NEW YORK CITY.

THE COURTS.

UNITED STATES COMMISSIONERS' COURT.

Before Commissioner Betts.

Charge of Larceny on the High Seas.

Neal Erickson was charged with stealing two $100 notes and a $20 gold piece from a carpenter on board the ship Mascoota on the 15th of August. A brief examination was held and defendant was committed for further examination.

PROCEEDINGS BEFORE REGISTERS IN BANKRUPTCY.

Before H. W. Allen.

In the Matter of Wm. W. Hawkins.—The Register has made order that order to show cause why bankrupt's application for final discharge should not be granted is returnable on the 21st January, 1868.

In the Matter of Wm. Thornal.—Made adjudication of bankruptcy and granted certificate of protection. First meeting of creditors to take place on the 20th January, 1868, at eleven o'clock A. M.

In the Matter of Ellis Joseph.—Examination of bankrupt continued (on 27th inst.) and adjourned to the 9th January, 1868, at one P. M.

In the Matter of James D. Ray.—Examination of bankruptcy adjourned to January 2, 1868, at twelve M.

In the Matter of Patrick P. H. Stewart.—Order to show cause why bankrupt should not receive his final discharge, returnable on the 23d January, 1868, at eleven A. M.

In the Matter of James T. Brown.—Register executed assignment of bankrupt's estate to John Sedgwick, the assignee.

In the Matter of Caroline Marks.—First meeting of creditors fixed for the 16th of January, 1868, at one P. M.

Before Mr. Edgar Ketchum.

In the Matter of John P. Holcom and George P. Holcomb.—Made adjudication of bankruptcy; warrant returnable January 27, 1868, at twelve M.

In the Matter of Thomas B. Johnson.—Held first meeting of creditors. Creditors failing to choose assignee. Register appoints John Sedgwick as assignee of bankrupt's estate.

In the Matter of Spencer D. Schuyler.—Made adjudication of bankruptcy, and issued warrant returnable January 24, 1868, at twelve M.

Before Mr. I. T. Williams.

In the Matter of S. M. & M. Levy.—Adjourned examination to January 6, 1868, at one P. M.

In the Matter of Patrick McGee.—Held first meeting of creditors. Frederick A. Potts, 110 Broadway, New York, elected assignee by creditors.

In the Matter of George V. House.—Passed the last examination of bankrupt, but as notice of assignee's appointment had not been duly advertised Register delayed certificate of conformity.

In the Matter of Charles A. Stetson.—On the 21st of January, 1868, at eleven o'clock A. M., a hearing will be had before the Register upon the bankrupt's petition for discharge from his debts.

In the Matter of John H. Aldrichs.—Warrant returnable January 25, 1868, at two P. M.

In the Matter of Edgar A. Brush.—Held first meeting of creditors. John Sedgwick appointed assignee by Register.

Before Mr. J. F. Dwight.

In the Matter of Sidney B. Locke.—Register certified that the bankrupt had complied with the requirements of the law and passed final examination.

Before Mr. Isaac Dayton.

In the Matter of William A. Goodman and Mayer H. Levy.—Granted protection to each of the petitioners and issued certificates of the same.

In the Matter of Moses Burbaum and Isaac Burbaum.—Made adjudication of bankruptcy of each of the petitioners and granted certificates of protection. Warrant returnable January 14, 1868, at twelve M.

PETITIONS FILED IN BANKRUPTCY YESTERDAY.

Lewis Bach, New York city, referred to Register Dwight, order of reference returnable January 3, 1868, at two o'clock P. M. Sumner W. Bennett, New York city, referred to Register Ketchum; order of reference returnable January 3, 1868, at two o'clock P. M. Jason H. Buckover, New York city, referred to Register Williams; order of reference returnable January 2, 1868, at two o'clock P. M.

SUPREME COURT—GENERAL TERM.

Decisions Rendered Yesterday.

Cases heard at the General Term in November, 1867, before Judges Leonard, Clerke and Sutherland:—

Amasa B. Howe, Appellant, vs. The Howe Sewing Machine Company, Respondent.—Order appealed from affirmed, with $10 costs. Opinion by Judge Sutherland.

Thomas Hope, Respondent, vs. Charles E. Lawrence and David L. St. John, Appellants.—Judgment reversed and new trial ordered, with costs to abide event. Opinion by Leonard, P. J.; dissenting opinion by Judge Sutherland.

Melinda Jones, Respondent, vs. The Norwich and New York Transportation Company, Appellants.—Judgment reversed and a new trial ordered, with costs to abide event. Opinion by Judge Sutherland.

Maurice Lamrgan, Plaintiff in Error, vs. The People, Defendants in Error.—Judgment affirmed, and the General Sessions directed to proceed, &c. Opinion by Leonard, P. J.

Samuel P. Appleton, Appellant, vs. Amelia Appleton, Respondent.—Order appealed from reversed and motion denied, with $10 costs. Opinion by Judge Sutherland, dissenting opinion by Judge Clerke.

