NEW YORK CITY.

THE COURTS.

UNITED STATES CIRCUIT COURT.

Action Against the Postmaster General.

A bill of complaint has been filed in the Clerk's office of the United States Circuit Court by John B. Murray against Alexander W. Randall, Postmaster General. The bill complains that the defendant violated the plaintiff's patent for lamp-post boxes by having the same put up in different cities and towns within the United States without the consent and in defiance of the protest of the plaintiff. Damages are laid at $50,000. The summons and bill were served on the defendant while he was temporarily in this city on Monday last.

UNITED STATES COMMISSIONERS' COURT.

Alleged Fraudulent Bounty Collection and Appropriation.

Before Commissioner Osborn.

James Brady, an ex-Union soldier, member of company A, Eighteenth New York cavalry, made affidavit against J. N. Luckey, claim agent, charging him with collecting his bounty of $100 and appropriating the same, under the following circumstances. Brady gave his claim to L. Brown & Co. to collect. An assignment of the claim, with others, was made by Brown to Lucky. Luckey's name was endorsed by J. F. Graham to a check sent by the Treasury Department for payment of the claim. The check was paid at the Sub-Treasury to the National Bank (Shoe and Leather) in July, 1867, but the amount never reached the proper claimant, who now proceeds against Luckey. The evidence was complicated, the Commissioner ruling that the payment by the Sub-Treasury to the National Bank was irregular, and that the government was still indebted to the claimant, the recovery of the bounty lying with the government against the National Bank. The further hearing was adjourned till the 4th of March next.

SUPREME COURT—CHAMBERS.

The Merchants' Union Express Company's Litigation—The Exchange of Stock and Payment of Assessments Permitted.

Before Judge Ingraham.

Blatchford vs. Merchants' Union Express Company; Ross et al.—This is the suit brought to enjoin the consolidation of the Merchants' Union and American Express companies, and was argued a short time since on a motion for perpetual injunction and receiver.

Judge Ingraham yesterday rendered a decision and opinion in the case, in which he holds that the "authority to amend the articles of association" did not empower the Executive Committee to change the business of the corporation to one entirely different from that for which it was organized, or to terminate the existence of the association and merge it in another. Such proceeding was not contemplated, and to guard against it the stockholders had expressly provided that their consent should be necessary before any such change could be effected. They had no authority by such a consolidation to bring the stockholders under an increased liability for debts of another company and expose them to loss which might not have existed before or which might follow from the introduction of a new company or association, and a surrender to such new company of all the property of the association. After citing some authorities on the question he says:—"Upon this branch of the case I think it is clear that the proposed merger of the company in another without the consent of the stockholders is, as to those who do not agree, utterly beyond the powers of the Executive Committee and Directors, and if the union had not been substantially executed by a transfer of property, and by a large number of the stockholders, it should be enjoined until the final hearing of the case." No benefit would accrue to either party by enjoining them either from the use of property already transferred or the surrender by stockholders of their stock to the new company, and there could be no good reason for so restraining them; but in regard to property not delivered the injunction should be continued and the Directors and Executive Committee should be enjoined from enforcing a compliance with the terms of consolidation on the part of those who are unwilling to become members of the new company, by collecting the assessment on the shares of stock, or in any other manner, until the decision of this case. As to the objection that the American Express Company were not made parties, these proceedings do not interfere with that corporation, their stockholders being free to become members and the company not enjoined from making any desired disposition of its property. Neither was the objection that all the stockholders were not made defendants good. The plaintiff represents one class and the defendant another, and each party may litigate for the benefit of the class they represent. With regard to the appointment of a receiver, that application was based mainly on the misconduct of the Executive Committee, by voting various appropriations to themselves for services. The votes showed very liberal appropriations of the money of the stockholders for the benefit of the committee, in some cases for services prior to the organization of the company. In April, 1868, $500 monthly was voted to each of the committee and others, which in August was increased to $700 monthly, to commence January 1, 1868. In April, 1867, $2,500 was voted to each member as compensation for services rendered. In July, 1867, $25,000 was advanced to Joslyn & Co. to protect the interest of the company from assaults by other express companies, and in September, 1867, a further sum of 40,000. In May, 1867, $5,000 was voted to each member of the committee annually, which was in September reduced to $2,500. In October, 1867, $8,000 was voted to each member of the committee for services in 1866 and 1867 and for services in organizing the company. In December, 1867, to each member of the Executive Committee and the attorney of the company, $50,000 for services prior to the organization of the company in devising ways and means by which the company might be formed, &c., upon the condition that each member would invest the same in the stock of the company. The last resolution was repealed in May, 1868, and the treasurer was directed to cancel the endorsement of the $50,000 on the checks of the Executive Committee in pursuance of the former appropriation. But whether the stock was or was not issued to the Executive Committee under that resolution does not appear. In May, 1868, a loan to C. T. Backus of $20,000, on his notes, for which no cause is stated in the resolution. In November, 1868, a resolution was passed directing the issue to two of the Executive Committee of 750 shares of stock, and to another of 500 shares, in consideration of their returns from the Executive Committe and as compensation for services as promoters and originators of the company, in addition to compensation previously received. These grants were passed by the Executive Committee in their own behalf, and it is claimed by the plaintiff that such resolutions are void, and a receiver necessary to recover back the same for the benefit of the company.

