NEW YORK CITY.

THE COURTS.

UNITED STATES CIRCUIT COURT.

Counterfeiting Case.
Before Judge Benedict.

The United States vs. Henry Layton.—The defendant was charged with having in his possession counterfeit fractional currency. There being no evidence to show that the accused attempted to pass the money he was discharged.

UNITED STATES COMMISSIONERS' COURT.

Charge Against a Lawyer.
Before Commissioner Shields.

The United States vs. John M. Letts.—In this case the defendant was charged with carrying on the business of a lawyer without paying the special tax required by law. Testimony having been adduced that the defendant had not practised as a lawyer for the last three years the Commissioner ordered his immediate release.

The Alleged Weighmaster Frauds.

The United States vs. Frank Webb.—The hearing of this case was resumed yesterday. The defendant is charged with conspiracy to defraud the United States by co-operating with his principal in making fraudulent pay rolls.

Charles M. Buell testified that in July, 1869, he was employed as a laborer under General Eagan in the weigher's department, from pier 21 to pier 51 East river; there were about twenty others employed there in a similar capacity; the defendant was employed as foreman; there was no man called Joseph Navine employed there at that time; saw a man there named J. H. Jenkins, but he was not employed in the weigher's department; Jenkins wrote letters in General Eagan's private office; L. Morrissey was not employed there; the laborers were scattered from pier 51 to Grand street; witness made it his business to find out who was employed there; C. Hovey was not employed; knew Morrissey, Jenkins, Costello and Hovey by sight; Edwin Wilkes was employed as assistant foreman.

Cross-examined—The defendant was present when General Eagan employed me; General Eagan said I would be taken care of; I received payment for the time I worked, but was not present when General Eagan employed any one else; sometimes I took charge of a gang of men, and occasionally had charge of coal; the men were divided into one, two and three gangs.

Q. How do you know that while you were at work at pier No. 51 these men that you have stated were not employed were not at work elsewhere in the district? A. Because I would know what gangs of men were out and to work and who they were.

The witness further testified that he knew the men who were at work, because he would become acquainted with a stray man in twenty-six hours after he went to work; saw Webb get money to pay off the men; saw Hovey and Costello in Eagan's office; did not see Costello and Hovey getting their pay; Webb kept the time.

The case was further adjourned.

Alleged Illicit Removal of Whiskey.

The United States vs. James and Michael Lynch.—The defendants were charged with the illicit removal of whiskey and with not keeping a correct account of their sales. Witnesses were examined yesterday at some length, and the case closed, the defendants being held under bail to await the action of the Grand Jury.

SUPREME COURT—CIRCUIT—PART I.

A Transaction in Erie.
Before Judge Ingraham.

Moses K. Moody vs. James Fisk et als.—The plaintiff in this action brings suit against Messrs. Fisk & Belden for the recovery of a balance of a deposit made in 1865 for the purchase of Erie. The defendants did not appear, and judgment was entered against them for $4,147 36.

Mr. Field, a few moments after this decision, upon an affidavit that the defendant Belden was in attendance before the Grand Jury in reference to the Wall street gold matters, obtained an order to show cause why this inquest should not be set aside with a stay of proceedings.

SUPERIOR COURT—TRIAL TERM.

The Duffy Divorce Case.
Before Judge Jones.

The judgment in this case has been opened by consent of counsel, and an order of reference entered. Five dollars alimony and $150 counsel fee are allowed to Mrs. Duffy during the pendency of the proceedings.

SUPREME COURT—SPECIAL TERM.

The Central Branch Union Pacific Railroad.
Before Judge Barnard.

William L. Chaffin vs. The Central Branch Union Pacific Railroad.—The plaintiff sues for one-fifth of the stock of the defendants, who formerly composed the Atchison and Pike's Peak Railroad Company. The defendants say that plaintiff has parted with or forfeited his right to the stock. The case was on the calendar for Tuesday, and was then called, when an affidavit was presented to the effect that one Manley (who is an important and material witness,) was absent in Europe, and was expected to return in spring, on which statement a postponement was asked. The plaintiff's counsel resisted the motion, and asked leave to contradict the affidavit, and show that it was not made in good faith, which was granted. Yesterday morning plaintiff presented the affidavits of the two brothers of Manley, to the effect that he had been in Europe for two years, and, as far as they were informed and believed, was not coming back in the spring.

