CIVIL COURTS.

UNITED STATES COMMISSIONER'S OFFICE.—Nov. 28.
Before Commissioner OSBORN.
CIGAR MAKERS IN TROUBLE.
United States agt. Ira Barber and Thomas Haggett.

The accused are charged with manufacturing cigars without paying the licence required by law.

Joseph Bell, U. S. Assistant-District-Attorney, appeared for the Government; Mr. Charles Donohue for the accused.

The following is the testimony:

Abraham Ticknor—Know Barber, and have seen Haggett; am cigar inspector for the Thirty-second district of New-York; Mr. Barber is a cigar manufacturer; can't say that Mr. Haggett is; Barber does his business at No. 348 Pearl-st.; he has been in business there two or three years; the sign up is "Barber & Co.;" don't know who the "Co." is; was in the office of Barber & Co. last October; supposed Barber was in business; Barber came to me, and wanted me to come and stamp some cigars; about three months ago I saw some ladies at work in Barber & Co.'s place.

Cross-examined by Mr. Donohue—Don't know who employed the ladies; there are now two patent machines for making cigars.

Re-direct—Stamped 5,000 cigars for Barber about eight months ago; that was at the time I saw the ladies at work; I stamp cigars and make my report to the Assessor monthly, and the manufacturer pays the tax to the Collector.

Joshua J. Gascoigne—Am United States Assistant Assessor for the Thirty-second District; have seen the accused and understand they are manufacturers of cigars; the firm of Barber & Co.'s place of business is at No. 348 Pearl-st.; have been there; think it was in July; saw no manufacturing there; was in the office, not the factory; saw Barber and had conversation with him; asked him if he was manufacturing cigars, he said he had not commenced yet; have been introduced to Mr. Haggett as his partner on a former occasion; Mr. Barber introduced me; from the conversation I had the impression that they were not manufacturers at that time; have talked with Barber about a license in May, June and July, and at each conversation Barber said they were not manufacturing; Barber & Co. have never applied to me or my office for a license.

Cross-examined—Barber told me that he was interested in a patent machine, and that they were getting one up; my impression was that they were getting up the place to sell patent machines; the only manufacturing done was to exhibit the mode of using the machines, as Barber told me; no license has ever been issued to Barber & Co.; no application for one has ever been made.

David W. Baldwin—Am Cigar Inspector; know Barber & Haggett; have been in their place of business; was there about two weeks ago; inspected some cigars at that time; it was on the 17th inst.; inspected 15,000 cigars; inspected them in a room between the office and the manufactory; have been in a manufactory in the building No. 348 Pearl-st.; have seen cigars being made by machines; this was on the 24 day of October; inspected 10,000 cigars at that time; was there on the 30 of October; saw Mr. Barber there; and I think Mr. Haggett also; inspected 12,000 cigars on that day; Barber sent for me to come and inspect cigars.

The further examination was then adjourned to Saturday next at 12 m.

SUPREME COURT—CIRCUIT—Nov. 28.—Before Mr. Justice MULLEN.
A BREACH OF PROMISE CASE—CURIOUS DEFENSE—VERDICT FOR THE PLAINTIFF FOR $200.
Cornelia Wiggin agt. Wm. A. Russel.

The trial of this strange case was resumed yesterday.

Mr. Squires was called and testified that he was a partner of Mr. Cushing as to the commencement of the former suit brought by Miss Wiggin, and that he communicated the information to Mr. Russel.

Mrs. Lawlor A. Story testified that she knew both the parties to this suit, and that she had had a conversation with the plaintiff in which she admitted receiving money from Mr. Russel at Troy, but did not say what the money was given her for.

Wm. A. Russel, the defendant, was called and testified that he had several children at the time of his engagement to Miss Wiggin; is now married; has nine children; he never told the plaintiff he was worth $100,000; at that time he was worth $50,000; he did not know of the previous action till after the engagement; had known Miss Wiggin but six week when the engagement was formed, and broke it off when informed of the previous suit by Mr. Squires; she always denied the former suit; he had an interview with her in October, 1866; she asked him for an explanation of his marriage; he told her she knew the reason; she said she would not sue him, but asked him for a settlement; he gave her $50 and promised $150 more on the surrender of his letters, and she promised to surrender the letters, but had not done so.

To Mr. Bliss—The first I ever heard of the seduction case was from Mr. Squires; I never intended to fulfill my engagement after I received this information; the interview at Troy was at my request, and I went there to meet her.