The People, &c., vs. Jonah W. Brown, Respondent, vs. Richard B. Connolly, Comptroller, &c., Appellant.—Order reversed without costs. Opinion by Judge Clerke.

Wesley Merritt, Appellant, vs. Richard Hickisher, Jr., et al., Respondents.—Order appealed from reversed and the order of arrest reinstated, with $10 costs to the appellant. Opinion by Judge Clerke, Judge Sutherland dissenting.

In the Matter of the Attachment of Freeman B. Bird et al., Appellants, vs. The Steamboat Josephine, &c., Respondents.—Order reversed, with costs. Opinion by Judge Sutherland.

Arthur King vs. Charles N. Talbot, Executor, &c., et al.—Judgment affirmed, without costs.

Anna H. King vs. Same.—Judgment affirmed, without costs.

Charlotte E. King, Executrix, &c., vs. Charles N. Talbot, Executor, &c., and Lucius Chipiant, Administrator, &c.—Judgment affirmed, without costs. Opinion by Judge Sutherland.

Case heard before Leonard, P. J., with Judges Sutherland and Peckham, at the November term, 1867:—

John M. Otter, Respondent, vs. The Brevoort Petroleum Company, Appellants.—Judgment reversed and new trial ordered, with costs to abide event. Opinion by Leonard, P. J.

Case heard before the same Justices on the 16th of December, 1867, an adjourned day of the same term:—

The People, Appellants, vs. James M. Raymond, Respondent.—Judgment appealed from reversed, and judgment ordered for the appellants, that the defendant be ousted, &c., with costs. Opinion by Leonard, P. J.

Case heard before Judges Clerke and Sutherland, by consent, at the same General Term:—

In the Matter of the Lunsell Fire Company.—Order appealed from modified according to Judge Sutherland. Order to be settled before him.

Case heard at General Term, in June, 1867, before Leonard, P. J., with Judges Clerke and Welles:—

The Bank of the Commonwealth, Appellants, vs. Jasper T. Van Veck et al., Respondents.—Judgment reversed and new trial ordered. Costs to abide event. Opinion by Judge Clerke. Judge Welles dissenting.

John S. Prouty, Appellant, vs. Clarkson N. Potter, Respondent.—Judgment affirmed, with costs. Opinion by Judge Clerke, Judge Wells dissenting.

James Penman, Respondent, vs. Joseph Slocum, Appellant.—Judgment affirmed, with costs. Opinion by Leonard, P. J.

Ely Hoppock, Respondent, vs. George C. Stone, Appellant.—Order affirmed, with $10 costs. Opinion by Leonard, P. J.

Arthur T. Hurd, Respondent, vs. Planters' Manufacturing Company, Appellant.—Judgment affirmed, with costs. Opinion by Leonard, P. J.

Cases heard at April Term, 1867, before Judge Leonard, P. J., and Judges Sutherland and Ingraham:—

Richard D. McDonald, Respondent, vs. Daniel H. A. Baldwin, Appellant.—Order reversed and injunction dissolved, with $10 costs to appellant. Opinion by Judge Leonard, P. J.

SUPREME COURT—GENERAL TERM.

The Legal Tender Act Considered by the Courts—Important Decision.

Before Judges Leonard, Clerke and Welles.

The Bank of the Commonwealth, Appellants, vs. Jasper T. Van Veck, et al., Respondents.—This was an appeal from a judgment rendered at the Circuit, argued before the June term of this court, and involves an important question regarding the construction of the Legal Tender act, and one which has never before been passed upon by the courts. The following opinion was rendered yesterday by Judge Clerke, Judge Welles dissenting:—