The Court expresses the belief that there is no doubt of the impropriety of this in the present condition of the company, and that there would be no impropriety in deciding in favor of the appointment of a receiver. But the order restraining the original receiver will protect the plaintiff as fully as if a new receiver were appointed, by his being made a party to that suit. For this reason the Judge says he will reserve any order until after the receiver has appeared and answered. The objection that the plaintiff purchased the stock held by him from one who had accepted the terms of the consolidation, is without force, because the plaintiff brings his action for other relief than simply to prevent consolidation. The injunction, therefore, is retained as originally modified, with a further modification, namely, permitting such of the stockholders as so desire to exchange their stock for that of the new company and to pay the assessment thereon, reserving any decision as to the receiver until after the present receiver shall be made a party and filed his answer in this action.

SUPREME COURT—CHAMBERS.

What Constitutes an Eviction—Its Availability as a Defence in an Action Against Sureties.

Before Judge Cardozo.

Herman vs. Duer.—One Mrs. Pillette hired of the plaintiff a furnished mansion in East Fifteenth street last October, and the defendant was surety for the rent. Mrs. Fillette failing to pay the first quarter's rent, an action was brought against her surety, the defendant. They pleaded that the plaintiff had, while building on the adjoining premises, cut off a portion of a bay window, a balcony and a strip of yard, and that these acts amounted to an eviction, in bar to the recovery of the rent and of this action. The plaintiff moved to strike out these allegations as irrelevant—first, because the acts complained of did not amount to an eviction, the tenant having remained in possession the entire term; second, that the surety could not avail himself of the defence, even if good. The Justice rendered a decision as follows:—"The motion must be granted. The matter pleaded is only a trespass; it does not amount to an eviction, and besides is not available to the surety." A. Blumenstiel, for the motion; Requier & Thomson, opposed.

Decisions Rendered.

By Judge Cardozo.

Farron vs. Howard et al.—See memoranda of decision with clerk.

Gaynor vs. Gaynor.—Counsel fee of $300 and alimony of twenty dollars per week ordered, &c.

Leonard vs. Brooks et al.—Reference ordered.

Haselton vs. Haselton.—Application denied.

Isaacs vs. Reavey.—See memoranda of judge's decision.

Herman vs. Duer et al.—Motion must be granted.

By Judge Ingraham.

James W. Blatchford vs. Elmore P. Ross et al.—Motion for injunction modified, and, as modified, granted, and that for receiver reserved until after answer by present receiver.

Church vs. Church.—Memoranda for counsel.

SUPERIOR COURT—TRIAL TERM—PART I.

Action Against an Insurance Company.

Before Judge Monell.

Duncan McCall et al. vs. The Sun Mutual Insurance Company.—The hearing of this case was resumed yesterday. As already stated, the bark Lindo was insured with the Sun Mutual Insurance Company by the plaintiffs in the sum of $10,000. She sailed from Mirimichi to Cape Breton during the month of November, 1864, and was to have proceeded thence to New York. On the voyage she touched at Cow Bay for coal and was wrecked. The plaintiffs insured in their own name for whom it might concern. On the margin of the policy was a provision that the bark should be commanded by a captain holding a certificate from the American Shipmasters' Association. It appeared that the vessel was not so commanded. The plaintiffs alleged that they insured for the benefit of one Carveil. The defence set up by the insurance company averred that the face of the policy expressed the true contract; that the vessel was not commanded by a certified master; that there was a deviation from the terms of the policy in the bark going out of the specified course. The plaintiffs proved the policy. At the conclusion of the testimony the defendant moved for a non-suit, on the ground that the policy could not be varied; secondly, that the deviation was admitted, and, thirdly, that the plaintiffs had shown no interest in the person for whom they claimed to have insured. On the two first points the Court decided there was evidence to go to the jury. The plaintiffs claimed that on the third point no such proof was necessary in cases of this kind. The Court held, however, that such interest must be shown, whereupon, the plaintiffs being surprised at that ruling, a juror was withdrawn, and the case was accordingly adjourned. For plaintiffs, Dean & Butler; for the owner, Robert Mathew; for defendant, J. H. Choate.

COURT OF GENERAL SESSIONS.

Before Recorder Hackett.

SENTENCES.

John McLaughlin, who was indicted for a felonious assault upon his wife, pleaded guilty in December last to an assault with a dangerous weapon with intent to do bodily harm. The City Judge suspended judgment at the time, requiring the defendant, however, to give surety in $1,000 for good behavior for a period of two years. It appears that his conduct toward his wife was such as to induce her to apply to the court for protection. His bondsman gave him up and he was placed at the bar for sentence. The Recorder stated that reliable evidence had been furnished him that McLaughlin married a woman in England in 1859 and deserted her and four children. His Honor sentenced him to the State Prison for four years and six months.