A large number of the defendant's letters to the plaintiff were here offered for identification to the defendant and admitted.

Witness continues—I opened the correspondence with Miss Wiggin.

The defense then rested.

It was then admitted that the defendant in the former suit was present in Court, and would testify that there was no foundation for that suit, and that he knew nothing that was derogatory to Miss Wiggin's character.

A letter of May 7, 1859, was read to show that at that time the defendant had heard matters derogatory to her character, and in it charges her with having lived a life a shame; also letters of May 11, and subsequent letters, to show that notwithstanding his discovery he still maintained the engagement. These letters contain the strongest expressions of affection. Those read were of October 11 and 30, August 11, July 18, December 13 and 28, and others of other dates.

The plaintiff was then recalled, and testified that she never authorized Mr. Cushing to bring the suit brought by him, and never heard of it till now; she signed a paper to exonerate the gentleman charged in that suit; she also signed a receipt; Mr. Cushing told her that this gentleman wished her to sign a paper exonerating him from all censure as some ugly stories had gone around about him; she had applied to Mr. Cushing to prevent this person from annoying her; this person had visited her in a religious capacity, and had made improper proposals to her and had threatened to follow her everywhere; she had taken legal steps to prevent any further annoyance; she herself had directed Mr. Russell to Mr. Cushing and Mr. Squires for information; she had called on Mr. Russell, in the Spring of 1859, to know why he had sent her such a letter as that of May 9; he said he regretted it, and had heard stories from a chance acquaintance which had annoyed him. The conversation with Miss Story was this: Miss Story had inquired about the circumstances, and she had told her that Mr. Russell had offered her $250 to give up the letters; that she had replied she had no letters for sale; the letters were endeared to her, and she would not part with them. She never asked Mr. Cushing not to reveal the fact of the first sent; never said anything to him about an amicable arrangement with Mr. Russell; the last time she called on Mr. Cushing was in 1860, to find out Mr. Squire's office; she never threatened Mr. Squires with a suit for slander; she did say to him that he had slandered her, and he said he had never done so; Mr. Russel, neither at the interview of February 24, nor at any interview prior to October, 1860, stated to her that he was unable to carry out his engagement; after May 9, 1859, he promised three times to marry her; he never paid her any money after the 24th of February, 1859.

To Mr. Marsh—My object in going to Mr. Cushing's office was to prevent the defendant from visiting me, or annoying me. I never had any suit against him; I don't know what he paid the $600 for, except to sign the paper exonerating him from any censure before his family; the paper was about the size of that paper in your hand; I don't know who drew that paper; I looked over it carefully; I had very little interest in it; I am not married now nor ever was; I knew the defendant in that suit was married, and had known so since I was 11 years old; I did not complain to Mr. Squires of a breach of professional confidence; I understood from defendant's letters that he was continually promising me to marry me; the three times I allude to are the times the marriage was fixed for, Nov., 1858, February, 1859, May, 1859; after that I expected every time he visited me that he would marry me.

To Mr. Bliss—Nothing criminal ever passed between me and the defendant in that other suit.

Mr. Bliss then read some other letters of the defendant, written in the usual passionate style of love-letter.

Mr. Russell recalled and testified that there never was a day set for the marriage, and that Miss Wiggin never told him that Cushing & Squires were her attorneys.

To Mr. Bliss—I am a lawyer.

Mr. Cushing recalled—Miss Wiggin brought me a letter from a Congressman stating that she was in trouble and requesting me to aid her professionally, and I did, as I always will.

Q. Did she employ you to bring this suit? A. Most emphatically she did, from the tip of her boots to the feather of her bonnet; she stated to me that she had been a teacher in a Sunday-school, and that she had been seduced under a promise of marriage by the defendant in that suit, naming times and occasions when he had taken her to assignation houses in a carriage and that this was not the first time that pious men had gone wrong with her; Mr. Cushing told her he would see her righted and had some discussion and negociation with the defendant and his attorneys, which resulted in a settlement on her giving a release drawn pretty strongly and his paying $800.

Mr. Squires recalled—I have heard the testimony of Miss Wiggin and Mr. Cushing; I have had interviews with Miss Wiggin in regard to this suit; I can't recollect what she said particularly, except that the defendant in that action had had criminal intercourse with her and had now abandoned her.

To Mr. Bliss—She told me frequently that he, the defendant, had had criminal intercourse with her.

The complaint in that suit set forth that the plaintiff had but recently discovered that the defendant was a married man.