First—The Judge has found as a matter of fact that the plaintiffs loaned to the defendants $10,000 in gold; that the defendants agreed to repay this loan in gold, and that they have repeatedly since the loan promised to return gold to that amount; but that they have never done so. Does the act of Congress, commonly called the Legal Tender act, apply to this transaction? In Rodes vs. Bronson (34 N. Y. R., 649), it was held that an obligation contained in a mortgage, executed the 16th of December, 1851, that the mortgagors would pay $1,400 on the 1st of January, 1857, "in gold or silver coin, lawful money of the United States," may be satisfied in United States legal tender notes, the grantee of the mortgaged property having tendered to the defendant on the 10th of January, 1863, in payment of the mortgage, United States Treasury notes of an equivalent denomination. When the mortgage in that case was executed, gold and silver constituted the legal currency and the only legal currency of the United States; and it would have been considered a most incongruous and chimerical idea at that happy period to suppose that any other material would be substituted in their place by the National Legislature. That, indeed, were a calamity deemed so demoralizing, so disorganizing, so fatal to financial and commercial stability, that the most despending or despairing would not venture to predict it. But this calamity has fallen upon us; and while gold and silver then alone constituted the currency of the United States, Treasury notes now alone constitute it, and alone constituted it when the tender was made in the case of Rodes vs. Bronson. The obligation in that case was, in fact, to pay "the lawful money of the United States," the words "in gold or silver coin" being deemed mere surplusage. The gist of the promise was that the debt should be satisfied with whatever might be lawful money of the United States at the time it should become payable. By the acts of Congress passed on the 25th February and 11th July, 1862, United States Treasury Notes were in effect declared to be the only lawful currency of the nation. They were, as I have said, substituted as such for what had ever been before, since the adoption of the federal constitution, recognized as the only lawful currency. The provisions of these acts making Treasury notes lawful money and legal tender in payment of debts have been solemnly pronounced by the highest court of appellate jurisdiction in the State valid and in all respects in perfect accord and in exquisite harmony with the federal constitution. Never before had it been disputed that the obligations of a debtor to his creditor were inviolable, except when the former took shelter under laws regulating bankruptcy or insolvency. The constitution itself, in the section containing the restrictions and prohibitions upon the authority of the States, plainly shows that those obligations were so regarded by its framers; but these acts compel creditors, who were thus entitled to payment in gold and silver coin, to accept, in lieu thereof, paper promises at some indefinite time in the distant future. It may, therefore, be contended with some semblance of plausibility, that the effect of this was nothing more or less than confiscation—confiscation of one-half, one-third or the one-fourth of vested rights, or whatever proportion it might be according to the varying value of the paper promises at the time of payment. That high tribunal, however, has decreed that the acts authorizing these wholesale confiscations are necessary and proper for carrying into execution some of the enumerated powers delegated by the States to Congress, such as the power to borrow money and to regulate commerce. I am uncertain whether a very startling proposition, urged (dare we say argued?) with recondite zeal by one of the counsel of the successful party, has been adopted or repudiated by the court, namely, that the issuing of promises so pay money at an indefinite period, engraved on small pieces of colored paper, is the exercise of the power to "coin money" under the constitution. (See article 1, section 8, sub. 5.) That is to say, a promise to pay money (which refers to the future) is the coining of money (which refers and appertains to the present. Although the question has not been settled by the Supreme Court of the United States, we are of course bound to follow these decisions in whatever degree they may shock our well-natured and long-cherished convictions. None of them, however, in my opinion, affect the case before us. Paper promises having been substituted as the national currency in the place of gold and silver, the latter have disappeared as currency. They no longer possess the functions of national instruments of exchange, and they have become, whatever may be their form, whether in bullion or in coin, merely articles of commerce, having the same characteristics and being liable to the same legal disposition as other articles of commerce when they are the subject matter of a contract. Therefore, since the passage of the acts of 1862, when a person promises for any valid consideration to return gold or silver, instead of the national currency, he is bound to return those specific things, precisely as he would be bound to return a specific quantity and quality of cotton if he had promised to do so for a valid consideration. There can be no possible difference. The fact that the one commodity at a former time constituted the legal currency is no reason why it should be regarded in a different light from other commodities when it is no longer recognized or employed in that capacity. No one would hesitate for a moment to declare what the obligations of the defendants were if, instead of gold, they borrowed cotton, and promised to return the same commodity of equal quantity and quality; and I presume there would be as little hesitation if, in the present case, instead of indicating the quantity and quality of the gold lent and the gold to be returned, by employing the word "dollars," they mention gold of a specific weight to indicate the quantity and of a certain proportion of alloy or number of carat grains to indicate the quality, or that it should be what in the trade is called jeweller's gold or mosaic gold. But surely the employment of the word "dollars" can make no difference in the face of the manifest intent of the contracted parties. The word was obviously employed merely for the purpose of signifying the quantity and the quality of the article lent and to be returned. At the time of the transaction it was notorious that the word dollar is a paper was a very different thing from what it was in gold; and we all know by sad daily experience that the difference soon greatly increased, and that it is great even now. Thus the defendants promised to do something different from paying an ordinary debt; they promised to return to the plaintiffs gold of the same quantity and quality as that which they received from them; and the character of the promise is, in no respect, altered by their employment of the word "dollars" to designate the quantity and quality, instead of stating the specified weight and specified proportions of alloy or specified carat grains, as they probably would have done if the gold borrowed was in the form of bullion instead of coin. The plaintiffs therefore are entitled to damages for breach of this contract, unless they have expressly or implicitly released the defendants from its obligation.

Second.—Have the plaintiffs done this? The Judge finds, as a matter of fact, that on the 9th of December, 1863, the defendants directed the plaintiffs to write up the bank book, with a view to close their account, having previously found that on the 1st of September, a few minutes after the loan of the gold to the defendants, they delivered to the plaintiffs their check for $10,000; that plaintiffs received the money for said check in legal tender notes; that this check was credited to the defendants in the general account which they kept with the bank, and on closing this account a balance of about $700 was found to be due to defendants, which the plaintiffs paid. He finds, also, that the accounts so settled were made up exclusively of the defendants deposits on one side and the drafts against these deposits on the other, and did not include any charge of gold or premium as sold to the defendants. The check of $10,000 was received as a deposit, like any other deposit and, as we have seen, was credited, like any other, to the defendants. He also finds that after the payment of the balance due to the defendants on the bank account the cashier demanded the return of the gold, and the defendants promised to return it, and that the plaintiffs did not intend by receiving the check for $10,000 to satisfy or discharge the defendants' obligation under the contract by which the gold was borrowed. Consequently there was no release, and if I am right in concluding that the defendants are bound by the contract to return $10,000 in gold the judgment should be reversed and a new trial ordered, costs to abide event.

