CIVIL COURTS.

COURT OF OYER AND TERMINER.—Dec. 6.—Before Mr. Justice BARNARD.

THE GRAND JURY—CHARGE OF JUDGE BARNARD.

A quorum (19) of the Grand Jury, summoned for the Court of Oyer and Terminer, met yesterday, and James J. Hyatt was elected as foreman. The solemn oath requiring them without fear or favor to inquire into public offenses, was administered to them, when Mr. Justice Barnard addressed them as follows:

At every term of the Court, gentlemen, at which a Grand Jury is summoned, it is required by the statute that you should be charged on the duties you have to perform and the manner of performing them. Most of you, if not all, have probably served on the Grand Jury before, and if you have not you have all read the charges which have been delivered by different Judges to different Grand Juries. It is, therefore, hardly necessary for me to refer at any length to the nature and character of those duties. There are, however, certain statutes which I am required by law to call your attention to, and these are the statutes against bribery at elections, the statutes against usury, the statutes against lotteries, the statutes against selling gum, the statutes against soliciting passengers illegally, and the statutes against disclosing the fact that an indictment has been found against any person for larceny who is not actually in custody.

I had intended, gentlemen, to charge you—indeed, I had carefully prepared with the intention of delivering to you a charge in regard to the offenses which are constantly being committed in the City of New-York by public officers, but on reflection I have concluded to suppress it, and for this reason: No one single man can, unaided and alone, fight against the corruptions of New-York City. I have determined, hereafter, when I have information or seek to accomplish anything in opposition to this bad influence, to use the Citizens' Association—an association in New-York City composed of gentlemen of wealth, of intellect, and of sterling integrity. I have determined to use them as an instrument for the purpose of reforming what I consider the most glaring abuses in New-York City. So far as my Court is concerned, so far as I have the power, by injunction, mandamus or otherwise, to stop these abuses, I intend to do it; but, as one single, unaided man, I shall look to the Citizens' Association for aid and assistance. The law provides that not more than 23 or less than 16 shall be sworn as a Grand Jury, and it takes 12 of that number to find a bill, and the same number to reconsider a bill, when once found, before it is presented to the Court. Your Foreman has the power to excuse any of you, provided he has not less than 12 in the room at all times. No person is allowed to appear in your room when a vote is being given or an opinion expressed. The District-Attorney will be your legal adviser, and he will be permitted to come before you at all times, except on these two occasions. He will send for witnesses for you, and examine such witnesses as appears before you, if you desire it, and he will at all times hold himself in readiness for the purpose of giving you advice. My experience as a Judge on the bench, running back now some ten years, emboldens me to say to you that you should keep secret your deliberations in the Grand Jury room. Detailing what takes place there may create bickerings and animosities, and can make no friendships, and therefore it should be sacred and secret. With these few remarks, gentlemen, you will proceed to the discharge of your duties.

Mr. Hutchings then stated to the Court that the only business before it was a case in which a plea of guilty had been tendered and accepted, and that the prisoner in that case was not present. The Court then adjourned to-day.

UNITED STATES CIRCUIT COURT.—Dec. 6.—Before Judge NELSON.

THE "PARROTT" GUN IN COURT—HOW "PARROTT" GUNS ARE MADE—INTERESTING OPINION OF JUDGE NELSON ON AN ALLEGED PATENT INFRINGEMENT.

Daniel Treadwell agt. Robert P. Parrott.

The bill is filed in this case by Treadwell against Parrott, founded on letters patent for a new and useful improvement in the manufacture of cannon, to restrain him from an infringement of the same. The complainant's patent was issued on the 11th of December, 1855, and afterward surrendered and reissued on the 4th of February, 1862. The specification of the original patent describes very particularly the mode of construction. The patentee first casts the cannon, having at its largest part a diameter about twice as great as the caliber; it is then bored, and the outside turned; a screw is cut on the body; hoops or rings are then formed of wrought iron, and a female screw cut on the inside to fit the threads cut on the body, and are finished about 1-1000th part of the interior diameters less than the male screw to be encircled. The hoop is then heated to expand it sufficiently to turn it on to its place. An indefinite number of hoops or rings may be thus put on the body of the gun, and also other hoops formed in the same way over the first series.

The claim in the original patent is as follows: "I do not claim a patent for using hoops generally in making cannon, as the earliest cannon known were formed in part by hoops brazed upon them. But my invention consists in constructing cannon with hoops screwed and shrunk upon a body in which the caliber is formed in the manner herein described."

The description of the mode of constructing cannon in the specification of the reissued patent is the same, in *haec verba*, as in the original, the difference consisting only in the explanation given of the principles which led to the construction.

The invention claimed is as follows:

First: In making a cannon consisting of a body (in which the caliber is formed), the walls of which are of one piece, surrounded by rings, hoops or tubes, in one or more layers, placed upon said body under great strain, by which said body is compressed and the natural equilibrium of the metal of which it is composed, substantially as described, the caliber of their being brought nearer together; and this is accomplished in the manner herein set forth—namely, by making the hoops smaller than the part which they are to surround, and then expanding them by heat, and suffering them to shrink or contract after having been put in their places.