Judgment was suspended in the case of John Williams, who pleaded guilty to an attempt at burglary in the third degree, counsel for the accused having read a number of affidavits establishing good character and showing other mitigating circumstances.

Thomas McMahon, who pleaded guilty on Monday to burglary in the third degree, was sent to the State Prison for one year, he also showing good character.

Andrew Lynch, who pleaded guilty to petit larceny from the person, was sent to the State Prison for five years and six months.

DISCHARGE OF THE GRAND JURY.

The Grand Jury came into court with a number of indictments, and, having finished their business, were discharged. The Recorder thanked them for the extraordinary industry which they had shown in passing upon upwards of 150 complaints that were presented for their consideration.

Subsequently a number of prisoners were discharged, the Grand Jury failing to bring in indictments against them for the want of the requisite proof. After the prisoners who were indicted were arraigned Assistant District Attorney Tweed proceeded to dispose of the cases on the calendar with great despatch.

GRAND LARCENY.

Eliza Morris, who stole a velvet cloak, a set of furs and four dresses from Julia Hanbury, 412 East Eighteenth street, on the 15th inst., pleaded guilty to grand larceny and was sent to the State Prison for two years and six months.

STEALING FROM AN EXPRESS COMPANY.

Charles R. De Forest, who was indicted for stealing a package containing a gold watch, valued at $125, from the Harnden Express Company, on the 16th inst., pleaded guilty to the offence. The package was in transit from New Orleans to A. Burnham, Taunton, Mass. The superintendent of the company interceded for De Forest, who was a clerk in his employ. The Recorder modified the sentence from five to three years' imprisonment in the State Prison.

BURGLARIES.

William Mulvey, Andrew Benton and Edward Scott (boys) who were charged with burglariously entering the premises of John Blacker, 527 West Thirty-third street, and stealing therefrom thirty-five dollars' worth of clothing. The youthful criminals were sent to the House of Refuge.

John Daley pleaded guilty to an attempt at burglary in the third degree. On the 5th of February the office of George W. Thatcher, 25 Pine street, was entered and eleven dollars' worth of gravers' tools stolen. They were found in the possession of the prisoner two weeks afterwards. He was sent to the State Prison for two years and six months.

Margaret Smith was tried and convicted of stealing a watch and chain, valued at sixty-five dollars, from John W. Satterly. She was sent to the Penitentiary for one year.

CALENDAR FOR THURSDAY.

Before Recorder John K. Hackett.

The People vs. Edward Munday, burglary; Peter Miller, burglary; James O'Brien, James Williams, William Lyon, James Robinson, Thomas Smith, James Wilson, Thomas McCormack, James Harris, burglary; Maurice Leonard, John Trimble, burglary; Louis Marshall, grand larceny; James Harford, burglary.

NEW YORK DISTRICT CIVIL COURTS—THIRD DISTRICT.

Difficulties of an "Authoress"—"Puffs" in the Sunday Dispatch.

Before Judge Smith.

Sarah A. Wright vs. Imogene Walton.—The plaintiff in this action is "an authoress," who writes sensational puffs in the weekly papers in glowing language and a rather inflated style on all subjects, but especially those pertaining to millinery and fashionable dressmakers. The paper in which her lucubrations have most prominently appeared is the *Sunday Dispatch*, in which she had a column specially devoted to herself, under the sparkling heading of "Scintillations, or Chat About Trade." It is out of a series of articles in this paper of December 20, 1866, that the present suit grew.

TESTIMONY OF THE PLAINTIFF.

I am an authoress, and in September, 1866, was engaged in writing for the papers in various ways; I had an arrangement with the proprietor of the New York *Dispatch* by which I paid for the use of a column in that paper; at the solicitation of the defendant I wrote and inserted an advertisement in the *Dispatch*; at the time I made the arrangement Mr. Walton, the husband of the defendant, was attending to the store and acting as the agent of Mrs. Walton; he agreed to pay me twenty-five dollars for writing the article in question, and this amount is still due me.

TESTIMONY FOR DEFENCE.

Louis W. Walton testified that he was the husband of the defendant; the defendant is in the millinery business at No. 689 Broadway; I know the plaintiff and have been acquainted with her four years; I employed her on one occasion for my wife to write an article and publish it in the *Sunday Dispatch*; I think it was in the spring of the year 1865; the article was written in accordance with the agreement and paid for at the time; Mrs. Wright called in again in December, 1866, and she wanted us to have a "puff" in the *Dispatch*, and she requested me to show her some flowers; just then Madame Walton came down stairs and I asked her if she wanted a "puff" put in the paper, and she said no; Miss Cook and Miss Miles were present.

MADAME WALTON'S TESTIMONY.