SUPERIOR COURT—CHAMBERS.

More of the "Black Crook."

John De Pol et al. vs. Augusta Schlke et al.—This case, which was adjourned from Saturday, came on this morning before Judge Jones. It was a motion to dissolve the injunction previously granted, restraining the defendant from dancing at Niblo's. The motion was grounded on a new affidavit by the defendant, in which she avers that she duly performed all the stipulations of the contract on her part, but that the plaintiffs have not paid her therefor. She further alleges that the plaintiffs are insolvent, and that there is now due her the sum of $500. She denies that the other defendants induced her to leave the plaintiff's establishment, and under all the circumstances contends that she has lawfully been released from her contract.

Mr. H. Morange resisted the motion, and read a lengthy affidavit from John De Pol, denying all the allegations contained in the defendant's statement.

The Court reserved judgment.

COURT OF COMMON PLEAS—CHAMBERS.

Decisions.

This morning Judge Van Voorst delivered judgment in the following cases:—

Harriet E. Christy vs. James S. Libbey.—Judgment for plaintiff on the demurrer, with leave to defendant to answer in twenty days on payment of costs.

Caswell vs. Davis.—Motion to dissolve injunction denied.

CITY INTELLIGENCE.

THE PASSENGERS OF THE RALEIGH.—The steamship Manhattan, from Charleston, arrived here last evening, bringing the following passengers, officers and crew of the steamship Raleigh, burned off that port:—Captain Nathaniel R. Mills, Wm. Welsh, John Sloane, passengers; C. W. Bartlett, first officer; Gordon Young, second officer; N. Boyd, John McDonald, Patrick Harrington, James Penfield, Eugene Ellis, Michael Gibbons, Thomas Brown, Michael Larkin.

TAMMANY HALL GENERAL COMMITTEE.—The closing meeting of the General Committee of Tammany Hall for the year of grace, 1867, was held last evening at Masonic Hall. The regular Chairman, William M. Tweed, presided, and there was a large attendance of the members present. After the disposal of the usual routine business, receiving the reports of the various committees, a call was adopted for a primary election, to be held this evening, between the hours of six and seven, in the several wards for a General Committee, Young Men's General Committee and Ward Committees for the year 1868, with a difference in their organization of an addition in most of the wards of three members, when a vote of thanks to the chairman and secretaries was moved and adopted, and the meeting adjourned *sine die*. The new committee will meet on Thursday evening, January 2, at Tammany Hall, for organization.

THE RECRUITING BUSINESS.—In consequence of the recent order promulgated by General Grant, which elevated the standard and otherwise rendered admission into the regular service a matter of greater difficulty than heretofore, recruiting has been practically stopped. There are now but four recruiting stations in the city, and at these but few recruits are received, though the number of applicants is more than equal to the demand of the service. There is little doubt that Uncle Sam can obtain as much human food for powder as he may require, even though the settlement of the Alabama claims may be entrusted to the "boys in blue."

THE DEPARTMENT OF THE EAST.—It is believed that during General Meade's temporary sojourn in the South as one of the military commanders, the command of this Department will be entrusted to General Thomas W. Sherman. General Meade, however, is expected to return again to his old post in a very short time.

NEW YEAR'S DAY AND THE POLICE.—Superintendent Kennedy has issued General Order No. 522, ordering the whole police force to be on duty to-morrow (New Year's Day), and the Captains to "take such measures as you may deem necessary and sufficient to preserve the peace of your precinct." There is no ambiguity about this order, as all young men who go out on New Year's Day and happen to put themselves outside of too much whiskey will find to their extreme comfort, especially when they wake up at an early hour on the 2d of January, in time to admire the whitewashed walls of the station house cells without the deception of gaslight.

THE RECENT DEATH AT THE FOURTEENTH PRECINCT STATION.—Coroner Wilde yesterday concluded the inquisition in the case of Julius Ladraff, the man who was found dead in a cell at the Spring street police station. The evidence went to show that deceased was found lying on the pavement by an officer, who took him to the station house, where he was committed to a cell. He was found dead the following morning, and a post mortem examination showed that his skull had been fractured. No evidence could be procured to show how the fracture was received, but doubtless it was received in a fall. The jury took this view of the case, and a verdict to that effect was rendered. Deceased was thirty-five years of age, a native of France, and lived at No. 71 Mott street.