The Court took the papers and reserved its decision.

SUPERIOR COURT—CHAMBERS.

The European Life Assurance Company—Important to Policy Holders in the British Commercial Life Insurance Company.
Before Judge Cardozo.

Mooney vs. The British Commercial Life Insurance Company and Others.—The order in the above entitled action has been settled by Judge Cardozo as follows:—

At a special term of the Supreme Court, held at the City Hall, at the city of New York, on the 27th day of October, 1869—present Hon. Albert Cardozo, Justice; George Mooney and Lucinda G. Mooney, his wife, against The British Commercial Life Insurance Company, The British Nation Life Assurance Association, The European Assurance Society, and William Barnes, Superintendent of the Insurance Department of the State of New York—the order to show cause granted therein on the 6th day of October, 1869, coming on to be heard; and on reading and filing the said order, together with the summons and complaint and affidavits of the plaintiffs and Matthew P. Breen, heretofore filed, and on reading and filing the answer of the defendant, William Barnes, the superintendent, as aforesaid, and the affidavit of John Robertson and the stipulation on the part of the corporations, defendants, to reinsure the said plaintiff, and on hearing William D. Booth, of counsel for the plaintiff, in support of said motion, and John K. Porter and William Tracy, of counsel for the several defendants, and Charles A. Rapallo having been heard by courtesy as counsel for certain persons claiming to be policy holders, but who had not come in as parties to this action, in opposition thereto, now, on motion of William D. Booth, attorney for the plaintiff, it is ordered that the appointment of Francis M. Bixby, named in the said order to show cause, as receiver of the estate, property, things in action, debts, equitable interests and other effects of the said defendants, the British Commercial Life Insurance Company, the British National Life Assurance Association and the European Assurance Society, and which belonged to and were held in trust for them or either of them at the time of the commencement of this action, or in which they or either of them had any beneficial interest whatever within the jurisdiction of this court, be and the same hereby is made permanent; and that the said Francis M. Bixby be and he hereby is appointed, continued and confirmed as receiver of all the property, estate and effects as aforesaid, with the usual powers and duties of a receiver according to law and the rules and practice of this court; and the said defendants and they and each of their employes, agents and attorneys are hereby directed to deliver up such property to said receiver. And it is further ordered that the said receiver within five days from the entry of this order file with the clerk of this court a bond, to be approved by one of the justices of this court, with one or more sureties, in the penalty of $50,000, conditioned for the faithful performance of his duties as such receiver. And it is further ordered that the injunction contained in said order to show cause enjoining and restraining the said defendants and each of them and their attorneys, agents and employes from selling or disposing of any of the property or effects of the said British Commercial Life Insurance Company now held by said company, or which has in any manner come into their hands or into their control by or through said company or the British National Life Insurance Association or the European Assurance Society, except to said receiver, and likewise restraining the said defendants from commencing any suit or proceedings with a view of disposing of any such property or effects or doing any other act or thing in any way interfering with, or calculated to interfere with, such property and effects, be and the said injunction is hereby made perpetual, and the said defendants, the said insurance companies, are forever enjoined from doing any business or exercising any of the franchises of the insurance companies within this State. And it is further ordered that the said Francis M. Bixby, receiver, as aforesaid, do forthwith take measures to reinsure each and all of the risks now insured by or under the subsisting policies of the said defendants, the British Commercial Life Insurance Company, or the said other defendants the corporations, within the United States, and which may be registered at the agency of said company or companies in the said city of New York, with some solvent or reputable life insurance company organized and doing business under the laws of this State, upon such terms and conditions as may appear to said receiver to be most advantageous to the interests of such policy holders, and that the said receiver do report his proceedings to that end, with his opinion in the premises, to this court, and, under the directions of this court, reinsure the same with all convenient speed. And it is further ordered that the defendant, William Barnes, superintendent, as aforesaid, upon receiving from said receiver notice in writing that he has effected such reinsurance, and the name of the company in which such reinsurance has been effected, and the amount or cost thereof, do immediately deliver over to such receiver such an amount of the securities which were deposited by the said defendant, the British Commercial Life Insurance Company, and the accumulations thereof as shall be sufficient to pay such sum or sums of money as shall have been agreed upon by said receiver for said reinsurance; and that the receipt of said receiver shall be for such superintendent a full voucher and acquittance for the sum or securities so paid over or delivered. And it is further ordered that the said Francis M. Bixby, receiver as aforesaid, do forthwith present to the defendant Barnes, as superintendent as aforesaid, a statement in writing of the amount of the claims for losses by death which now are or may before such reinsurance is effected be presented to said British Commercial Life Insurance Company or to him as the receiver thereof, and that upon such statement being presented by said receiver that said defendant Barnes, as superintendent as aforesaid, do forthwith deliver or pay over to said receiver, from the said funds or securities and said accumulations thereof such sum or sums of money or securities as shall be sufficient to pay such claims for losses by death, and that the receipt of such receiver for said sums shall be to the said defendant Barnes, superintendent as aforesaid, a full and complete voucher and acquittance for the amounts thereof. And it is further ordered that the said Francis M. Bixby, receiver as aforesaid, be and he hereby is authorized and empowered to sell and dispose of any of such securities received by him from the defendant Barnes, superintendent as aforesaid, and convert the same into money for the purpose of paying the amount of such reinsurance and the claims for losses by death and the other purposes of his trust. And it is further ordered that the defendant Barnes, as such superintendent, at the written request or requests of such receiver, approved by a justice of this court, shall from time to time pay or deliver over to such receiver such sum or sums of money as he shall thereby be requested to pay, or securities representing the amount thereof, out of the funds or securities aforesaid, the same to be applied by said receiver for the purposes of said receivership, or held by said receiver subject to the further order of this Court. And it is further ordered that the said receiver may apply to the Court, at the foot of this order, for further orders or directions in the premises.