In 1865 I employed Miss Wright to write a "puff" for the *Dispatch* and she was paid for it, and I made no subsequent agreement for the writing of any other article.

Miss Tilly Miles and Miss Delia Cook corroborated the defendant's statement, and Judge Smith, in consequence of the preponderating testimony on the side of the defendant, delivered judgment in her favor.

An Excavation Case.

The Mayor, &c., vs. The West Side and Yonkers Patent Railroad Company.—The suit was brought against the defendants for carelessly leaving open an excavation on the corner of Greenwich and Beach streets, without any barrier or light to protect the public against accidents. The plaintiffs showed by a number of witnesses that on the night of the 15th of November last the excavation had barriers placed only on two sides of it. It was six feet square, and was left in such a condition that passengers or vehicles coming up the street could not help tumbling into it. Defendants' counsel moved to dismiss on the ground that they were acting in pursuance of an act of the Legislature, permitting them to excavate in said streets for the purpose of erecting the road. Judge Smith refused to dismiss on the ground that the corporate authorities of the city of New York exercised a sanitary and police jurisdiction over the streets of the city. Testimony was then taken in behalf of the defence to the effect that on the night in question the excavation was not in the exposed condition stated by the other side; that boys were frequently in the habit of removing the barriers, but when this was discovered they were immediately replaced; that there was no light placed over the excavation that night; that the excavation was not filled up in consequence of application having been made to the Croton Water Department to remove a hydrant on the corner, which the department failed to do.

A policeman was then called in rebuttal, and testified that at one time there were over 100 excavations along the line of this railway and no lights were placed over any of them to warn the public. Judgment for plaintiff in $250.

SIXTH DISTRICT.

Interesting to Boarders and Boarding House Keepers.

Before Judge Lane.

Harriet A. McCready vs. Catharine A. Selleck.—In this case, which was tried a few days since, Judge Lane has delivered the following opinion:—

This is an action for the recovery of personal property belonging to the plaintiff and alleged to be wrongfully detained by the defendant, and consisting of wearing apparel, trunks, bureau, bedstead, bedding, or "things of housekeeping," of the value of $250 and upwards, and which defendant claims to hold as a lien for non-payment of board. The facts were agreed upon by the parties on the trial of this action on February 5, and were as follows:—

The defendant during the year 1867 kept a private boarding house in the city of New York, and within this time the plaintiff's husband engaged board for himself and wife (the plaintiff) with the defendant, on his own credit and individual responsibility. Shortly thereafter, and on taking possession of the apartments hired, the plaintiff brought with her the personal property, the subject matter of this action, and which she owned and had owned in her own right for ten years and upwards, and which was of the value of $250. It was also claimed by the plaintiff, and admitted by the defendant, that no statement of charges (as prescribed by the act of 1867, chap. 677, sec. 2, p. 1,728) was posted as therein prescribed, while the defendant contended that the act was not applicable to keepers of private boarding houses.

The act of the Legislature of 1860, chap. 446, p. 771, provides that keepers of boarding houses shall have the same lien upon "the baggage and effects" of boarders for board to the same extent as innkeepers. Under this act it has been held by the Supreme Court in Kings county (Jones vs. Merrill, 42 Barb., 623) that goods brought upon the premises by a boarder to furnish his room, although belonging to a stranger, gave the boarding house keeper a lien on said goods. I do not think this statute, or the decision referred to, applies to this case. In Jones vs. Merrill the furniture had been loaned to the boarder, who had entered into an express arrangement in writing with the boarding house keeper that the property in question should be the subject of a lien for board. In this case here it is conceded that the credit was given solely to the husband engaging board without any reference to the credit of his wife or her separate estate. She brought her own personal effects with her, and there can be no implication in law that it was intended to hold them liable for the husband's debts. "Being and living with her husband, she could only use this property with him, and by its use no fraud was committed upon the defendant," who had been satisfied with the husband's responsibility, and who had taken him and his wife as boarders upon his individual credit. It is well settled that a wife, by allowing chattels which belong to her to be used by her husband, does not thereby charge them with his debts. (Sherman vs. Elder et al., 24 New York, 381.) The laws of 1848, 1849, 1860 and 1862, as to the separate estate of married women, are so comprehensive in their nature, and the decisions thereupon, from the well known case of Yale vs. Desurer (22 N. Y., p. 450) to the present time, so explicit, that I cannot think that under the facts admitted in this case the defendant can have a lien upon the wife's personal effects for a debt contracted by the husband for board for himself and family. The plaintiff had made no separate agreement for board; and, if she had, she could not be held where there was no intent apparent to charge her separate estate. (White vs. Story, 43 Barb., 124.) If these views are correct, it is unnecessary to consider the effect of the act of the Legislature of 1867 relative to hotel keepers, &c. (Chaps. 677 and 1,723.) Judgment must, therefore, be for the plaintiff for the recovery of the possession of the articles in question of the value of $250.