FIRE IN WASHINGTON STREET.—Shortly before three o'clock yesterday morning a fire originated in the boarding house 455 Washington street, owned by John Atwell, but from what cause is at present unknown. A number of the occupants of the house made their escape in their nightclothes. The building was a two story and attic frame, with brick front, and shortly after the fire originated the floor joists fell in. A fireman named Thomas McCarty, a member of No. 24 engine, was badly injured by falling from a ladder. Mr. Atwell estimates his loss at about $5,000, including about $1,400 in money and a gold watch. He is insured for $2,000 in the Pacific and $1,500 in the People's Insurance Companies. The roofs of 487 and 483, which were unoccupied, were considerably damaged. No. 481 is occupied by Daniel Kelley as a boarding house; damage by water about $500; insured for $2,000. All the buildings are owned by the Stewart estate. The loss will be about $2,000. Each building is insured for $1,000.

POLICE INTELLIGENCE.

CHARGE OF FALSE PRETENCES.—P. Francis Gill, having an office at No. 15 Cedar street, but living in Troy, who had been arrested by officer Kinney, of the Twenty-sixth precinct, was yesterday arraigned before Justice Hogan, on a charge of false pretences preferred against him by Frank Kinney, doing business at No. 108 Liberty street. The complainant deposed that on or about the 11th inst., Gill called at his office and said he wished to purchase spirits for Mr. "Nat" Wood, of Troy, whom he represented as being a wealthy and responsible man and an officer or director of the Central National Bank, of Troy. Mr. Kinney, believing the representations thus made and having had business transactions previously with Gill, sold and delivered to him spirits to the value of $6,500, in payment for which he received two checks on the Central National Bank, of Troy, one for $2,964 10, and the other for $2,800, purporting to have been drawn by Nat Wood. It is alleged by the complainant that the checks are worthless and have been protested. Mr. Kinney further alleges that Mr. Wood is not a wealthy man, and has no present connection with the Central National Bank, of Troy. The case is still under investigation.

ARREST OF ALLEGED BUTTER THIEVES.—The depredations of butter thieves seem to be rapidly on the increase. On Saturday two or three of this class of offenders were taken into custody, and yesterday four more were arrested and brought before Justice Hogan. James Smith, James Kelly and James Myers were caught at the Erie Buildings, foot of Duane street, having in their possession a tub of butter worth $25, which they had stolen from in front of the store of Messrs. Theodore S. & Flavel H. Doremus. The prisoners attempted to run away, but were pursued and secured by officer McSweeny and Ambrose Felix, employed in the store. Joseph Fraser, as charged, took up a tub of butter from the doorway of the store 68 Pearl street, occupied by Avery B. Putman, and, tossing it into a wagon, drove rapidly away. Fraser was pursued by officer Kleider, of the First precinct, and arrested with the property in his possession. He said two men had employed him to take the butter to Peck slip, but that was too stale an excuse to go down and availed him nothing. The magistrate committed the defendants to the Tombs for trial.

THEFT OF COFFEE FROM A LIGHTER.—Peter Gallagher, recently a night watchman on board a lighter lying off the foot of Thirty-second street, was yesterday arrested by officer Mullin, of the Fourth precinct, on the charge of having stolen eleven bags of coffee, valued at $400, in the care and custody of Edward P. Morris, No. 83 Wall street. Gallagher, in explanation, says that on the night of the 26th inst. three men approached the lighter in a small boat and taking forcible possession of the coffee transferred it from the vessel to their boat and rowed away. He further states that he did all in his power to prevent the theft, and even went so far as to exchange shots with them. Mr. Morris not being satisfied with the explanation determined to prosecute Gallagher for larceny. Justice Hogan committed the accused for trial. Gallagher is thirty-two years of age, was born in Ireland, lives at 26 James street and is a seaman.

ALLEGED THEFT OF MONEY.—Yesterday morning Moritz Buchsbaum, a young man, entered the store of Messrs. Wahn & French, No. 160 Canal street, on some pretended business, and remained about fifteen minutes standing near the money drawer. Soon after he left $60 in Treasury notes was missed from the drawer, and Buchsbaum was naturally suspected of the theft. Officer Dunn, of the Sixth precinct subsequently arrested the accused party and took him before Justice Hogan, where Mr. Wahn appeared and made a complaint against him. The accused was committed to the Tombs for trial in default of bail. Buchsbaum is twenty-one years of age, a native of Poland, lives at 96 Baxter street and is a shoemaker by occupation.

A WOMAN ARRESTED ON SUSPICION.—Kate Smith, a woman thirty-five years of age, was followed into St. Andrew's church in Duane street on Sunday afternoon by officers Dunn and Wooldridge, and being regarded as suspicious they watched her movements in the building. Kate soon left and proceeded to St. Peter's church, Barclay street, but service being over there she walked off and was arrested. On searching her three different parcels of money, one containing $3 60, another $6 50, and the third $8, were found in her possession, she having previously denied having any money about her. Kate also had six handkerchiefs in her pockets. Not being able to satisfactorily account for her possession of the money and handkerchiefs, Justice Hogan committed her to the Tombs for examination.