Second: I also claim the method of securing the hoops to the body of the gun, and the several layers of hoops to each other, by screw threads, when they shrink to their places as above described.

In explanation of the principles that led to the invention, the patentee refers to the Barlow law, as it is called, in which Barlow showed that hollow cylinders of the same materials do not increase in strength in the ratio of increase in thickness, but that the ratio of increase in strength is such that when they become of considerable thickness, the strength fails enormously below that given by the ratio of thickness. The cause of the diminution in the power of resistance, it is observed by Barlow, may be stated as follows: "Suppose such a cylinder to be made up of a great number of thin rings or hoops, placed one within the other and exactly fitting, so that the particles of each hoop shall be in equilibrium with each other; then, the resistance of these rings, compared one with the other, to any distending force, will be inversely as the squares of their diameters. Now, "to obviate," the patentee observes, "the great inferiority of strength in cylinders of large diameter stated, and to obtain, as far as may be, the strength of wrought iron instead of cast iron, for cannon, I have invented the following mode of construction." He then repeats the mode of construction already stated, and adds: "This compression (the compression of the body of the gun by the hoops) must be made such that when the gun is subjected to the greatest force, the body of the gun and the several layers of rings will be distended to the fracturing point at the same time, and thus all take a portion of the strain up to its bearing capacity."

He observes: "There may, at first view, seem to be a great practical difficulty in making the hoops of the exact size required to produce the necessary compression; but such difficulty does not exist. Hoops may be capable of being extended without fracture much beyond their power of elasticity. They may, therefore, be greatly elongated without being weakened. Hence we have only to form the hoops small in excess, and they will accommodate themselves under the strain without the least injury. It will be found best in practice, therefore, to make the difference between the diameters of the hoops and the parts they surround considerably more than one-thousandth part of a diameter."

The result he arrives at is, that "a gun thus made will be nearly four times as strong as a cast iron gun of the same weight, wrought iron being taken at only twice the strength of cast iron."

Whether this result, to the extent claimed, is well founded or not, is a fact which it is not important either to admit or deny; but we entertain no doubt the improvement in the mode of construction is very considerable, and entitles the inventor, whoever he may be, to the protection of the fruits of his invention.

Some question has been made as to the practicability of the contrivance for securing the benefit of the rings or hoops on the gun by means of screws; but we do not deem it material to examine it; if the case turned on it, we would incline to hold that the patent was not withstanding the objection. Nor do we entertain any serious doubt, but that upon a fair and liberal construction of the specification and claim which we are ever disposed to give these instruments in behalf of a very useful and meritorious class of citizens, the improvement of the patentee was intended to be confined to cast iron guns. A gun of this material is mentioned in the specification of the original and reissued patents, and no other.

In our view of the case, the only material and difficult question is, whether or not the patentee is the original and first inventor of the improvement.

We have passed upon this question some time, and given to it all the attention and examination consistent with other cases; and, after our best consideration, have been compelled to the conclusion that he is not.

We shall, as briefly as practicable, state the grounds of this conclusion.

The improvement of a cast-iron gun, by combining with it a wrought iron envelope, was discussed by a French officer (Thiery) as early as 1824, and is found in a publication of that date.

After speaking of the liability of cast iron guns to burst, and the advantages of steel, he observes: "We have thought that the combination of wrought-iron and cast iron, which has contributed so much to the powers of steam-engines, would also present happy effects in the construction of cannon.

It is in this view that we have proposed the trial of a cannon of cast iron with an envelope of wrought-iron, adhering to the resistance of the piece of ordnance, and preserving its explosions from the danger of fragments."

Again, after speaking of the importance of using cast iron for the body of the gun, he observes: "This metal, having but very little elasticity, resists the expansion of the powder principally by virtue of its resistance to extension; this resistance once overcome, the cast iron would not evidently find any assistance against rupture on a surrounding body more elastic, and which yields beyond the limit at which its cohesion is destroyed. All that one can hope for, from an elastic envelope compressing the cast iron, is, that it may contribute by the compression of the resistance to extension of this hard, rigid, brittle metal; but, not that it should cause it to participate in elastic properties which are not in its nature."

He further states: "The means which naturally first offer for hooping a cannon of cast iron with wrought iron, would be to cover it with a series of hoops of which the last, placed on the outside, and which would then adhere to this piece of ordnance with the whole force of the contraction—a force which might become excessive by carrying the temperature of the hoop of wrought iron to a very high degree."

This officer recurred to the subject again in 1840, and constructed a gun according to his suggestions in the previous paper. "Before placing the hoops," he observes, "sticks are made from distance to distance upon the exterior surface of the cannon to cause the hoops, which are placed afterward, after having heated them to the temperature found necessary to obtain a suitable dilation, to adhere strongly to it. The hoops, in cooling, exert by contraction upon the cannon a powerful compression which cannot fail to add to the strength of the cast iron, and guarantees the connection of the system of the envelope of wrought iron."