Miss Wiggin recalled—I never made such statements to Mr Cushing or Mr. Squires; I am not positive that I ever was at an assignation house with the defendant in that matter; he suggested to me to change my boarding house to his sister's, and we stored in a carriage to go there; on the way he stopped at what he said was a poor woman's house that had furnished him with flowers; I did not like the looks of the house or the conversation that took place, and left it at once with him, and left him on the street and returned to my boarding-house.

This closed the testimony, and the case was then summed up by the counsel for the parties.

The Court charged that the fact of the promise and of its breach were admitted. If the case rested there, the only question would be the amount of damages. But the defendant introduced two defenses, one a settlement at Troy, in October, 1860, and on that evidence had been admitted. Under this it appeared that she had agreed to give up the letters on receipt of $150, but as she had declined to carry out that contract it was no defense. The other defense was that she was previously a lewd woman. Now, if that is true, she cannot recover. She cannot traffic as an honest woman if she be a lewd woman, one who has been seduced. If Mr. Cushing's testimony, as corroborated by Mr. Squires, is true, then she stands, as charged by herself, in the most solemn way with, and publishing, her want of chastity. The question is simply did she authorize it. If she did not, then she is not charged with it. That is a question for you to decide on the discrepancies of these witnesses. You have heard her story, that she wanted protection from the annoyances of that defendant. In what way that could be done I don't know. I don't know, you don't know, of any way in law, but it is not incredible that, in her ignorance of law she may have done so. But if she really did employ the attorneys for this purpose, then I charge you she cannot recover. The amount of damages is with you, taking into account the expense she was put to, and the aggravation of her feelings, that is, on the supposition that you find her to have been chaste. But there is another view. If the defendant, in view and with full knowledge of her alleged unchastity, renewed his promise, then she may recover. This new promise may be inferred from other circumstances than an actual promise. In case of a promise made, with full knowledge of the unchastity of the woman, such unchastity does not absolve him from his promise. But it may be taken into account by the jury in reducing the amount of her damages. You will take this case and bring in a verdict in accordance with these principles.

The jury rendered a verdict for the plaintiff for $200.

A STOCK TRANSACTION.
Lemuel Tyler agt. Wm. G. Ford.

The plaintiff deposited with the defendant as margin for a gold transaction $1,100. On that transaction he lost $160, and then entered on a new speculation. His story is this, that on the 15th of December he directed the defendants to buy 200 shares of Cumberland, telling them that it might go down a little but must rise soon, and on this they bought, promising to hold on for him. The defendants say he did order them to buy 200 shares of Cumberland, but promised to make his margin good up to 10 per cent, and that they told him if he did not they would sell out. That they waited for some time and then hunted for him, and were unable to find him. One of the defendants says he actually notified him he would sell, and at last on the 19th of February sold out his stock at a loss of about $1,100. The account rendered had the entry of a purchase on the 1st February as of the 15th December. Cumberland Coal has since then been as high as 79, and the plaintiff claiming that the defendants had no right to sell under their contract with him asks of them as damages the difference between the highest and lowest prices amounting to over $5,000.

The defendants on the other hand claim that under the contract as it really was, they were right in selling and have a counter-claim of $145; beside a set off of a note of the plaintiffs for $1,400.

The Court charged that under the plaintiff's showing the defendants must pay the difference between the highest and lowest prices of the shares of Cumberland, but could set off the note for $1,400; but that on the defendants' story they were entitled to a judgment for $145 and interest.

The jury rendered a verdict for the defendant of $165 25.

H. S. Bennett for plaintiff; Mr. Estes for defendant.

CHAMBERS—Before Justice SUTHERLAND.
DECISIONS.

In re the application of the President, &c., of the New World Fire Insurance Company.—Report confirmed and order granted.

In re the petition of Daniel McLeod et al.—Motion granted.

Frederick Evers agt. Adolph Adams.—Motion granted without costs to either party.

Benajah Leffingwell agt. Adolph E. Godefroy; in re the application of Wm. S. Ross for writ of mandamus agt. the Controller of New-York.—Motions denied with $10 costs.

Mary P. Hope agt. Thos. Hope; Eli M. Wood agt. Adela J. Wood.—Reports of referees confirmed and judgments of divorce granted.

COURT OF COMMON PLEAS—Nov. 28.—Before Judge CARDOZO.
DISPUTE BETWEEN PARTNERS.
Charles Doherty agt. Patrick Cuff.