FELONIOUS ASSAULT.—Margaret Hellman, of No. 137 Bowery, a servant in the family of Theodore Rest, went before Justice Mansfield yesterday and deposed that on the 27th of December she, as was her custom, carried the supper of Mr. Rest to his store, at No. 134 Hester street, and that when about returning to the house he asked her to return at eleven o'clock that night and assist him in closing the store. At the hour named she went back, and when the store was closed Rest locked the door on the inside, turned down the gas, and seizing the complainant—first attempting to prevent her outcries by stuffing a rag and tobacco leaves in her mouth—proceeded to assault her in a felonious manner. She succeeded, however, in getting away from him, and on returning to the house informed the wife of Rest of his conduct towards her. On Rest's return to the house, ascertaining that she had informed his wife of his conduct, he turned complainant out of doors, employing at the same time epithets of a most insulting character towards her. Yesterday afternoon Sergeant Potter, of the Third District Police Court squad, arrested the accused at his place of business in Hester street, and on his being arraigned before his Honor he was held for trial for "indecent assault" on the person of the complainant Hellman.

A GIFT LOTTERY ENTERPRISE SQUELCHED.—On the 15th inst. Stepney Alliston, a native of South Carolina, and until the close of the war a slave in that State, went before Justice Mansfield, presiding at the Third Precinct Police Court, on the 24th inst., and stated that he had been induced to enter a "gift lottery" or "jewelry enterprise" establishment in South street, three doors south of Catharine street, and by various tricks and devices on the part of certain (unknown to him) white men present, such as drawing envelopes with numbers on them, shaking dice and playing "three card monte," succeeded in swindling him out of the sum of $80. A warrant was immediately issued by the Magistrate and Sergeant Potter and officers Chandler and Didway proceeded to the place the complainant alleged he had been induced to enter, but found it closed. Every day since the complaint was entered the vicinity of Catharine and South streets has been visited, but until yesterday morning the "enterprise" has been sealed to vulgar eyes. Yesterday the officers named entered the place, and taking the furniture, stock of pitchers, cups, dice, boxes, envelopes, &c., &c., in charge removed them to the court house, at the same time arresting one Will am Valentine, a "roper in," who begged piteously to be released from custody. Valentine was subsequently discharged, the complainant not identifying him as one of the party who had robbed him.

A DAUGHTER OF ISRAEL INDIGNANT—A SON OF JACOB BREAKS HIS TROTH.—On the 23d of November a fair-haired representative of the German Jew, one Michael White, was introduced by a mutual friend to Lola Diamond, a dark-eyed daughter of the house of Israel, at her residence, No. 62 East Broadway. Within a week from the introduction Dan Cupid shot a dart from his bow at the heart of each, but in neither was that very useful organ seriously lacerated. In their momentary intoxication Lola and Michael concluded that the newly discovered affection—a very young and very tender sprout—would grow rapidly and become an overshadowing tree of love, on whose manifold branches all sorts of sweet marital fruit would blossom and ripen—could best be conserved by their becoming, with the consent of the rabbi and the congregation, husband and wife. Accordingly, on the first of the present month, Lola having, that Michael might be made presentable to her friends, expended $27 for clothing, and besides placed in his pocket twenty-seven other dollars that no one might imagine that he was poor. Next, the credulous little woman expended $30 that her friends invited to witness *kness mahl* (the betrothal, an important Jewish ceremony) might be refreshed. At *kness mahl* the engagement was formally entered into by the "reciprocal" clashing together two saucers, and handing to each of the affianced a piece of the broken ware as indicating that their love for each other should last until the saucers were as sound as previous to their breakage. The preliminaries being thus satisfactorily disposed of, it was agreed the marriage should take place on the 1st of January, but (pardon the quotation)

The schemes o' mice an' men
Gang oft agley.

The ceremony of betrothal concluded, the liquors dispensed, and the clothes and greenbacks presented by the "dark-eyed one," were all very nice—very pleasant, indeed, to Mr. Michael White—he said his name was "Vite"—on the evening of *kness mahl*; but when he arose from his bachelor couch on the morning succeeding, with a hair-splitting headache, the idea of exchanging his gay, Lothario-like condition for that of a steady-going Benedict made the contemplated marriage exceedingly distasteful, and as the day of "the slaughter of the innocents," with him, rapidly approached, the possibility of losing his independence became really unendurable. In his desperation he sat down and wrote a note to his Lola, in which he said he couldn't follow the example of their great ancestor, Isaac, and offer himself as a sacrifice on the altar to please any woman; that, in fact, the times were too hard for him to dance the nuptial jig, symbol in hand, and buy the ring. In conclusion he intimated that the divine charmer, his angel in petticoats, the beloved of his heart, the apple of his eye, his Lola, to consent to a postponement of the marriage until times were better. When Lola read this missive her eyes flashed fire, her anger rose to the bursting point, and pitching her love for the shuffling Michael out at the window she swore, in her own pretty way, that "he shut bay her der monish pack, und ven he dit dat she vood po shatisfied." But "Michael Vite" had not "der monish," which statement on his part induced Lola to smell a tremendously large "mice," and forthwith she put on her hat, her shawl and her furs, and going before Justice Mansfield caused the would-be postponer of her marital joys to be arrested and arraigned for daring to Jew her out of her "monish" and her love at one and the same time.