Decisions Rendered.
By Judge Cardozo.

United States Life Insurance Company vs. Adams et als.—Motion granted.

Potter vs. Hyman et al.—Default opened; judgment to stand as security, &c.

Phalon vs. Phalon.—The policy of the law is against divorces. The decree should, therefore, be opened, not on the ground of fraud, but because the defendant denies all the charges, and the application to be relieved from the default is speedily made and the default reasonably excused. The defendant may answer in five days.

Fowler et als. vs. Lowenstein, &c.—Motion denied, &c.

Hess et al. vs. Kaufler et als.—Motion denied; ten dollars costs to abide event.

Weith et als. vs. Bank of North Carolina.—Order settled.

Vanderbilt vs Kirwin et al.—Motion granted, with ten dollars costs to abide event.

Preston, Jr., vs. Coleman et als.—Motion granted.

SUPERIOR COURT—TRIAL TERM—PART I.

Action for Personal Injury.
Before Chief Justice Barbour.

Julia Sheehan vs. James M. Edgar.—The plaintiff brought this action to recover damages for having been run over and injured by a grocery wagon, in consequence of which she was confined to her house for the space of six weeks. The complaint was dismissed on the ground that there was not sufficient proof to show that the vehicle belonged to the defendant.

MARINE COURT.

Bounty Case.
Before Judge Gross.

Henry Kober vs. The National Park Bank.—The plaintiff in this action, late a member of the 110th New York Volunteers, applied for his bounty of $100 through a broker in New York city, and a check was received which came into the possession of the Park Bank, with plaintiff's name endorsed thereon, which he swears to be a forgery, and testifies that the check never came into his hands.

Defendant's counsel moved to dismiss the complaint on the ground that it does not appear that plaintiff was the only person of that name in the service.

The Court held that the burden of proof lay with the defendant to show that fact, and rendered judgment for the plaintiff, with costs and allowance.

The check read as follows:—

No. 14,846. WASHINGTON, Sept. 3, 1867.
ASSISTANT TREASURER of the United States, New York:—
Pay to the order of Henry Kober one hundred dollars.
THOMAS H. GARDNER, Paymaster U. S. A.
Endorsement:—Henry Kober, Wm. Riley, Wm. E. Sheldon, J. L. Worth.