This case, which has already been reported fully in our column, it will be remembered is one in which the plaintiff desires a perpetual injunction against his partner (the defendant) to prevent him from interfering with his business, which is that of a distiller in West Forty-fifth-st. The case was before Judge Daly a short time ago on a motion for a similar injunction, which was denied. The action before Judge Cardozo yesterday morning was not only for a perpetual injunction against the defendant, but also to compel an accounting.

Case still on.

Wm. H. Ingersoll for plaintiff; Frederick Smith for defendant.

CLERK'S OFFICE, Nov. 26.

The Clerk gives a notice that it will be necessary to remember the General Calendar of issues of fact after December term, 1866.

He notifies the bar that the cases on the Calendar will retain their relative positions thereon for the year 1867, and requests that notice be given of all cases that have been discontinued, settled, referred or otherwise disposed of, and not so marked on the Calendar. NATHANIEL JARVIS, jr., Clerk.

COURT CALENDARS—FOR FRIDAY.

SUPREME COURT—CIRCUIT.

PART I—Adjourned for the term. PART II—Held by MULLEN, J.—Court opens at 10 o'clock a. m.—Short causes.

Nos.	Nos.
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2524—Allison agt. Fuller.	3325—Field agt. Bennett.
2915—Brough agt. Thompson.	3324—Gallagher agt. Quinn.
3094—Bradley agt. Lewis.	4 25—Wolcott agt. Gibson.
4157—Atherton agt. Day.	3108—Bailey agt. Barker, jr.
2942—Clark agt. Leggett.	2831—Wayd agt. McCullough.
3473—Van Lem agt. Jonas.	4132—Allen agt. Dorlen.
2570—Turner agt. Hanson.	4313—Phillips agt. Vosburgh.
2362—Yeomer agt. Moody.	4119—Faber agt. Bergman.
3236—Archer agt. Shepherd.	3175—Darling agt. Gibson.
1413—Aberle agt. Beck.	3177—Same agt. Gibson.
3526—Sara. Co. Nat. B'k agt. Richardson.	3551—Redfield agt. Peters.
	3225—Staples agt. Harrington.
2769—Schriefer agt. Beaton.	2419—Morrison agt. Herwig.
4.56—Doherty agt. Mignault.	3579—Sadie agt. Napheizi.
3715—Lonan agt. Andrews.	2261—Horey agt. Bouddelin.
3.62—Hidden agt. Smith.	

SUPREME COURT—SPECIAL TERM.

Held by POTTER, J., at No. 73 Pine-st.—Adjourned for the term.

SUPREME COURT—CHAMBERS.

Held by SUTHERLAND, J.—Court opens at 10 o'clock a. m.—Call of the Calendar at 12 m.

Nos.	Nos.
55—Hilton agt. Niles.	86—In re Russell File Co.
64—Butler agt. Bingham.	91—Grench agt. Watjean.

General call commences at No. 121—Atlantic Mutual Insurance Co. agt. McLoon.

MARINE COURT—GENERAL TERM.

Calendar for Nov. 29 and Dec. 1.—Court held by ALKER, HEARNE and GROSS, J. J.—Court opens at 10 o'clock a. m.

Nos.	Nos.
1—Smith agt. Kneenfell.	17—Pitson agt. Capouet.
2—Robinson agt. Sweetwent.	18—Gross agt. Westoff.
3—Conerwood agt. Fabbie.	19—Tepping agt. Jacobs.
4—Gardner agt. Lechman.	20—Hoggett agt. Cockroft.
5—Shields agt. The Forty second-st. and Grand-st. R. R. Co.	21—Gispell agt. Harschin.
	22—Swift agt. Brown.
6—Pinning agt. Falk.	23—Hotchkiss agt. Mansel.
7—Gilger agt. Schlernberg.	24—Billing agt. McDonald.
8—Wie f agt. Proche, &c.	25—Phillips agt. Smith.
9—Wiest agt. Schernberg.	26—Wing agt. Kerr.
10—Bizy agt. Demot.	27—Barber agt. Gr'd R. R. R.R. Co.
11—Minthe agt. Glas.	28—Graves agt. Young.
12—Brickham agt. Brennan.	29—Coburn agt. Brown.
13—Nagout agt. Murphy.	30—Mooney agt. The H. R. R. R. Co. and L. I., N. and E. R. R. Co.
14—Verragen agt. Salomon.	
15—Ackroyd agt. Ackroyd.	
16—Gutten agt. Roberts.	

CRIMINAL COURTS.

COURT OF GENERAL SESSIONS.
[Before Judge Russel.]