"What have you to say to the charge?" asked his Honor.

"Val scharge, your vurdship," demanded Mr. "Vite," looking as innocent as a "sucking dove."

"The charge of obtaining money under false pretenses," replied the magistrate.

"Vy, your vurdship," responded the Lothario, "I vill explain do you how——"

"Shudge!" interrupted the "dark-eyed one," "I vill explain de matters. You see he come to me und he say, 'Lola, I lofes you so much as can pe, und I vants you to pe mine frau ever so mooch put I'se poor und I helf not der monish to puy new clofes, und I can't helf der *kness mahl*, und I vants you to lofe me und pe mine frau. Now, then, you take me to der man's und I'll borrow der monish vrom you, und I'll bay you pack, s'help me, Lola.' Ish nod dat sho?"

"Yaw. You sheaks it all right," answered White.

"Den," continued Lola, "I say do him, 'Oh, yes, I lofe you goot, dear Michael, und I vill pe your vife und you shall pe mine husband, and I vill lends you der monish.' Ish nod dat sho?"

"Yaw; you sheaks der druth, s'help me," again replied Michael.

"Und I gif you dwenty-seven tollar vor der clofes, und dwenty-seven tollar vor der packets; und I spent dirty dollar vor der engagement. Ish not dat sho?"

"Yaw, you sheaks it all right," responded, for the third time, the defendant.

"Und you vanted me to leave der place ver I vash vork dis dwo, dree year. Ish nod dat sho?"

"Yaw; you sheaks it all right," said Mr. White meekly.

"Vell, den, you bays me der dwenty-seven tollar vor der clofes, und dwenty-seven tollar vor shendin' monish, und der dirty tollar vor *kness mahl*; und I shall go mit mine vay und you sall go mit your vay, und ve sall pe no more do each oder ash never vash."

"Der ish der clofes at der house, Lola," sighed Michael, looking down with a tear in each eye at the little woman he had swindled out of $84, beside making her heart, for a time, pulsate at an unusually rapid rate; "der monish I have shend. I shwear, s'help me, Lola, I vill marry you ven I pese rich."

"I can't vait sho long ash dat," responded the daughter of Israel; "dat voods pe a long dime."

"Are you ready to pay this woman the money you obtained from her?" demanded the magistrate.

"Shudge, I pese poor, und I vill marry her ven I—"

"Ve prokes der saucers," interrupted Lola, her dark, full and unusually bright eyes suddenly clouding; and so keenly did she feel her disappointment that it required but one soft, reassuring word from the lips of Michael to melt her wrath and bring from the clouds that darkened her eyelids a shower of tears. But the dolt didn't understand the woman, and so the precious moment passed unheeded when forgiveness on her part would have been easy, and indignation resumed its sway. Like Shylock, she demanded that, failing to comply with the letter of the contract, he should abide the consequences.

And so Michael White, unable or unwilling to face the music and too poor to make requital for the impecunious wrong he had done to the complainant, was, in default of bail, locked up for trial (of which there is a strong probability) at the General Sessions for obtaining money by "trick and device" from the complainant.

MUNICIPAL AFFAIRS.

BOARD OF ALDERMEN.

This Board convened yesterday afternoon pursuant to adjournment, and had a short and comparatively uninteresting session. The annual report of the Corporation Attorney was received, ordered to be printed, and laid over. A report was received from the Public Administrator setting forth the titles of cases instituted by that official.

Alderman McGINNIS presented a resolution directing the Comptroller to draw his warrant in favor of William A. Herring, one of the clerks in the Comptroller's office, for $2,500, for "extra" services.

A resolution was also presented donating $500 to George W. Roome for "extra" services and refreshments furnished the Common Council during the year 1867. Some further routine business was rushed through and the Board adjourned to Thursday next, at two P. M. Spectators and outsiders left the chamber, while the members of the Board remained to partake of refreshments and "extra" services.

BOARD OF COUNCILMEN.

Concurrence with the Aldermen in Empowering the Mayor to Grant Liquor Licenses—A Test Case to Be Defended by the Liquor Dealers' Association—Streets to Be Paved with the Nicolson Pavement—Naturalized Citizens to Be Protected Abroad.

The Board met yesterday afternoon, the President, Mr. BRINKMAN, presiding.

THE LICENSE QUESTION.

Shortly after the minutes of the previous meeting were read the report of the Special Committee of the Board of Aldermen, reporting an ordinance in favor of delegating to the Mayor and the Common Council the right to grant tavern and excise licenses, was called up for consideration.

