of law and fact.—Nos. 163, Marvin agt. Hoffman; 195, Ellis agt. Wood et al.; 177, Martins agt. Pight; 212, The Union Bank of New-York agt. Hunt et al.; 241, Burton agt. Smith; 162, Hart agt. Wood et al.; 223, Speyer agt. Colgate et al.; 223, Vaughen agt. Rice, et al.; 224, Whitney agt. Townsend; 225, McDermott agt. McDermott et al.; 227, Banson agt. Sneden; 228, Wilson et al. agt. Gillender; 230, Waterbury agt. Woodhouse et al.; 231, Harper et al. agt. The N. Y. & L. P. Co.; 232, Moffat agt. Millard et al.; 233, Seldon agt. Armour; 234, Hunt et al. agt. Sanger et al.; 235, Koch agt. Schooley; 236, Demey agt. Smith; 237, Walker agt. Albertson et al.; 238, Palen, receiver, agt. Bushnell et al. GENERAL TERM—Held by BARNARD, P. J., CLERKE and INGRAHAM, J. J.—Court opens at 10½ o'clock a. m.—Enumerated Calendar.—Nos. 23, Thayer agt. Clark; 29, Hoyt agt. Cattlestall; 44, Gandy agt. Brown; 121, Bennett agt. Coffin; 47, Thrall agt. Kane; 48, Hey agt. Smith; 49, McCombie, Sloane et al. agt. Vanko; 87, Spoder; 90, Kroper agt. Oechs; 91, Same agt. Same; 92, Van Wyck; 93, Morgan agt. Peabody et al.; 94, Williams, &c., agt. Mussham et al.; 95, Ackroyd agt. Ackroyd; 96, Spofford agt. Leland; 97, Mackey agt. Mildrett; CHAMBERS—Held by SUTHERLAND, J.—Court opens at 10 o'clock a. m. Reserved causes.—Nos. 1, Bennett agt. Bennett; 121, Churchman agt. Great Western Insurance Co.; 131, Ogden agt. Ogden; 136, Eisenberg agt. Wheeler; 141, Groom agt. Barker et al. General call is No. 143, Barth agt. Barth. SUPERIOR COURT—Part I.—Held by BARGOUR, J.—Court opens at 11 o'clock, a. m.—Nos. 2241, Wakeman agt. Gowdy; 1352, Latabe agt. the Comp. Gen. Trans.; 2367, McIntyre agt. Dayton; 2591, Schmidt agt. Hosforth; 2771, Casey agt. The Mayor, &c.; 2173, Bruce agt. Taylor et al.; 2873, Rier agt. Dexter; 2849, Cuting agt. Lee et al.; 2051, Archer agt. The Hudson River Railroad Co.; 1561, Comins agt. The Mayor; 2081, Rice agt. Spear; 2023, Hazlett et al. agt. Gill; 2345, Saimes agt. Graham; 2531, Miller agt. Mobrand; 2366, Whittemore agt. Levy. PART II.—Held by JONES, J.—Court opens at 11 o'clock a. m.—Nos. 2469, Unger agt. Van Riper; 2276, Rusk et al. agt. Fitzgerald; 2316, Tillotson agt. Hull; 2327, Herman, Bankrupt, agt. Yillinick; 2395, Kimbel agt. The Mayor, &c.; 2734, Mooney agt. The Second-ave. Railroad Company; 2766, Moulton agt. Conway; 2890, Davis agt. Hendel et al.; 2978, Porter agt. Hall; 2984, Lynn agt. Kelly, Sheriff; 2994, Doyle agt. Hickok; 2944, Sternbaldt agt. Friedlander; 2982, Herkner et al. agt. Boecher et al.; 2910, Hazet, &c., agt. Conlon, &c.; 2960, Ross agt. Smith.

COURT OF COMMON PLEAS—PART I—Held by BRADY, J.—Court opens at 11 o'clock a. m.—Nos. 1336, Waterbury agt. Sulman; 1541, Van Dyke agt. Mott; 1615, Ferris agt. Ferris; 1654, Foote agt. Burnham; 1716, Michael agt. Butterby; 1717, Davis agt. Stern; 1726, Meares et al. agt. Berger; 1851, Flynn agt. The Ninth-ave. R. R. Co.; 1883, Hamon agt. Keyes; 1953, Birkett agt. Loredon; 652, Abernethy agt. Bird; 1652, Anderson agt. Ritch; 1800, McIntyre agt. Waters; 1922, Carroll agt. Stokes; 1936, Moran agt. The Phenix Bank of New-York. PART II.—Held by CARDOZA, J.—Court opens at 11 o'clock a. m.—Nos. 1663, Scheff agt. Lopez; 1734, Amsen agt. Cherubini; 1879, Thompson agt. Godfrey; 1937, Henn agt. Levy; 1939, Winthrop agt. Wray; 1919, Foote agt. Loomis et al.; 1811, Shaw agt. Gurney; 1812, Keogh agt. Comack; 1826, Same et al. agt. Hermesey; 1815, Masterson agt. Kehoe; 1826, Borg agt. Cardozo; 1861, Same agt. Same; Gregg; 1827, Green agt. Carr; 1877, Irwin, &c., agt. O'Reilly; 1824, Frink agt. Lactger.