A SERVANT GIRL SENTENCED.—Christina Schuster was placed at the criminal bar yesterday, charged with stealing various articles of ladies' wear to the value of $31. The indictment against her states that she became employed as a servant to Mrs. Clara Weil, living in Seventh-st., on the 20th of October, and decamped on the second day following with a part of the property of her mistress in her possession. She pleaded guilty to an attempt at grand larceny, and was sentenced to the State Prison for two years.

A RETURNED CONVICT.—Henry Miller, aged 18 years, was charged with stealing $50 in United States Treasury notes and National Bank bills. His offense was committed on the 16th of July, and soon after he was sent to the Penitentiary for another crime. He was released on the 31st of October, but only to be confined again to answer this charge. It was shown in the written testimony that he was employed by Raphael D. Davis, and was sent by him to the bank with a check representing $50, for which he drew the money, and then ran away with it. He pleaded guilty of an attempt at grand larceny of moneys, and was sentenced to the Penitentiary for one year.

SENTENCED FOR CARRYING A CONCEALED WEAPON.—Charles Munday, was charged with carrying a concealed weapon. Officer Alexander Wells of the 29th Precinct Police, found him on the evening of the 29th of October, in a liquor store in Nineteenth-st., with a dagger concealed inside his coat pocket, and which he threatened to use against a certain man in case he interfered with him. The officer states that the prisoner was arrested on a previous occasion for cutting one James Gallagher with a knife. The prisoner pleaded guilty on the indictment, and was sentenced to the State Prison for one year.

AN OLD FALSE PRETENDER CONVICTED.—Manuel Cortez, a Spaniard of small stature and remarkably cunning black eyes, was tried on the charge of obtaining money and goods by false representations. The prisoner is known to the police by the aliases of "Spanish Consul" and "Don Pedro," and has been often arrested for his sharp swindling operations, but he has heretofore escaped punishment in the absence of sufficient evidence to legally convict him. This last charge was prosecuted by Mr. Gunning S. Bedford, jr., Assistant District Attorney. Marx Cohen, a Chatham-st. clothier, testified that the defendant came to him on the 12th of October and represented himself as the owner of a schooner doing business at Havana, Cuba, and desiring to buy a quantity of ready-made clothing to send on there. On these representation, the defendant sold him goods to the value of $300, among which was a suit of clothes for himself worth $16, and also loaned him $8. He left with the borrowed money and the suit of clothes, and the defendant received a check drawn for the sum of $50 by G. Bell & Co. to the order of Cortez, who indorsed his name on the back. The deponent accepted the check as a security for the payment of the borrowed money and the suit of clothes and also for the rest of the purchased goods, which he promised to call and pay for on the next day. After he had left, the deponent ascertained that no such firm as that of G. Bell & Co. existed at No. 22 Broad-st., where he had been told it was to be found, and at the same time he discovered that the check was worthless. The jury returned a verdict of guilty, and the Court willingly scattered the offender to the State Prison for three years.

THE TOMBS POLICE COURT.
[Before Justice Dowling.]

THEFT OF A GOLD WATCH AND CHAIN.—Late on Tuesday night, Mr. D. L. Griffith, a resident of No. 112 Leonard-st., while passing up Greenwich-st., was met by one Christopher C. Gray, who very familiarly locked arms with him, although a perfect stranger, and commenced an animated conversation. Together they proceeded a few blocks, when suddenly Griffith felt a hand in his vest pocket, and immediately after Gray ran off. Missing his gold watch and chain, valued at $150, Griffith at once started in pursuit, and while running saw Gray hand something to a stranger, and then continue his flight. The fugitive was at length apprehended by Officer Burns, of the Fifth Precinct, and yesterday was taken before Justice Dowling at the Tombs Police Court. As Mr. Griffith was entering the court-room, a stranger handed to him the missing watch. The prisoner was arraigned before the magistrate, and on the complaint of Griffith was committed for trial in default of $2,000 bail. He is a native of this State, aged 31 years, and says he is a farmer, residing near Binghamton, Broome County, N. Y. He denies his guilt in the most emphatic terms, and claims that he is a case of mistaken identity.