FIRST DISTRICT.

Before Judge Quinn.

In the Case of Ward vs. O'Donnell, already reported in the HERALD, the Judge decided that the order given by Owens & Keegan upon the fund in the hands of the defendant operated, upon being presented to the defendant, before the acquired title to Owens & Keegan's draught as an equitable assignment, and the Justice therefore decided for the plaintiff and dismissed the counter claim of defendant.

COURT CALENDAR—THIS DAY.

SUPREME COURT—CHAMBERS.—No. 149.

MARINE COURT—GENERAL TERM.—Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18.

COURT OF GENERAL SESSIONS.—Before Recorder Hackett.—The People vs. Edward Munday, burglary; Peter Miller, burglary; James O'Brien, James Williams, William Lyon, James Robinson, Thomas Smith, James Wilson, Thomas McCormack, James Harris, burglary; Maurice Leonard, John Trimble, burglary; Louis Marshall, grand larceny; James Harford, burglary.

CITY INTELLIGENCE.

THE WEATHER YESTERDAY.—The following record will show the changes in the temperature for the past twenty-four hours, as indicated by the thermometer at Hudnut's pharmacy, HERALD Building, Broadway, corner of Ann street:—

3 A. M.	30	3 P. M.	39
6 A. M.	29	6 P. M.	33
9 A. M.	32	9 P. M.	34
12 M.	36	12 P. M.	34

Average temperature 33¾
Average temperature for Tuesday 40¾

FOUND DROWNED.—The body of an unknown man was yesterday found floating in the dock foot of Houston street, North river, and made fast to await an inquest by Coroner Schirmer, who was notified.

SERIOUS RESULT OF WRESTLING.—Yesterday morning Edward Sweeney, of No. 145 West Thirty-ninth street, broke a leg while wrestling with a companion on the corner of Seventh avenue and Thirty-ninth street. Taken to Bellevue Hospital.

ACCIDENT ON A FERRYBOAT.—Henry Peters, aged nine years, living on Eighteenth street, Brooklyn, yesterday morning fell between the ferryboat New York and the bridge, had a leg badly crushed and his skull so badly fractured that his recovery is doubtful. He now lies at Bellevue Hospital in a critical condition.

FIRE ON BROAD STREET.—At eleven o'clock yesterday morning a fire occurred, by the boiling over of some roofing paint, in the basement of No. 60 Broad street, occupied by Smith, White & Wood as a stove and tinware establishment. The damage was $700 on stock and $200 on building. Stock insured fully in the Niagara Insurance Company.

FATAL HATCHWAY CASUALTY.—Yesterday morning a man named Michael Murphy fell through the hatchway, from the fifth floor to the cellar, of premises No. 63 Beekman street, occupied by Messrs. Farmer, Little & Co., type founders, and was so terribly injured that death subsequently ensued at the New York Hospital, whither he had been conveyed. Deceased lived on the corner of Water and Main streets, Brooklyn. An inquest will be held on the body to-day. Deceased was in search of employment at the time of his death.

OLD PUBLIC SCHOOL NO. 7.—The members of the ninth class of this school, from 1830 to 1835, will hold a meeting at the school house, Chrystie street, near Canal street, to-morrow afternoon, for the purpose of forming a class association. Among the list of names belonging to the class are those of many leading citizens:—Daniel Henry and Alonzo Slote, Stephen Allaire, Joseph H. Tooker, Oscar Purdy, G. H. Petrie, Joseph B. Hart, John L. Kipp, Harvey H. Woods, John V. Harriott, W. P. Moss and a number of others, who are desirous of coming together for the purpose of commemorating "boyhood's happy hours."

ACCIDENT TO MANAGER STUART.—Manager William Stuart, formerly the popular proprietor of the Winter Garden and now a gentlemanly cynic of elegant leisure, had the misfortune to slip on the steps of the Manhattan Club on Tuesday night late returning to his home, and badly fractured his ankle bone. He was immediately attended by Dr. Carnochan, who set the break with his usual ready skill, and, the pain having departed, Mr. Stuart has nothing to bemoan now but a temporary seclusion from the gay world of which he is so shining an ornament. No blame whatever is attached to the club.

A SAFE BLOWN OPEN AT THE UNITED STATES MARSHAL'S OFFICE.—There was quite a sensation yesterday occasioned by the report that the United States Marshal's office had been entered by burglars, the safe blown open and valuable papers stolen. On inquiry the matter assumed another aspect, when one of the Marshal's clerks stated that the safe is an old one that has been in the Marshals's office for some time, it originally having been seized on an execution. A few days ago it was sold, with the understanding that it should be opened by the Marshal. There is certainly something very mysterious in the whole affair. Why the safe should be blown open (or almost destroyed, as is really the case, for the door is nearly all blown to pieces) when a locksmith could have opened it is inexplicable.

POLICE INTELLIGENCE.