Thiery constructed a gun also in 1834, as well as in 1840, according to his principles and theory. The body, however, of both was not purely of cast iron, longitudinal strips of wrought iron being immersed in the metal in the casting of the cast iron body. We have referred to these publications, not as evidence that a gun had been constructed like the complainant's prior to his invention, but mainly as evidence of the manner and effect of hooping cast iron cannon with wrought iron bands, and of the state of the art in the manufacture of cast iron cannon with wrought iron hoops. And it will be seen that it was well known as early as 1834 and 1840 that the hooping of the body of cast iron guns with wrought iron bands, very much after the manner of the patentee, had the effect to add to the resistance of the cylinders of cast-iron against the explosion of powder; that the compression of the cast iron metal by the contraction of the heated hoops or bands, increased very much the strength of this resistance; and that the smallness of the diameters of the hoop, compared with the exterior diameters of the barrel, was governed by the principle of the law of expansion of wrought iron.

We agree that the use of wrought-iron hoops in the way stated, and used for strengthening the barrel of a gun, had been known as early as 1834 or 1840; yet, if the patentee was the first to apply the device to a cast-iron gun, he must be regarded as the original inventor, and entitled to a patent; and that the application of it to a wrought-iron gun, or a barrel composed of a combination of cast and wrought iron, prior in point of time, would not, of itself, be any objection. Hence we lay out of the case the Thiery gun as a defense to this patent; but the state of the art, as found in this publication, is important in another branch of the case. The same may be said of the Chambers gun of wrought iron.

We come now to the Frith gun, the patent for which was granted in England in 1843. This was a cast-iron barrel. It is stated in the specification: "That portion of the cannon called the first reinforce (except the part forming breech A), the second reinforce, the trunnions, the chase and the muzzle, marked F F F F, is cast in one piece. The first reinforce, from F to G, is hooped with strong wrought iron or steel bands, driven on while hot, so that the contraction thereof in cooling will produce firm adhesion; thus that part of the cannon most acted upon by explosion and heat is materially strengthened."

It will be seen that the device described in hooping the first reinforce is like that of the complainant, except in giving the proportion of difference within the interior diameter of the hoop and the exterior diameter of the barrel—the former to be one one-thousandth part of the diameter less than the latter. Frith gives no minimum or maximum difference. We of course lay out of the device the complainant's screws, as I have not been fortunate to hold him to form.

One question is in this branch of the case, whether in the existing state of the art the information given in the description would enable an intelligent mechanic to make the proper difference. We have seen that the difference must be such, or so great that when the hoop is driven on while hot the contraction, while cooling, will produce firm adhesion, and so as materially to strengthen that part of the cannon against explosion and heat. An intelligent mechanic, we think, is chargeable with a knowledge of the state of the art in relation to the subject upon which he is called to exercise his skill; and hence we may assume that he would know the extent to which wrought iron bands may be distended by heat without weakening the power of elasticity; and with this knowledge it is apparent he is qualified to carry into effect the scientific way the purpose and object of the patentee. This, to me, obvious proposition is confirmed by the answer of the complainant's very intelligent expert in his answer to the 80th cross interrogatory. "Judging from my knowledge of the state of the art," he observes, "as it has been previously practiced, a mechanic, if directed to shrink hoops upon a body, would probably forge the hoop with a greater difference of diameter than 1-1,000th part. He would then heat it, put it upon its place, probably by driving, and while hot hammer it up to the body to make it fit." This is also affirmed more in detail by all the experts on the part of the defendant, whose attention was called to the subject.

The state of the art was familiar to Chambers in 1842. He observes "that he determines the diameters of the interior of the rings as compared with that of the exterior of the tube on the principle of the law of expansion of wrought iron."

In another place he observes, "The edge f of the ring a is of such interior diameters that it will not, when cold, pass over the rim b on the band c; but, when heated to the proper temperature, it will come into place, and then the contraction of the metal brings f into firm contact with i, and g into contact with e, leaving the barrel at all parts firmly griped by the rings, but not so straining the latter as to diminish essentially the tenacity of the ring when cold."

In this connection we may refer to the evidence of the complainant on this subject. He says "he was led to this quality (1-1,000th part of its diameter) as the straitest 1-1,000 part of its length, may be considered as having reached about the limits of its elasticity. If strained more than that it produces merely a permanent elongation.