AN ALLEGED PICKPOCKET.—While Mr. Alanson Vance of Morristown, N. J., but at present stopping at the Merchants' Hotel, in Courtlandt-st., was attempting, in company with a party of ladies and gentlemen, to enter a car at the corner of Prince and Crosby-sts., their progress was impeded by a gang of pickpockets, who had congregated upon the rear platform. As Mr. Vance was engaged in forcing his way through the crowd of thieves, he felt a hand in his pantaloons-pocket, and, on investigation, found that some one of the gang had stolen his wallet, containing $21. Mr. Vance seized a man who stood near him, and charged him with the theft. As he did so three men jumped from the car, and made their escape. The accused was given into the custody of an officer, and locked up for the night in the Fourteenth Precinct Station-House. He gave the name of William Farley. The missing wallet was not found, having been passed, most likely, to one of the thieves who made their escape. Yesterday the prisoner was taken before Justice Dowling, who at once recognized him as "Reddy, the Blacksmith," well known to the police as the associate of thieves. It is also stated that he has served one term in State Prison. He is now under indictment on a charge of being concerned in picking the pocket of a young man of $700, at a dog fight on the east side of the city several months since. The magistrate committed him for examination.

THEFT OF A HORSE AND WAGON.—On the 5th inst. Mr. Samuel W. Andrews, a resident of No. 157 West Forty-fourth-st., left his horse and wagon standing in Chambers-st. for a few minutes while he went into a store to transact some business. On his return he found that the establishment had been stolen, together with an overcoat which he had left in the vehicle. The entire property was valued at $700. Subsequently Mr. Andrews received information that it had been stolen by one Samuel Wark who had afterward fled to Philadelphia. Thither Mr. Andrews went, and a day or two since succeeded in finding the thief who confessed his guilt and professed his willingness to accompany the former to this city. Yesterday they arrived here, and on the complaint of Andrews Justice Dowling committed the prisoner for trial in default of $2,000 bail. Wark confessed that he had disposed of the stolen property to persons in this city and Philadelphia, and gave such information as will eventually lead to its recovery.

ESSEX MARKET POLICE COURT.
[Before Justice Shandley.]

BURGLARY.—Between 3 and 4 o'clock yesterday morning, three men, named Francis Winer, James Martin, and John Harper, forced an entrance into the tailoring establishment of Mr. Robert Kruger, No. 56 East Broadway, and attempted to steal therefrom $5,040 worth of cassimeres and silks. Winer was arrested in an alley beside the premises about the time of the occurrence; the other two who then escaped, were arrested subsequently. The three men were yesterday committed by Justice Shandley for examination.

COURT OF GENERAL SESSIONS.
[Before Judge Russel.]

LABORS OF THE NOVEMBER TERM.—The Court of General Sessions adjourned yesterday for the November term, which has occupied a sitting of 75 days. During that time between 70 and 80 criminal cases have been disposed of, 23 of which were trials; 57 sentences have been had; seven acquitted, seven discharges, and three remands. The most arduous and important trial was that of O'Brien, who was energetically prosecuted by Mr. Bedford, the Assistant District Attorney, for the murder of Kate Smith, his mistress, and who was convicted of the deed and sentenced to death. Terms of imprisonment have been imposed on prisoners ranging from six months in the Penitentiary to ten years in the State Prison, and a few juvenile offenders have been sent to the House of Refuge. The majority of the cases are comprised under the head of larceny offenses. Very few pickpockets came before the Court, but application of Wm. S. Ross for writ of mandamus agt. the Controller of New-York.—Motions denied with $10 costs.

Mary P. Hope agt. Thos. Hope; Eli M. Wood agt. Adela J. Wood.—Reports of referees confirmed and judgments of divorce granted.

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General call commences at No. 121—Atlantic Mutual Insurance Co. agt. McLoon.

MARINE COURT—GENERAL TERM.

Calendar for Nov. 29 and Dec. 1.—Court held by ALKER, HEARNE and GROSS, J. J.—Court opens at 10 o'clock a. m.

Nos.	Nos.
1—Smith agt. Kneenfell.	17—Pitson agt. Capouet.
2—Robinson agt. Sweetwent.	18—Gross agt. Westoff.
3—Conerwood agt. Fabbie.	19—Tepping agt. Jacobs.
4—Gardner agt. Lechman.	20—Hoggett agt. Cockroft.
5—Shields agt. The Forty second-st. and Grand-st. R. R. Co.	21—Gispell agt. Harschin.
	22—Swift agt. Brown.
6—Pinning agt. Falk.	23—Hotchkiss agt. Mansel.
7—Gilger agt. Schlernberg.	24—Billing agt. McDonald.
8—Wie f agt. Proche, &c.	25—Phillips agt. Smith.
9—Wiest agt. Schernberg.	26—Wing agt. Kerr.
10—Bizy agt. Demot.	27—Barber agt. Gr'd R. R. R.R. Co.
11—Minthe agt. Glas.	28—Graves agt. Young.
12—Brickham agt. Brennan.	29—Coburn agt. Brown.
13—Nagout agt. Murphy.	30—Mooney agt. The H. R. R. R. Co. and L. I., N. and E. R. R. Co.
14—Verragen agt. Salomon.	
15—Ackroyd agt. Ackroyd.	
16—Gutten agt. Roberts.	