CRUELTY TO ANIMALS.—Michael Farrell was arrested by officer Van Riper, of the Fifth precinct, for driving a horse attached to a wagon on pier 43 North river, the horse having been hipped and lame, and, in the opinion of the officer, totally unfit for service. Justice Hogan required the defendant to give bail to answer the complaint before the Court of Special Sessions.

LARCENY OF PISTOLS.—Officer Schaffer, of the Seventeenth precinct police, took a young man named Edward Burns before Justice Mansfield, at Essex Market Police Court, yesterday, on a charge of grand larceny. From the statement of the complainant, John Wagner, of 46 avenue A, it appears that the officer saw the prisoner and two others break a pane of glass out of the complainant's window and remove therefrom six pistols, valued at thirty-nine dollars. Burns was held to answer at the General Sessions.

HIGHWAY ROBBERY.—A young man named John Calden was taken before Justice Mansfield, at the Essex Market Police Court, yesterday afternoon, on a charge of highway robbery. The complainant, Michael J. Sweeney, deposed that the prisoner, in company with two other fellows, set upon him in Water street, near Jackson, knocked him down and then stole from him two bags of flour of the value of three dollars. Calden's companions escaped, but he was captured by an officer. The Justice held him for trial at General Sessions.

ROBBERY IN BAXTER STREET.—Shortly before twelve o'clock on Tuesday night William Ellis, a patron of the Putnam House, Twenty-seventh street and Fourth avenue, while passing through a dark hallway of premises No. 40 Baxter street, was tripped by some parties to him unknown, and fell heavily upon the floor. While prostrate and helpless Ellis was brutally kicked by his assailants about the head and body, after which his pockets were rifled of thirty-five dollars United States legal tender and fractional currency notes, and not content with securing all their victim's money the robbers stripped off his coat and hat, with all of which they fled through the hallway to the street, followed by Ellis, who recognized a colored man named Charles Johnson as one of his assailants, and caused his arrest by officer Redmond, of the Sixth precinct. Yesterday morning Johnson, who is twenty-two years of age, a waiter by occupation, and lives at 57 Thompson street, was arraigned before Justice Hogan and committed to the Tombs for trial without bail. Johnson declared his innocence, but refused to sign his name to the formal examination paper. The magistrate sent Ellis to the House of Detention to secure his attendance as a witness.

ROBBERY IN CHAMBERS STREET.—Owen Sullivan, who lives at No. 77½ Roosevelt street, yesterday morning at an early hour was in a room of premises No. 68 New Chambers street, with one of the opposite sex, whose name does not appear. While there, it is alleged, Harry Ames, a painter, twenty-eight years of age, entered the apartment, and seizing Sullivan by the throat with one hand, held him fast, while with the other, it is charged, he stole fifteen dollars in legal tender notes from his pantaloons pocket. The enraged and ferocious Harry then ejected Sullivan from the room and facilitated his progress down a flight of stone steps by a forcible application of shoe leather. Sullivan, not relishing such treatment, particularly as he was not conscious of having done anything to merit it, sought officer Kennedy, of the Fourth precinct, to whom he related his grievances. The officer, hearing that Ames was still in the house, gained admittance and finding the alleged assailant and robber took him to the Oak street police station for the remainder of the night. Yesterday Sullivan appeared before Judge Hogan, at the Tombs, and entered a charge of robbery against Ames, who was committed for trial, bail being refused. He is a native of this State, lives in the city and says he is not guilty of the robbery.

THE NEW STEAMSHIP INDIA.

The Latest Addition to the Anchor Line—Her Dimensions, Machinery, Accommodations, Appointments and Officers.

The new steamship India, the latest addition to the ocean fleet of the Anchor line, hence to Glasgow, arrived at this port yesterday, and is now discharging her large cargo at the company's dock, foot of pier No. 20 North river. This superb vessel, one of the largest of the line, has strength, plenty of room and appointments of elegance and refinement pervading it throughout. It is a naval architectural creation reflecting credit on all connected with her erection, from they who laid down the lines of its model even to the plastic hands that finished its decorations. The india is of iron, bark rigged, and built by Messrs. William Simons & Co., of Renfrew, last year, being launched the 2d of July, 1868. Her length on deck is 315 feet 6 inches, and over all 330 feet 2 inches. She has a breadth of beam of 38 feet, a depth of hold of 22 feet 4 inches, a load draught of 20 feet 6 inches, and is 2,500 tons burden British measurement. She has three decks, the depth between them respectively being 7 feet 6 inches. Upon each of these decks are iron plate stringers of large size and thickness tending to materially strengthen them. The hull of this vessel is of wrought iron plates 1¼ inches in thickness on her bottom, which decreases but three-eights of an inch in any portion of her. Her floors are of double angle iron, of more than ordinary width and thickness, and her plates are to a great extent double riveted. She is fitted with six watertight bulkheads, which are of iron, one-half and five-eighths of an inch in thickness from engine room to after hold. Water tanks are placed in this vessel of more than usual size, there being five capable of containing 4,000 gallons each, and the apparatus for the condensation of this has a capacity of 300 gallons and upward every twenty-four hours. The steering gear of this vessel has all the modern improvements, and possesses the great strength that should be given to apparatus of this character. Properly rigged, one-half being provided with improved lowering apparatus, are six lifeboats hanging over the upper deck.