The latter signature is that of the cashier of the Park Bank.

SURROGATE'S COURT.

A Novel and Interesting Point.
Before Surrogate Tucker.

In the Matter of the Will of Mary Ann Clark, deceased.—The trial of this cause was commenced on the 21st inst. and resumed on the 26th. At the first hearing the proponent of the will produced the will with the signature of the testatrix obliterated, and proved the original execution of the will, and that it was in the custody of the testatrix from the time of its execution until her death, when it was found carefully laid away in a bureau drawer in a room occupied by the deceased. On this proof the counsel opposing the will moved that probate be denied, on the ground that the above facts established a presumptive revocation of the will. The Surrogate was inclined to receive the will, but allowed the counsel to present authorities on the question on the 26th instant. The counsel opposing the probate cited numerous cases in the courts of England and America of lost and mutilated and obliterated wills, holding that in the case of such wills, when last shown to be or found in the testator's custody, the burden of proof lies on the party offering the will for probate to show that it was not destroyed or revoked by the testator. The Surrogate requested the counsel to argue this question further before him on the 9th of November, when it will come up again.

Mr. Richard M. Harrington and Niles & Bagley for the proponent, and Mr. Joseph A. Welch and Mr. Francis V. S. Olver for the contestants.

COURT CALENDARS—THIS DAY.

OYER AND TERMINER AND SUPREME COURT CIRCUIT.—Part 1.—Before Judge Ingraham. Court opens at half past ten A. M.—Nos. 903, 2091, 2093, 2095, 2097, 2101, 2105, 2107, 2109, 2111, 2115, 2117, 2119, 2123, 2125, 2127, 2129, 2133, 2135, 2137. Part 2.—Before Judge Sutherland. Court opens at half-past ten A. M.—Nos. 1480, 1120, 1434, 1488, 1540, 1316, 1524, 1566, 1570, 1572, 1580, 1198, 498, 564, 1564, 1520, 1562, 1584, 1586, 1588.

SUPREME COURT—SPECIAL TERM.—Before Judge Barnard. Court opens at half-past ten A. M.—Nos. 208, 202, 203, 142, 218, 402.

SUPREME COURT—CHAMBERS.—Held by Judge Cardozo. Call of calendar at eleven A. M.—Nos. 117, 235, 309, 314.

SUPERIOR COURT—TRIAL TERM.—Part 1.—Before Judge Barbour. Court opens at eleven A. M.—Nos. 1057, 1231, 1237, 1249, 1189, 1061, 1255, 1257, 1259, 1261, 1263, 1265, 1267, 1269, 1271.

MARINE COURT—GENERAL TERM.—Before full bench.—Nos. 1 to 13.

CITY INTELLIGENCE.

THE WEATHER YESTERDAY.—The following record will show the changes in the temperature for the past twenty-four hours in comparison with the corresponding day of last year, as indicated by the thermometer at Hushut's Pharmacy, HERALD Building, corner of Ann street:—

	1868.	1869.		1868.	1869.
3 A. M.	50	40	3 P. M.	66	45
6 A. M.	50	38	6 P. M.	60	40
9 A. M.	54	40	9 P. M.	60	40
12 M.	61	44	12 P. M.	58	40

Average temperature yesterday 40¾
Average temperature for corresponding date last year 56½

EXCISE TRIALS.—There were but two cases on the calendar yesterday for trial. The license of Daniel O'Brien, of Classon avenue, Brooklyn, was not revoked, the complaint being dismissed. The case of J. W. Spofford, No. 165 West Houston street, was adjourned.

A WOMAN ASSAULTED.—In the liquor store No. 93 Cherry street yesterday morning Margaret Duffy was struck on the head by Patrick Duffy with a beer measure and very severely wounded. She was attended by a Central Police Office doctor and sent to Bellevue Hospital.

THE ARCTIC TROPHIES.—Captain C. F. Hall, the Arctic explorer, has consigned the furs, skins, horns, &c., which he gathered in his late travels in the Arctic regions to Molton & Co., Nos. 21 and 23 Mercer street, to be sold at auction on Friday next.