CRIMINAL COURTS.

COURT OF GENERAL SESSIONS.
[Before Judge Russel.]

A SERVANT GIRL SENTENCED.—Christina Schuster was placed at the criminal bar yesterday, charged with stealing various articles of ladies' wear to the value of $31. The indictment against her states that she became employed as a servant to Mrs. Clara Weil, living in Seventh-st., on the 20th of October, and decamped on the second day following with a part of the property of her mistress in her possession. She pleaded guilty to an attempt at grand larceny, and was sentenced to the State Prison for two years.

A RETURNED CONVICT.—Henry Miller, aged 18 years, was charged with stealing $50 in United States Treasury notes and National Bank bills. His offense was committed on the 16th of July, and soon after he was sent to the Penitentiary for another crime. He was released on the 31st of October, but only to be confined again to answer this charge. It was shown in the written testimony that he was employed by Raphael D. Davis, and was sent by him to the bank with a check representing $50, for which he drew the money, and then ran away with it. He pleaded guilty of an attempt at grand larceny of moneys, and was sentenced to the Penitentiary for one year.

SENTENCED FOR CARRYING A CONCEALED WEAPON.—Charles Munday, was charged with carrying a concealed weapon. Officer Alexander Wells of the 29th Precinct Police, found him on the evening of the 29th of October, in a liquor store in Nineteenth-st., with a dagger concealed inside his coat pocket, and which he threatened to use against a certain man in case he interfered with him. The officer states that the prisoner was arrested on a previous occasion for cutting one James Gallagher with a knife. The prisoner pleaded guilty on the indictment, and was sentenced to the State Prison for one year.

AN OLD FALSE PRETENDER CONVICTED.—Manuel Cortez, a Spaniard of small stature and remarkably cunning black eyes, was tried on the charge of obtaining money and goods by false representations. The prisoner is known to the police by the aliases of "Spanish Consul" and "Don Pedro," and has been often arrested for his sharp swindling operations, but he has heretofore escaped punishment in the absence of sufficient evidence to legally convict him. This last charge was prosecuted by Mr. Gunning S. Bedford, jr., Assistant District Attorney. Marx Cohen, a Chatham-st. clothier, testified that the defendant came to him on the 12th of October and represented himself as the owner of a schooner doing business at Havana, Cuba, and desiring to buy a quantity of ready-made clothing to send on there. On these representation, the defendant sold him goods to the value of $300, among which was a suit of clothes for himself worth $16, and also loaned him $8. He left with the borrowed money and the suit of clothes, and the defendant received a check drawn for the sum of $50 by G. Bell & Co. to the order of Cortez, who indorsed his name on the back. The deponent accepted the check as a security for the payment of the borrowed money and the suit of clothes and also for the rest of the purchased goods, which he promised to call and pay for on the next day. After he had left, the deponent ascertained that no such firm as that of G. Bell & Co. existed at No. 22 Broad-st., where he had been told it was to be found, and at the same time he discovered that the check was worthless. The jury returned a verdict of guilty, and the Court willingly scattered the offender to the State Prison for three years.

THE TOMBS POLICE COURT.
[Before Justice Dowling.]

THEFT OF A GOLD WATCH AND CHAIN.—Late on Tuesday night, Mr. D. L. Griffith, a resident of No. 112 Leonard-st., while passing up Greenwich-st., was met by one Christopher C. Gray, who very familiarly locked arms with him, although a perfect stranger, and commenced an animated conversation. Together they proceeded a few blocks, when suddenly Griffith felt a hand in his vest pocket, and immediately after Gray ran off. Missing his gold watch and chain, valued at $150, Griffith at once started in pursuit, and while running saw Gray hand something to a stranger, and then continue his flight. The fugitive was at length apprehended by Officer Burns, of the Fifth Precinct, and yesterday was taken before Justice Dowling at the Tombs Police Court. As Mr. Griffith was entering the court-room, a stranger handed to him the missing watch. The prisoner was arraigned before the magistrate, and on the complaint of Griffith was committed for trial in default of $2,000 bail. He is a native of this State, aged 31 years, and says he is a farmer, residing near Binghamton, Broome County, N. Y. He denies his guilt in the most emphatic terms, and claims that he is a case of mistaken identity.