Another question in this branch of the case should be noticed. It is stated by the experts for the defendant, and not denied, that the thickness of the walls of the Frith gun, as shown in the drawings, correspond very nearly with the thickness of the complainant's and the same as to the thickness of the hoops. Now, assuming that these rings are placed on the barrel of the Frith gun in the way we have described, and, according to the then state of the art, it would seem necessarily to follow that there would be a corresponding compression of the metal of the barrel and distension of the hoop with those of the complainant. The improvement on each gun as to the additional strength given would seem to be identical. Indeed, the complainant's expert, already referred to, in his answer to the 22d int., if I understand him, admits of that "hoops of the size shown (as Frith's) placed upon a body of the thickness represented in the drawing, would, if properly applied, produce the effect of compression and distension contemplated in the complainant's patent"—that is, he observes, if the surfaces were accurately fitted and placed upon the body after it was bored. The witness had before stated that he did not consider the boring before the placing of the hoops vital.

Now, whether Frith had a knowledge of the Barlow law or not, if his construction of the gun met the difficulties there described and overcame them in the same way as the complainant, it is manifest the absence of this knowledge cannot affect the question.

In this connection we may refer to another opinion expressed by this expert in his answer to the 66 cross int. The question, "Do you understand the complainant's patent to be limited as respects the difference of diameter of cast iron body and hoop to be a difference of 1-1,000 of the diameter of the body, or more or less?" Answer—I do not understand it to be limited to the difference in diameter of body and hoop of 1-1,000. Any difference of diameter that would produce the beneficial result contemplated would, I think, be within the description given, whether more or less. It seems to me that this is a sound view of the patent, and that the invention cannot be slowed up to turn on the precise amount of difference stated; otherwise an evasion of the patent would be easy and unavoidable.

This view, however, shows that the statement of the difference in the patent is not necessary or material, and will not bind the patentee if made. All that is essential or useful is a reference to the principle or law of the expansibility of wrought iron, and the extent to which it may be carried by heat without weakening its tenacity or elasticity. This would be sufficient to enable the intelligent mechanic to construct the improvement and protect the invention from evasion or infringement.

A good deal has been said by the experts in the proofs, and by counsel in the argument, in respect to the absence of any directions in the specification of the Frith patent as to the finish of the work to be done—such as turning or polishing the outer surface of the barrel, and inner surface of the rings or hoops. We do not think this criticism entitled to much consideration. It is the business of the mechanic, not of the inventor. If it be necessary that this work should be done in order to make a proper fit of the hoops to the barrel, it may well be left to the intelligent mechanic, and to the duty that devolves on him to execute his job in a workmanlike manner, and so as to produce the effect intended by the inventor if within his skill. The inventor is not necessarily a mechanic, and is oftentimes very much dependent upon the skill of the latter to adapt his invention to practical use.

Upon the whole, without pursuing the case further, we are compelled to the conclusion: That, in view of the state of the art, at the time, the improvements in the construction of the cast iron gun with wrought iron hoops or rings claimed by the complainant, will be found in the description given in the Frith patent, and upon this ground a decree must be entered for the defendant dismissing the bill.

For complainant, Mr. Keller and Judge Curtis; for defendant, Mr. Cozzens and Mr. Gifford.

LIABILITY OF COMMON CARRIERS FOR TRANSHIPPED GOODS—ACTS OF PUBLIC ENEMIES.

Thomas W. Kennard agt. Ben Holladay.

This case, reported in yesterday's TRIBUNE, was summed up yesterday. The Court, in charging the jury, said that the point for them to decide was whether under the circumstances of the case the defendant had used the care and diligence in protecting the property intrusted to him which it was reasonable he should use, and which was required of him as a common carrier. The jury found for plaintiff for the full amount claimed, with interest—$10,312 49. The Court ordered a stay of proceedings for 20 days to enable defendant to make a case.

UNITED STATES COMMISSIONER'S OFFICE—Dec. 6—Before Commissioner OSBORN.

AN OBDURATE WITNESS.

On the 4th inst., an examination was pending before the Commissioner in relation to a complaint made by J. Frank Stewart, alias Godwin, against Messrs. Mitchell & Smith for an alleged distribution of whisky in Twenty-seventh and Twenty-eighth sts., near the Eighth-ave. Stewart, the complainant, was being cross-examined by Mr. Charles Donahue, counsel for the defendants, who, desiring to show that the witness was an expert bounty-jumper and of worthless character, asked him if he had ever enlisted in the army. This question he declined to answer. The Commissioner having decided that it was a proper question and must be answered, the witness became quite abusive, and the Commissioner convicted him for contempt of Court. He was accordingly confined in Ludlow-st. Jail for 24 hours. Yesterday the examination was continued and the witness resumed his testimony, Mr. Donahue having reason to suppose, from letters he had in his possession, that the witness had made this charge against defendants for the purpose of blackmailing them, asked the witness whether the defendants had advanced him money on articles he had left with them in pledge. This question the witness declined to answer. The Commissioner decided it was a proper question, and must be answered. The witness positively refused to answer, and said that no one could make him. The Commissioner then ordered that he should stand committed until he did answer, and he was accordingly locked up in his former quarters. It seems that he is the only complainant, and the only witness against defendants, and, in a portion of his testimony, had admitted that he had acted for them in taking illicit whisky from the alleged distillery at night. The letters in question were three in number, and contained coaxing and threatening appeals to defendants for money.