LECTURE AT COOPER INSTITUTE.—Rev. Father Corrigan's lecture on "Irish Patriotism" will be delivered to-night at the Cooper Institute. Mayor Hall will preside. The proceeds are for the benefit of Father Mathew's church, in Cork, to which the reverend lecturer is attached.

ACCIDENTS YESTERDAY.—Peter Gleason, a truck driver, aged forty-five years, living in East Twenty-eighth street, fell in Beekman street, his truck passing over him. Sent to Bellevue Hospital. John Tirnon had a leg broken by being jammed between two trucks in Jersey City. Sent to Bellevue Hospital from the Cortlandt street station house.

FREE SCHOOL OF TELEGRAPHY FOR YOUNG MEN.—The trustees of the Cooper Union finding that the free school of telegraphy for young women, established by them last year, is entirely successful, have decided to open a similar school for young men between the ages of seventeen and twenty-two years, beginning on the 1st of November next. Candidates can ascertain the requirements for admission on application to the office of the Cooper Union from nine A. M. till four P. M.

THE ACCIDENT ON THE ERIE RAILWAY.—The officers of the Erie Railway state that the accident which occurred at Susquehanna Tuesday afternoon was not at all serious. No person was injured, nor were the cars wrecked, as stated in some of the morning papers. As soon as the cars could be replaced on the rails the train proceeded, reaching Buffalo entire and in due season, allowing for the unavoidable delay. The trains are running regularly to-day.

EMIGRATION.—The semi-monthly report of the Commissioners of Emigration shows as follows:—Number of emigrants arrived to October 20, 1869, 222,833; Number of emigrants arrived since to October 27, 4,314. Total arrivals to date, 227,147; to same date in 1868, 186,974. Balance in bank January 11, 1869, $8,041; aggregate receipts to October 27, $741,177. Total receipts, $749,218. Disbursements October 20, 1869, $437,894; balance to credit of Commissioners, $311,324.

BILLIARD CONTEST.—Yesterday afternoon Michael Phelan and Edward Cahill measured billiard lances in a friendly contest at the saloon No. 256 Broadway. The game was 300 points up, and was won by Cahill by 75 points. Phelan's largest run was 54, and Cahill's 126. The winner's average was 25 1-3. The character of the play was such that the many notable gentlemen present desired that a second reunion of the like should soon occur.

THE AMERICAN INSTITUTE FAIR.—William B. Richardson, a member of the National Association of Silk Manufacturers, will deliver an interesting address on the silk interests of the country at the exhibition of the American Institute, at eight o'clock this evening. The children of the Aid Society's schools, to the number of 3,000, had a glorious time at the exhibition yesterday, under the care of their superintendent, and their teachers. Their conduct was admirable in all respects. The newsboys will also visit the fair.

A WILD STEER AT LARGE.—Yesterday morning a jolly-minded steer being driven, with others, through the upper part of the city, took it into his head to raid on his own account. Seeking Third avenue, he started at his utmost speed down it in the direction of Ninety-third street, driving all pedestrians indoors and terrifying car horses and drivers. After lifting dogs that made hostile demonstrations upon his nasal organ and slapping policemen in the face with his fly-brush the frolicking animal knocked down an Irishman named Pat Burns and put a fee in the pocket of a medico. Beyond this no damage was done by the steer, which disappeared from view on some of the side streets near Park.

POLICE INTELLIGENCE.

LARCENY OF MONEY.—Detective Butcher, of the Sixteenth precinct, yesterday morning conveyed Bernard Darzinski before Justice Smith at Jefferson Market upon complaint of his employer, Abram Pakscher, of No. 213 West Twenty-first street, charged with stealing thirty dollars in money from him on Tuesday. He denied the charge, but was committed in default of bail to answer.

THE LEATHER MARKET.—A young man named Joseph Alfred was yesterday arraigned before Alderman McQuade, at the Yorkville Police Court, charged with stealing $200 worth of boots and shoes from Alexander Frink, of No. 21 Warren street. It appears that on the 2d of the present month Alfred went to Frink's premises, and representing himself as an expressman obtained forty-seven pairs of boots for a person named Hoffman. Mr. Frink has since ascertained that all the prisoner's statements were untrue. Alfred was locked up to answer.