AN ALLEGED PICKPOCKET.—While Mr. Alanson Vance of Morristown, N. J., but at present stopping at the Merchants' Hotel, in Courtlandt-st., was attempting, in company with a party of ladies and gentlemen, to enter a car at the corner of Prince and Crosby-sts., their progress was impeded by a gang of pickpockets, who had congregated upon the rear platform. As Mr. Vance was engaged in forcing his way through the crowd of thieves, he felt a hand in his pantaloons-pocket, and, on investigation, found that some one of the gang had stolen his wallet, containing $21. Mr. Vance seized a man who stood near him, and charged him with the theft. As he did so three men jumped from the car, and made their escape. The accused was given into the custody of an officer, and locked up for the night in the Fourteenth Precinct Station-House. He gave the name of William Farley. The missing wallet was not found, having been passed, most likely, to one of the thieves who made their escape. Yesterday the prisoner was taken before Justice Dowling, who at once recognized him as "Reddy, the Blacksmith," well known to the police as the associate of thieves. It is also stated that he has served one term in State Prison. He is now under indictment on a charge of being concerned in picking the pocket of a young man of $700, at a dog fight on the east side of the city several months since. The magistrate committed him for examination.

THEFT OF A HORSE AND WAGON.—On the 5th inst. Mr. Samuel W. Andrews, a resident of No. 157 West Forty-fourth-st., left his horse and wagon standing in Chambers-st. for a few minutes while he went into a store to transact some business. On his return he found that the establishment had been stolen, together with an overcoat which he had left in the vehicle. The entire property was valued at $700. Subsequently Mr. Andrews received information that it had been stolen by one Samuel Wark who had afterward fled to Philadelphia. Thither Mr. Andrews went, and a day or two since succeeded in finding the thief who confessed his guilt and professed his willingness to accompany the former to this city. Yesterday they arrived here, and on the complaint of Andrews Justice Dowling committed the prisoner for trial in default of $2,000 bail. Wark confessed that he had disposed of the stolen property to persons in this city and Philadelphia, and gave such information as will eventually lead to its recovery.

ESSEX MARKET POLICE COURT.
[Before Justice Shandley.]

BURGLARY.—Between 3 and 4 o'clock yesterday morning, three men, named Francis Winer, James Martin, and John Harper, forced an entrance into the tailoring establishment of Mr. Robert Kruger, No. 56 East Broadway, and attempted to steal therefrom $5,040 worth of cassimeres and silks. Winer was arrested in an alley beside the premises about the time of the occurrence; the other two who then escaped, were arrested subsequently. The three men were yesterday committed by Justice Shandley for examination.

COURT OF GENERAL SESSIONS.
[Before Judge Russel.]

LABORS OF THE NOVEMBER TERM.—The Court of General Sessions adjourned yesterday for the November term, which has occupied a sitting of 75 days. During that time between 70 and 80 criminal cases have been disposed of, 23 of which were trials; 57 sentences have been had; seven acquitted, seven discharges, and three remands. The most arduous and important trial was that of O'Brien, who was energetically prosecuted by Mr. Bedford, the Assistant District Attorney, for the murder of Kate Smith, his mistress, and who was convicted of the deed and sentenced to death. Terms of imprisonment have been imposed on prisoners ranging from six months in the Penitentiary to ten years in the State Prison, and a few juvenile offenders have been sent to the House of Refuge. The majority of the cases are comprised under the head of larceny offenses. Very few pickpockets came before the Court, but application of Wm. S. Ross for writ of mandamus agt. the Controller of New-York.—Motions denied with $10 costs.

Mary P. Hope agt. Thos. Hope; Eli M. Wood agt. Adela J. Wood.—Reports of referees confirmed and judgments of divorce granted.

COURT OF COMMON PLEAS—Nov. 28.—Before Judge CARDOZO.
DISPUTE BETWEEN PARTNERS.
Charles Doherty agt. Patrick Cuff.

This case, which has already been reported fully in our column, it will be remembered is one in which the plaintiff desires a perpetual injunction against his partner (the defendant) to prevent him from interfering with his business, which is that of a distiller in West Forty-fifth-st. The case was before Judge Daly a short time ago on a motion for a similar injunction, which was denied. The action before Judge Cardozo yesterday morning was not only for a perpetual injunction against