Mr. STRAUSS ROMMES opposed the adoption of the report. He believed that the object of those who favored the ordinance did not seek to benefit the tavern keepers, but it looked to him as if the object of introducing it was to give counsel large fees. It was the duty of the Board to stop further quarrelling between the Common Council and the Legislature. The proposed ordinance was framed under the old Dongan charter, and if some of the laws passed under that ancient charter were revived they would appear foolish to us.

Mr. SPACON could not see that the proposed ordinance involved an expenditure of money, except to bring this liquor question before the courts, so that it could be settled. The city of New York had some chartered rights with which the Legislature could not interfere, and he hoped that the necessary steps would be taken to vindicate the rights of this city.

Mr. HENRY BURRAY advocated the adoption of the ordinance, observing that the licenses now paid by the liquor dealers to the Excise Commissioners were wrong from them in such a manner that it was complete robbery.

Mr. FLYNN said that as he understood the matter the object of the ordinance was to give the Mayor the power to grant licenses to two men, who would then be arrested for an alleged violation of the Excise law, whereupon the Liquor Dealers' Association would assume all the expense of conducting the suit in the courts to test the rights of the citizens of New York.

Mr. GILMORE, in the course of his remarks, said that he would like to see beer sold everywhere; that the more liquor was kept from the people the more they were bound to have it, and that it was a well known fact that since Horace Greeley became the President of the Anti-Gambling Society vice was fearfully on the increase. He hoped the liquor dealers would fight the Excise Commissioners, for every day they held power it was a usurpation upon the rights of the city.

The Board also concurred with the Aldermen in adopting resolutions to rebuild pier 47 North river, and directing the purchase of a certified copy of the Harbor Commissioner's map showing the various lines of bulkhead, and appropriating the sum of three thousand dollars for its purchase.

STREETS TO BE PAVED WITH THE NICOLSON PAVEMENT.

Rector street, from Broadway to Hudson river; Washington place, from Broadway to University place; Murray street, from Broadway to West street; Twenty-fourth street, from Broadway to Sixth avenue; Liberty street; Bridge street; Pearl street, commencing at Wall street and extending one block to Hanover street; New street.

PROTECTION TO NATURALIZED CITIZENS.

The Committee on National Affairs, to whom was referred the communication from the Mayor, respecting naturalized citizens abroad, together with the resolutions passed by the other Board, calling upon the State and city authorities to protect our citizens abroad, reported in favor of the resolutions.

Mr. W. R. ROBERTS made a few remarks in favor of immediate action by the Common Council upon this important measure. He cited instances where naturalized American citizens went to Ireland and were unlawfully imprisoned, and where some of our citizens on visiting Germany were impressed into the army. The Board concurred in the adoption of the resolutions.

After the adoption of a few unimportant papers the Board adjourned till Thursday afternoon.

BOARD OF SUPERVISORS.

A Short Session and a Lively One.

This Board convened yesterday at noon, pursuant to adjournment, and in a very few minutes managed to dispose of several documents of no general public importance, chiefly relating to the remission of taxes erroneously assessed. The resolution laid over from the previous meeting donating $500 each to two of the clerks and $250 to each of the other clerks in the Mayor's office was taken up and passed. A resolution was adopted directing the Comptroller to pay to the widow of Conrad Swackhammer the amount of salary accruing for November to the office of Deputy Tax Commissioner, held by her husband at the time of his demise. The business was rushed through, as usual, under the workings of the maxim "silence gives consent," and then the room was cleared for a "secret session." The members lighted their cigars, settled in their chairs or amused themselves by shooting at the spittoons, while a clerk stood outside the door to prevent any persons entering the room. The subject under discussion was in all probability the appointment of some particular satellites of the "ring" to the positions of TAX Commissioners, rendered vacant by the decision of the Supreme Court against the Commissioners at present acting under the appointment of Governor Fenton.

BOARD OF EDUCATION.

The closing meeting of this Board for the year 1867 was held yesterday evening at the hall of the Board of Education, Grand street, corner of Elm, and, although the session was longer than the sessions of the Board generally are it was marked by a spirit of gentlemanliness and decorum perfectly refreshing when compared with meetings of the local boards at the City Hall.

After the transaction of some unimportant routine business a communication from the Mayor was read, in which Stanton Littlefield was nominated for inspector in the Sixth district, in lieu of Thomas J. Hall, resigned. The matter was referred to the appropriate committee, subsequently reported on favorably and accepted by a unanimous vote of the Board.

A very spicy and pertinent letter from Commissioner S. Weir Roosevelt, on his retirement from the Board, was read, and, on motion, entered at length on the minutes.

A series of resolutions adopted by the Eclectic Medical Society at a late meeting, regarding the vaccination of the children attending the public schools was read. These resolutions have already been fully published in the principal papers. They recommend chiefly that the parents or guardians of the pupils should be the only persons to direct the vaccination of the children. The communication was, on motion, annexed to and made a part of the report of the committee having charge of the subject of vaccination in the schools.

The report of the Finance Committee for the year ending to-day, presented to the Board at this time, shows the