HEAVY ROBBERY OF BOOTS AND SHOES.—William Stetson was found concealed in the store of Mr. John DeWitt, of No. 72 Murray street, yesterday, on the third floor, and found near him was a barrel of boots and shoes of the value of $113, all of which had been taken from the third floor of the store. Robert Diedrich, of No. 72 Murray street, stated that upon his discovering the prisoner he had him apprehended. He was brought before Judge Dowling, at the Tombs, yesterday afternoon, and committed to answer.

IN THE WRONG HOUSE.—John Glynn, who claims to be a coal heaver, on Tuesday night was found located behind a door in the boarding house of Mrs. Gevat, in West Fourteenth street, by one of the servants, and handed over to the custody of an officer of the Sixteenth precinct, on a charge of being in the house for the purpose of stealing. He was locked up all night, and yesterday morning, upon being arraigned before Justice Smith, acting magistrate at Jefferson Market, no complainant appearing against him, he was committed for examination.

A YOUTHFUL PICKPOCKET.—Officer Vreedenburgh, of the Twenty-ninth precinct, yesterday morning arraigned a boy, thirteen years of age, residing at No. 400 West Twenty-eighth street, named John Andrews, at Jefferson Market, upon complaint of a youth about his own age, named James Pussey, residing at No. 625 Sixth avenue, charged with picking his pocket of six dollars in money while in Wood's Museum on Tuesday night. The youthful complainant stated his mother, who is a washerwoman, gave him the money to spend, but Justice Smith, acting magistrate, surmising he had not come honestly by it committed them both for examination.

BURGLARY BY A NEGRO.—John Forentain, a negro, who is no stranger at the police court, was arraigned before Justice Smith, acting magistrate at Jefferson Market, yesterday morning, by detective Casey, of the Eighth precinct, upon complaint of a negro named John Thomas, residing at No. 107 Thompson street, charged with forcing open the door of his bedroom on Tuesday afternoon and stealing a quantity of wearing apparel, valued at ten dollars, a portion of which was found on his person when arrested by the officer. He admitted the charge and was committed in default of $1,000 bail to answer at the General Sessions. Fontain was released from the City Prison on the day of the burglary, after serving a sentence of twenty days for larceny.

THE HERALD AS A DETECTIVE.

A Notorious Colored Burglar Under Arrest.

In the HERALD of yesterday was published an account of the committal of a negro named John Lane at the Jefferson Market Police Court on a charge of attempting to steal, being found in the house of Mr. Alexander Harding, No. 347 Hudson street, who turns out to be a notorious burglar, having lately practised extensively in Rahway, N. J., and to have been sought for by the officers of that place in vain until the appearance of the article in the HERALD of yesterday.

Yesterday afternoon James L. Bodwell, Chief of Police of Rahway, accompanied by a special, appeared at the prison attached to the Jefferson Market Court and recognized the prisoner as one of a party of three who burglariously entered the dwelling houses of ex-Judge George W. Savage, Dr. George Hoffman, John R. Compton and the store of John V. T. Morse, at Rahway, on the night of September 10, and stole about $800 worth of silverware, jewelry and clothing.

One of the party, named Christian Ivison, alias "Charley Brown," a white man, was arrested on the night of the burglary and informed the police where his accomplices could be found. The police, upon repairing to the place indicated, discovered the party, having in their possession a portion of the stolen property, and attempted to arrest them, but were set upon by the negroes and knocked down. Regaining their feet the officers drew their revolvers and fired at them, without any effect, however, which so frightened them that they took to their heels, leaving behind about $300 worth of the stolen property, since which time no trace of either of them could be found, until Lane was recognized at the prison yesterday, his black accomplice still being at large. Ivison has been indicted by the Grand Jury at Elizabeth, and is now awaiting trial for the offence.

The Chief will apply for a requisition to have Lane delivered to him for the purpose of conveying him to New Jersey.

TOUGH YARN.

Robbery of $2,000 Worth of Cotton—Junk Dealers Turned Cotton Speculators.