SUPREME COURT—GENERAL TERM—Dec. 6—Before Justices BARNARD, CLERKE, and INGRAHAM.

ADMISSIONS TO THE BAR.

The General Term of the Supreme Court will open on Friday, at 10 a. m., and the gentlemen who are entitled to admission are requested to be present at 9½ a. m., to sign the roll. The following applicants have received a favorable report from both Committees:

James C. Anderson, Mortimer C. Adams, J. B. Aitken, Birdsall Beach, Joan L. Brower, Francis K. Butler, Charles D. Birdseye, George W. Birdseye, James Bilger, John I. Blair, Charles C. Beaman, jr., Alexander Brenner, Daniel F. Beardsmen, Edwin J. Bergh, Thos. H. Clark, Wm. E. Church, John Callahan, Stoutus G. Carpenter, Jas. L. Crittenden, John E. Dymond, Benj. I. David, Jos. M. Dixon, John C. Dow, jr., M. F. Dawley, John R. Den Pasem, William O. Embry, Henry A. Frosh, John Clinton Gray, David L. Hubbard, James Morgan Hart, Edward Hartenagle, Jedediah W. Hart, William H. Johnson, Robert H. Johnston, John W. Kearney, John L. Lindsay, Jacob L. Michael, James R. Doubtfie, jr., John R. Dennett, Benjamin F. Einstein, Charles A. Flanner, David C. Graham, Wm. Gover, George P. Howe, Mayo W. Hazleton, William Harvey Hart, William W. Janney, Henry P. Johnson, Joseph A. Kent, John M. Lodge, Jacob L. Simon, Isaac N. Mortimer, Randolph B. Martine, J. C. De Lar Mora, Bernard F. McCabill, Sidney Oakesmith, John K. Parsons, William B. Putney, Samuel Stevens, David F. Smith, Samuel N. Salmon, Abner C. Thomas, Mason W. Tyler, James H. Whittlesge, Josiah T. Monan, Abijah Smith Macfarre, Michie McCann, Peter B. Olney, Edgar A. Purdy, Frank C. Ransom, H. P. Shearmson, Henry Stanford, Garret S. Stanton, John R. Treadwell, W. C. Wallbridge, Jenny A. Wamberg.

Ordered, that those applicants for admission who have not been reported only by the Committee on Character may apply to the Committee during the recess of the Court to be reported on at the next meeting of the Court. GEORGE G. BARNARD.

CIRCUIT—Dec. 6.—Before Mr. Justice MULLEN.

THE LIABILITY OF INSURANCE COMPANIES TO PUT DAMAGED PREMISES IN THEIR ORIGINAL CONDITION.

Edgar T. Ryder agt. The Commonwealth Insurance Co.

This case commenced on Monday, was finished yesterday. The main facts in the case were published in Tuesday's TRIBUNE. The point in the case was whether the defendants, who had elected to put the premises of plaintiff in as good condition as they were in before being damaged by fire, instead of paying the amount claimed by plaintiff, had substantially done so. It was shown on the trial that the cellar of the premises, which plaintiff alleged was improperly plastered by defendant, was so obstructed as to render it difficult to plaster the whole of it. It was also shown that a person claiming to act as agent for the plaintiff had given the defendant a certificate of the work being well done.

The jury found for defendant.

DEFECTIVE CALENDARS.

In the Supreme Court, Part I, this morning, lawyers found themselves without the usual information furnished by the sheets of the New-York Printing Company as to the cases on the calendar, but the Oyer and Terminer business gave time for the supply of the defect. In Part II the calendar was called from a daily paper, and lawyers who relied on *The Transcript* had, in several cases, defaults taken. In Part III a case which has already taken several days was still on, and the defect was not so much noticed.

CHAMBERS—Before Justice INGRAHAM.

DECISIONS.

W. H. Wotherspoon, agt. D. R. De Wolf; Geo. A. Osgood agt. Wm. H. De Groot; Joseph Wild agt. Chas. C. Duncan.—Motions granted.

Samuel A. Nolan agt. Bouton B. Hazzard.—Motion granted for second Friday.

Catharine Hall agt. C. T. Striker.—Motion granted for third Friday.

Geo. W. Murley agt. Abraham Isaacs.—Motion granted for third Friday.

Same agt. Same.—Same decision.

Samuel A. Nolan agt. Frederick W. Degenhart.—Motion granted for second Friday.

Martin Kehoe agt. Hugh Newman.—Motion granted.

Anson Blake agt. Henry Bennett.—Motion granted for first Friday in January.

Charles Spultz agt. Isaish G. Clark.—Motion granted and referee ordered.

D. S. Youngs agt. D. Williams et al.—Motion granted for third Friday without prejudice to either party moving for a referee.

The N. Y. L. Co. agt. William H. Lockwood.—Motion granted and $10 costs.

James Waters agt. Lydia Waters.—Motion granted.