The machinery of the India, in both character and construction, is worthy of commendation. She is fitted with compound direct-acting engines, having four cylinders—two being of seventy-two inches in diameter, and two thirty-six inches in diameter—with a stroke of piston of three feet. These engines, during the voyage just ended, worked admirably; but as soon as the journals and other parts are smoothly worn, as with all new machinery, an improvement will be readily observed. Her propeller, of iron, has four blades, a diameter of 19 feet and a pitch of 22 feet 6 inches. Her boilers are two in number and of the tubular description. They are placed fore and aft in the vessel, are fitted with twelve furnaces and their shells are of five-eighths inch iron. In the generation of steam they have given great satisfaction. Besides these facts of importance regarding the machinery there are steam pumps, fire pumps, steam hoisting apparatus and all else that vessels of this character and service require in abundance.

The India has accommodations for 120 cabin and about 675 steerage passengers. The state rooms of the former are, indeed, roomy, comfortable, and almost luxurious. Convenience and comfort are everywhere. These rooms open into each other and can be used *en suite* if necessary, and, opening from the saloon, the arrangement cannot be easily surpassed. In each of these apartments are sofas, covered with claret velvet plush, berths of large size, and velvet carpets, of excellent design. Between each is situated a toilet stand—another arrangement of utility and good taste. The saloon, fully ninety feet in length, is fitted with all the conveniences that could be easily thought of; and in the matter of richness and splendor is seldom surpassed in ocean steamships. Its sides are of maple, painted white, with a gold bead running at top and bottom and along the panels. In the matter of upholstery, beauty, comfort and luxury also abound. Large mirrors, elegant marble top sideboards, lounges, sofas and arm chairs are in profusion. The after part of the saloon is provided with an elegant piano, of exquisite tone, and when the lady passengers cannot pass the hours merrily away with music they can repair to the library, and in the perusal of choice books, as pleasant companions, be contented. This portion of the vessel is, as indeed are all others, noted for its excellent ventilation and appearance of cheerfulness.

The conveniences for the comfort and safety of the steerage passengers are also worthy of especial mention. The steerage is large, airy, easily reached, and is fitted with all that not only the stringent laws of the United States and Great Britain require, but with an abundance of everything that can decrease the annoyances to this class of passengers of an ocean voyage.

The India, in a word, is a good seagoing vessel, a model of naval architecture and a credit to the Anchor line. The following is a list of her officers:—Captain, Robert D. Munroe; First Officer, William Johnson; Second Officer, William Davis; Third Officer, John Palmer; Purser, Alexander McArthur; Surgeon, Bruce Barclay; Chief Engineer, Archibald Sinclair; Second Engineer, Adam Laurie; Third Engineer, James Cameron.

MAYOR'S OFFICE.

The New Way of Pawnbroking.

Some few days ago Mr. L. Swartz, doing business as a pawnbroker at No. 588 Third avenue, was brought before Marshal Tooker, charged with complicity in a fraud. The gentleman by whom the complaint was made had purchased a pawn ticket for a watch from a young man who pleaded poverty. He then paid to Swartz the amount of the pledge, seven dollars, and in addition sixty-three cents for interest. As soon as he received the watch he saw that it was worthless and offered to put it in pawn again for half the amount he had paid for it; but Swartz would not take it back at any price. The complainant thinking, therefore, that the pawnbroker was in league with the needy young man, had him arraigned before Marshal Tooker at the Mayor's office, where, from Swartz's own story, it appeared he knew the young man who pawned the watch. The Marshal ordered him to refund the money and take back the watch so that the matter might stand as it did before the complainant procured the watch. This Swartz positively refused to do. He was allowed until yesterday to do as directed or suffer the penalty of having his license revoked. He appeared yesterday and offered to pay the complainant half the amount, as he at first requested. The Marshal would not permit the compromise to be made, and as Swartz was quite bold about the affair, and persisted in refusing to do as ordered by the Marshal, his license was revoked.

A complaint of a similar nature was made against Gabriel Prager, pawnbroker at No. 399 Broome street. In this case the complainant had purchased a ticket for a gold watch on pledge at Prager's establishment for six dollars. Before redeeming the watch, he says, he asked Prager if it was gold. He was assured that it was, and he thereupon paid twenty-six dollars for the watch. He soon ascertained that it was not gold and offered to pledge it again for fifteen dollars, but Prager would not make any advance on it whatever. The matter was laid before Marshal Tooker, and the further hearing of the case was set down for Friday next.

Several complaints were made yesterday against hackmen, cartmen and others for various infringements or violations of corporation ordinances, which were disposed of by imposing fines on the delinquents.