MARINE COURT—TRIAL TERM—Held by ALKER, J.—Calendar called at 10 a. m.—Nos. 47, Peck agt. Miller; 49, Courtney agt. Johnson; 93, Pope agt. Seely; 98, Brophy agt. Meyers; 102, Moulton agt. Cheniun; 105, Farrell agt. Austin; 104, Zeigler agt. Sickl; 105, Leffertz agt. Spencer; 106, Morrison agt. Moss; 107, Berrisle agt. Daly; 108, Blondean agt. Schenck; 109, Same agt. Same; 110, Rooney agt. Geisler; 111, Sollert agt. Charlton; 112, Dreyes agt. Lent; 113, Lent agt. Alexander; 114, Dolan agt. Mooney; 115, Van ant. Bixby; 116, Biddle agt. Bixby; 117, [illegible] agt. The N. Y. & R. S. Co.

CRIMINAL COURTS.

COURT OF GENERAL SESSIONS.

[Before Judge Russel.]

Besid the trial of O'Brien for murder in this Court on Tuesday the following cases were disposed of:

CONVICTED OF ROBBERY.—Judge Russel charged the jury in the case of McGrory and Tighe, two boys, who were tried for robbery in the first degree, and they retired to find a verdict. After being absent a short time they were called back to listen to the testimony of officer Richard Kinnehan, who was not among the witnesses of the previous day. He stated that neither of the prisoners were the persons he chased after the robbery. The jury brought in a verdict of "guilty," and the prisoners were remanded till Friday for sentence.

SENTENCES.—John Schumn, a boy, pleaded guilty to an attempt at grand larceny in stealing 36 knives, worth $125 apiece, from Eugene Bissell, on the 15th of September. He was sent to the House of Refuge.

Mary Thomas and Mary Smith, both colored, pleaded guilty to an attempt at grand larceny in stealing ladies' clothing, valued at $62, from Charles D. Irons.

Mary Thomas was sentenced to the State Prison for two years, and Mary Smith to the Penitentiary for one year.

Peter Gough, a boy, pleaded guilty to grand larceny in having stolen a chalice and plate valued at $20 from the St. James Catholic Church on the 1st of November. He was sent to the House of Refuge.

Hannah Jackson pleaded guilty to grand larceny in stealing from Helen Langley a pocket-book containing $100 on the 29th of October. She was sentenced to the State Prison for two years.

COURT OF SPECIAL SESSIONS.

[Before Justice Dowling.]

SNATCHING A POCKETBOOK.—Many ladies, and many more school-girls, are in the habit of carrying in the hand a purse or porte monnaie, in which their funds are carefully beswed, in place of carefully putting away the valuable pocketbook in some more secret and secure place, whence it might be drawn whenever required for immediate use. This fashion of carrying money so exposed in the hand has provoked many a "snatch robbery" in our most public streets, which the thief would never have contemplated had not the prize been so temptingly displayed before his eyes. Ladies who ride in cars or stages, and who carry their money in this public manner, are not nearly so liable to robbery as are school-girls or young ladies who are walking through the streets, in search, perhaps, of an unusually "cheap" store. In the case of a lady seated in a public vehicle who should undertake the "snatch" game might indeed succeed in securing for the instant the purse, but would almost certainly be apprehended before he could leave the carriage, were it filled with honest persons, and not with "pals" of the robber himself. On the contrary, the "snatch" thief in the street, having once got the coveted purse or pocket-book in his hand, can usually, with great ease, succeed in vanishing round the nearest corner and getting clear off before the bewildered girl has recovered her senses. We say "girl" for the reason that no boy, bigger than a mere child, was ever known to carry his money in his hand while he could boast any sort of a pocket.

Miss Theresa Smallwood, a well-dressed, modest-looking and lady-like girl of about 15, came into Court to complain that a young boy named George Smith had, in company with another boy, stolen her pocket-book, which had contained at the time of the theft about $4 in currency. The girl, who was of an intelligent and elegant appearance, some too frequent in Criminal Courts, told her story in the most plain, straightforward manner. She said she was quietly walking through Thirteenth-st. with her pocket-book in her hand when she saw a number of boys there playing ball. Suddenly one of these boys left his party, came toward her, snatched from her hand her pocket-book with the money. This boy at once handed it to another boy, and between the two the money was taken, while the empty book was at last returned to the girl. The prisoner was found guilty, and sentence was suspended.

CHARGES OF ILLEGAL—VOTING No. 1.—William Millbrook was charged by Policeman Henry Cassidy with illegally voting in the IXth District of the Sixteenth Ward. He was challenged by the officer, on the ground that he did not live at the place which, when he had registered his name, he had given as his place of residence. He gave the house No. 132 Tenth-ave.