R. H. Corbett agt. N. L. Pet. Co.—Motion granted for second Friday.

Joseph R. Palmer agt. Samuel Cockshaw.—Motion granted with stay of proceedings till February Circuit. Defendant may notice for that Court.

Virgil de Escoriaza agt. Emil Ruger.—Motion granted.

A. J. Schwabius agt. S. H. Dalton.—Motion granted for attachment.

Zenas D. Wight agt. Richard Riker.—Motion granted.

Isaac C. Comstock agt. Warren J. Peck.—Motion granted.

John Horan agt. Richard W. Aiken.—Motion granted for second Friday.

Walter Barmdahl agt. John J. Perzel; George G. Read agt. Ephraim Grant; The Market National Bank agt. Daniel Magee.—Motions granted.

In re the claim of Elizabeth Giles and others, &c.—Report confirmed and order granted. H. B. Hagerty et al. agt. Alfred Pine et al.—Motion granted for third Friday of December. James Fisher et al. agt. John J. Roed.—Motion granted and reference ordered. James B. Colgate agt. Joseph R. Curtis.—Motion granted. William H. Hall et al. agt. George G. Herman.—Motion granted and reference ordered.

By Mr. Justice SUTHERLAND.

Anna L. Murphy agt. Andrew Gross.—Motion to dissolve injunction granted without costs. The Washington, Alexandria and Georgetown Railroad Company agt. Leonard Hayes.—Motion to vacate order of arrest granted with $10 costs to abide the event of the action. Henry A. Smythe agt. Israel Elias et al.—Motion denied with $10 costs to abide the event of the action. Joseph R. Palmer et al agt. Samuel Cockshaw.—Order settled.

Lars Ihlsen agt. The Philadelphia Fire and Life Ins. Co.—Motion denied, with $10 costs in each case.

John Butter et al. agt. Jacob W. Bingham, &c.—The injunction, as modified by the order of Judge Barnard of 7th November, 1866, continued, with $10 costs to plaintiffs.

Thos. S. Sandford agt. Mary M. Pogram et al.—Motion granted without costs.

In re. the application of John Murphy, Receiver of Taxes, agt. James Green, &c.—Motion denied without costs.

Rochefeller agt. Rochefeller.—Mem. for counsel.

The Atlantic Mail Steamship Co., &c., agt. George B. Hartson et al.—In my opinion, after a careful examination of the question, the injunction should not be vacated on the complaint alone. In my opinion, the allegations in the complaint authorized the interference by injunction, assuming them to be true, especially considering that the corporation itself is a party plaintiff by its corporate name. The motion, therefore, to vacate the injunction must be further heard on the complaint, answer, &c., by the Judge at Chambers; and on such further hearing I think the plaintiffs will have a right to read affidavits to refute or explain any new matter set up in the answer. Upon this point I express an opinion only because it was argued and submitted to me.

John McMichael agt. Benjamin Willis.—Motion granted without costs. Stephen H. Gray agt. G. M. Gray.—So much of the answer of the witness Smith to the fourth direct interrogatory as follows the words "I received another note from her, marked D, which I knew to be in her handwriting," including the letters subsequently produced and made exhibits commencing with Ex. E, is suppressed or set aside with $10 costs of motion to defendant. William E. Johnston agt. The Consolidated Silver Mining Company.—I think the plaintiff is entitled to an inspection of the books, &c., of the Company, &c.; he may have an order to that effect, which must be settled on notice; and after such inspection or discovery, he may renew his motion for an injunction, &c., if he shall be advised to do so; no costs on this motion. The Atlantic Mutual Insurance Company agt. William M. Loon.—Motion granted, with $10 costs to defendant to abide the event of the action. W. E. Larston agt. David Dinkelspie.—Motion to vocate order of arrest granted, without costs to either party.

SUPERIOR COURT—TRIAL TERM.—Dec. 6.—Before Justice MCCUNN.

FALSE IMPRISONMENT—A HORSE CASE.

Philip Lamer agt. Ariel Graham.

The plaintiff and a friend, one hot day in July, desiring to see the Central Park, hired of the defendant a horse and wagon. The time was somewhat doubtful, the plaintiff fixing it at 2 p. m. and the defendant at a little after 12. They did not return till after 3. The defendant says that thereby he lost a valuable customer. The plaintiff says they drove moderately and properly. The defendant says the horse showed evident marks of hard driving, was ruined, and when let out a month afterward dropped dead. The plaintiff and defendant got into an altercation, and in the course of it a window was broken, and the plaintiff, by direction of the defendant, was arrested, and passed a night in the station-house. For this the plaintiff brings suit. The witnesses agreed on all the main points, and differed absolutely on all the side issues. The Court told the Jury that the case was one which might easily arise—that the arrest was unlawful under the circumstances; but that the question of damages was entirely with them; and the Jury rendered a verdict for plaintiff for $50.

Mary Ann Gaffney agt. Doherty.