AUCTION SALE OF COAL.

Further Decline in Prices—Comparative Statement.

The Delaware, Lackawanna and Western Railroad Company yesterday sold 80,000 tons of Scranton coal at auction. The attendance was large, including many Eastern buyers. There was a decline in prices on all sizes except lump. On stove coal there was a falling off of about $1 70 a ton, and on chestnut eighty cents. Dealers believe that the lowest point of the market has now been reached. The following prices were obtained at the sale, together with the October sale, which was the highest rates of the season were reached:

	Oct. 28.	Jan. 22.	Jan. 26.
Lump	$5 67½ a $5 90	$4 10 a $4 37½	$4 25 a $4 40
Steamboat	5 75 a 5 95	4 50 a 4 82½	4 30 a 4 37½
Grate	6 32½ a 6 47½	4 75 a 4 85	4 32½ a 4 45
Egg	7 57½ a 7 92½	4 55 a 4 70	4 20 a 4 30
Stove	7 05 a 7 20	6 25 a 6 42½	4 50 a 4 60
Chestnut	6 10 a 6 40	4 52½ a 4 60	3 72½ a 3 82

THEATRICAL.

The massacre of the innocents by the relentless blond beauties rages yet at Niblo's with unabated violence. The little darlings trimmed in white ties and sacrificial ribbons, are nightly smothered in a bed of roses. Miss Lisa Weber boasts the greatest number of scalps, and time only swells the roster of her victims. On last Thursday night a towering model of Bunker Hill monument, commemorating in floral beauty the never-to-be-forgotten and glorious era of republican triumph when first the Yankee blue soared above the British red was precipitated upon the stage in all the gorgeous grandeur of the horticultural art. This tower of variegated beauty required three well-grown boys to land it safely on the stage above the proscenium box, after which the blushing youths shrank modestly back into the darkest recesses of their box and were seen no more. Two sturdy supes were needed to drag it to the wings. Its subsequent fate is not definitely known; but it is a perfumed reality that the street cars running in the rear of Niblo's have rolled o'er roses ever since, even as the conquering Washington trampled, with his horse's hoofs, on pinks, pansies, and posies in his triumphal passage of Trenton. The delicate offering of these infatuated babes cost one hundred and fifty dollars, and would have gone far towards providing the lively and lovely recipient with gloves, buffalo robes, and flannel petticoats to assuage the inclemency of the roaring month of March now coming down upon us. But the same imperial contempt of cost which filled the sensuous soul of the voluptuous Cleopatra, when that "glorious sorceress of the Nile" dissolved her priceless pearl in wine to drink the health of kingly Antony, and the identical devouring devotion which prompted the passionate Montecchi to drink the deadly draught of the Mantuan apothecary at forty ducats a vial to the memory of his lost love, inspires these adoring adolescents to scatter with prodigal paws the treasure of their hearts and purses at the feet of blonde beauty as carelessly as a pet monkey would shower around a casket of the Esterhazy diamonds, if those costly gems were left within its senseless but amusing reach. This princely extravagance of our young republicans, unequalled save in the rich capital of Russia, where the pursed and jewelled Boyardis smother Patti in camelias, will awaken the enthusiasm of all England, where there still remain a few golden hatred houris to delight the souls of British apprentices. The age of chivalry is not gone by, although slavery and Cœur de Lion are things of the past, and the vulgar prate of the economist is heard only in the House of Representatives, where each blatant member cries retrenchment on everybody's bill but his own. So, come one, come all, fair cousins, and if Uncle Sam is not rich enough to give you all a farm his numerous nephews are sure to donate you a flower garden if you are pretty, golden-haired and light of heel.

There comes the voice of lamentation over the blue Atlantic. Minnie Hauck has failed in Paris. The Parisians, gay, critical and cruel, tell her to get to a nursery and Albites. This is a natural result of forcing two year olds in song and racing, which is a most pernicious custom, and must deteriorate the race.

The "Ticket-of-Leave Man" will be the succeeding novelty at Wood's, where burlesque has been essentially run to earth. Of course the Florences will assume their original parts, with which their names are inseparably associated. Miss Massey will receive a severer test of her histrionic ability in the part of May Edwards, which demands talent of no inconsiderable order. The dashing, handsome Harland, who has been missed from the stage where she won such an enduring popularity, will resume her sway and sceptre as Sam Willoughby. Miss Harland was held in high estimation as a song and dance artiste in the Lydia Thompson troupe, from which it is understood she has seceded permanently, and from the report of those fortunate playgoers who have seen her abroad in the higher walks of the drama, she ought to make herself a leading favorite in our city, where "leading women," or even ladies who can satisfactorily play second "business," are rarely to be found.

The first time John Wilkes Booth played Romeo was to Miss Kate Bateman's Juliet, in Montgomery, Ala. It was an immediate success, and at that period Booth thought seriously of accompanying Miss Bateman to England, which, if carried out, would have saved a