The plaintiff sues for a seduction under breach of promise of marriage. She says that for some months they had been in the habit of meeting and talking as friends when in February, 1863, he offered marriage which she accepted and they became engaged. From this till February, 1864, things continued in the same state, he postponing from time the date of the marriage, and urging her to give him a husband's rights previous to the ceremony, arguing that they were engaged and there would be nothing to be ashamed of. In February, 1864, she yielded and in June she discovered that her compliance was likely to have results which could not be hid. He still promised to marry her, and when the child was born and died paid the expenses of its burial. He has since refused to marry her. This is her story. At the time she was a widow with two children of ten and twelve years of age. Both parties are in humble circumstances.

The defense did not deny the seduction, though it did the promise of marriage, and charging the parties averred: "The woman tempted me and I did sin."

Case still on.

SPECIAL TERM.—Before Chief Justice ROBERTSON.

DECISIONS.

Chas. G. Patterson agt. Martin L. Townsend.—Motion granted and commission issued.

Rosina Graley agt. James Graley.—Motion granted and attachment allowed.

Charles D. Gibson agt. The American and Mexican Silver Mining Company.—Motion granted and report of referee confirmed.

Frederick Tinson, sr., agt. Abraham R. Welsh.

Elizabeth Hongales, administratrix, &c., et al. agt. The N. Y. and Harlem R. R. Company.—Motion granted.

Fredericka Bender agt. Albert Comstock. Motion granted and commission issued.

Charles D. Gibson agt. The American and Mexican Silver Mining Company.—Motion granted and referee appointed.

Alexander A. Besse agt. Benjamin Noyes.—Motion for extra allowance ($150) granted.

MARINE COURT.—Dec. 6.—Before Judge ALKER.

INTERESTING TO LIVERY-STABLE KEEPERS.

Wm. F. Stillwell agt. Daniel Underhill.

The plaintiff in this case had placed his horse at livery with the defendant. While the horse was under defendant's care he received injuries which incapacitated him from further service. The plaintiff now brings suit to recover the value of the horse. The defense is, that the horse was vicious and received the injuries during an altercation with one of its own species while being groomed. The jury, at a late hour yesterday afternoon, returned a verdict for the plaintiff for $200. W. R. Stafford for plaintiff, Scudder & Carter for defendant.

Before Judge HEARNE.

LIABILITY OF SHIP OWNERS FOR DEBTS CONTRACTED BY THE MASTER OF A VESSEL.

Wm. Mason against John Williams. This is an action brought by the plaintiff to recover certain money advanced by him to pay the advance wages of a crew shipped on a vessel owned by the defendant.

The history of the transaction, as appears by the evidence, is that the vessel being short of supplies, and the crew being all sick, put into Newport. The plaintiff furnished some of the supplies and also a physician for the sick. The crew of the vessel having left here, it became necessary to ship a new one, and the plaintiff at the request of the master, advanced the money necessary to do so. The sum advanced was $137, and for this sum with interest, the plaintiff now brings suit against the owner of the vessel. The defendant alleges that the master took charge of the vessel on shares, undertaking to pay all the expenses. He also claims that the master of a vessel cannot bind the owner for any debts contracted without his knowledge, except for necessaries. The jury after brief absence returned a verdict for the plaintiff for the full amount claimed.

R. Andrews, for plaintiff. R. H. Hunsly, for defendant.

COURT OF COMMON PLEAS—SPECIAL TERM—Dec. 6—Before Judge CARDOZO.

DECISIONS.

Henry Ezekiel agt. Philip Rossark.—Motion denied; $7, to abide event.

A. S. Stuart agt. Wm. Murphy.—Defendant must appear before the same referee on the 10th inst., at 3 p. m., and submit to examination and pay $5; otherwise to be dismissed.

John R. McDonald agt. Charles A. Kimball.—Order granted.

Lloyd Bryant agt. John H. Stout.—Motion granted on payment of $7 costs.

BUSINESS IN THE COURTS.

SUPREME COURT—SPECIAL TERM.—Before Mr. Justice MASON.—Francois Hurstel agt. Charles I. Harbot.—Judgment for defendant, with leave to amend, on payment of costs. Chauncy Norris agt. Montgomery Salgson et al.—Judgment by default. Louis Flavel et al. agt. Henry W. Youngblood.—Judgment by default. Henri Pleto agt. George A. Osgood and another.—Demurrer to complaint argued and decision reserved. George H. Murray, assignee, &c., agt. R. T. Pollard et al.—Demurrer to answer argued and decision reserved. Nelson Chase et al. agt. John Howard Smith et al.—Motion made and granted, directing amendment of the title of the case; action brought on for hearing on verdict of the jury; judgment rendered for plaintiffs.

CIRCUIT—PART II.—Before Mr. Justice MULLEN.—Absent jurors were fined $25 for this day's non-attendance. The Court ordered that the County Clerk be directed to draw an extra panel of 100 jurors for the present Term of Part III, and that they be summoned to attend on and after Monday next, the 10th inst., at 10 o'clock a. m.

COURT CALENDAR—THIS DAY.

SUPREME COURT—GENERAL TERM.

BARNARD, P. J., CLERKE and INGRAHAM, J. J.—Court will open at 10 a. m., to swear in applicants for admission to the Bar.

SUPREME COURT—CIRCUIT.

PART I.—Held by BARNARD, J.—Court opens at 10 o'clock a. m.

Nos.	Nos.
3481—Salomon agt. Noah.	2325—Field, ad'm agt. Bennett et al.
2981—Matthews et al. agt. Macy et al.	4119—Taber et al. agt. Bergeman et al.
3165—Conley, Mayor, &c., agt. Grindley et al.	2725—Staples agt. Harrington.
2468—Turner agt. Kissam et al.	2979—Little et al. agt. Napierg' et al.
2730—Wermberg agt. Wolff.	2991—Hovey agt. Bendletuin.
2731—Wermberg agt. Wolff.	2367—Rugel et al. agt. Jott.
3175—Barling et al. agt. Gibson.	4289—Donnelly agt. Holbrooke.
3177—Barling et al. agt. Gibson.	3619—Victory agt. Claffy.
4159—Baker et al. agt. Hoagland.	4271—Blake, jr., agt. Bennett et al.
4157—Shurtis et al. agt. Day.	4277—Bamenbake et al. agt. Feizel.
1317—Doerle, jr., agt. Beck et al.	4123—Burdick agt. French.
3715—Lonon agt. Andrews, ad'm.	743—Chamberlain agt. Salsbury et al.
3075—(No. 1) Whitmore agt. Patterson et al.	4299—Read agt. Grant.

PART II.—Held by CLERKE, J.—Court opens at 10½ o'clock a. m.—Short causes.

Nos.	Nos.
2626—Vaughan et al. agt. Montgomery.	2—Hiddon agt. Smith.
2656—Williams, jr., agt. Wood.	3416—Davis agt. Culbertson et al.
2992—N. Y. Steam E. Works agt. Emmerer.	4132—Allen agt. Devlon.
3266—Heet et al. agt. McKay et al.	4258—Hawkins agt. Hammond.
3636—Corwin agt. Stilwell.	4289—Kehoe et al. agt. Newmans.
3664—Bennett et al. agt. Miller.	3665—Escoriaza agt. Ruger et al.
3504—Bradley agt. Lewis.	3726—Carter agt. Hunsinger.
3634—Archer et al. agt. Sheppard.	3924—Cornell et al. agt. Treadell.
3526—Saratoga Co. Nat. Bank agt. Richardson et al.	3948—Harpell agt. Schwab.
4156—Doherty agt. Mignault.	4338—Market Nat. Bank agt. Studeler et al.
	4274—Read agt. Fitzgerald.

Part III.—Held by MULLEN, J., at No. 73 Duane-st.—Court opens at 10 o'clock a. m.

Nos.	Nos.
1234—Rexford agt. the Seventh-ave. Railroad Co.	1507—Stateah et al. agt. Cof'B'klyn.
1469—Anderson agt. Smith.	967—Rehrscheit agt. Stevens.
1069—Dusenbury agt. The Lenox F. Ins. Co.	2069—Coughlan, adm., agt. The 24 Ave. R. R. Co.
1076—Same agt. The Globe F. Ins. Co.	1379—Haverty et al. agt. Bunstein, impleaded.
1071—Same agt. The Croton F. Ins. Co.	1380—Wilmerding et al. agt. Same.
1072—Same agt. The Kings Co. F. Ins. Co.	1989—Bryant agt. Hassell et al.
1073—Same agt. The Phœnix F. I. Co.	2375—Coffin agt. Kelly, Sheriff.
1074—Same agt. The 1st Fire Ins. Co.	1216—(No. 2) Hall agt. Wessler et al.
1493—Venolet agt. Pinckney et al.	2178—(No. 1) Same agt. Same.
	2155—Weaver agt. the 1st Nat. Bk of N. O.
	865—Iselin agt. Buckley et al.

SUPREME COURT—SPECIAL TERM.

Held by MASON, J., at No. 73 Duane-st.—Court opens at 10 o'clock a. m.—Demurrers.

Taylor agt. The Quicksilver Mining Co.—Issues of law and fact.

Nos.	Nos.
175—Wilson agt. Gillender.	189—Walker agt. Albertson.
176—Williams agt. Hay.	191—Summers agt. Adams.
177—Hamersley agt. Byrne.	193—Johnson agt. Kelly.
178—Dunham agt. Newall.	197—Eisenberg agt. Pelling.
179—McCroy agt. McCroy.	194—Little agt. Turnure.
190—Taylor agt. Ketchum.	223—Nelson agt. Arnous.
181—Calhoun agt. The Same.	268—Hewitt agt. B. F. Co.
182—Moore agt. Pine.	369—Same agt. Same.
183—L