At the Tombs Police Court yesterday afternoon the parties implicated in the new form of "cotton speculation" (particulars of which were given in the HERALD of yesterday), were brought before Judge Dowling on the charge of stealing and receiving $2,000 worth of cotton.

The names of the defendants are John Grogan, carman; the head carman, named Durgan; Philip Cantlin and Patrick Cantlin, proprietors of the junk store, Trinity square. The following evidence was taken:—

Hugo Funke said:—I reside at No. 25 William street; on the 25th of October I gave to Nicholas Durgan, one of the defendants, a written order to go to the storehouse No. 102 North Moore street and get twenty-five bales of cotton and cart them and deliver them at the wharf of the Bremen Steamship Company, preparatory to being sent to Europe; that on the next day the cotton was delivered, and he supposed it was all right; about three o'clock on Monday afternoon he received a letter informing him that the bales sent to the wharf contained instead of cotton old ropes, rags and waste paper, and that twelve bales were delivered in that condition; on the receipt of this information he went to the police authorities at Hoboken, and John Grogan, the carman, was arrested, and from what he said two other men were also arrested; Grogan said that he took the twelve bales of cotton to the junk shop of Philip Cantlin and Patrick Cantlin, and which the witness had seen and identified; the original marks were on the bales, and the cotton was the property of Herman Engers, Rudolph Engers, Emile Engers, Adolphe Griethen; the cotton is of the value of $1,500; Grogan said that he took the cotton to Trinity place at the orders of the head carman, and another of the prisoners named Durgan.

James Maher, 49 Summitt street, Brooklyn, proved the delivery of the twelve bales of cotton to Dungan.

William Wilson, of 101 Washington street, Hoboken, stated that as he was wheeling one of the small trucks he put his hook into a bale and found it to contain a quantity of rags, old paper and a thin layer of cotton; he examined the remaining eleven and found them similarly packed.

Officer W. J. McKelvey, of the Twenty-seventh precinct, said that he went to the junk shop of Philip Cantlin and Patrick Cantlin and found the twelve bales; the marks on the bales had been torn off, and he found the pieces that had been torn off in the store.

The prisoners were committed to the General Sessions for trial, and were remanded in custody in default of $5,000 bail.

A NIGHT ADVENTURE.

Robbery of Five Hundred and Eighty Dollars in a Panel House—Capture of Three Panel Thieves—One of the Ubiquitous Allens Up Again.

Yesterday afternoon there was an investigation, in the examination room of the Tombs Police Court, before Judge Dowling, as to a robbery at a house of ill-fame in Howard street. It was a robbery effected by the well known "panel game," and is a kind of swindling poor victims out of their money, for which the Fourteenth ward is obtaining an unenviable fame. The victim is evidently a very respectable man, a stranger in the city, who, having been to the Theatre Comique, was allured by two frail damsels to their room and there victimized, one of the victimizers being the notorious "Mort Allen." It will be remembered that some time ago a gentleman who had the misfortune to resemble "Mort" was shot in mistake for him by a man named Hamilton. Jealousy about a young lady whom "Mort" kept was avowed by Hamilton as being the cause of the firing. This lady paid a visit to the Tombs yesterday afternoon and saw "Mort" in his cell. Hamilton caught sight of her and was very anxious for a little private conversation with her, but she declined the honor. She was afterwards accommodated with a seat in the examination room during the examination of the prisoners, and had frequent confidential communications with Mr. W. F. Howe, who is retained for the defence. The revelations of the amorous proceedings of Mr. Spencer and his two lady loves appeared not to affect in any way the native modesty of this lady. Her countenance maintained throughout the entire investigation that calm repose which stamps the ladies of the *demi-monde*.

Mr. John Spencer, of Hartford, Connecticut, staying at French's Hotel, said he was walking down Broadway, when he met two females, and at their solicitation he accompanied them to their house, No. 14 Howard street, and with them he went into a bedroom in that house and retired with both these ladies. He placed his clothing on a chair in the middle of the room, and after he had been with them a few minutes he heard a rap at the door, and one of the girls arose and said that her "friend" was outside and she did not know what to do. Upon this Spencer put on his clothing hurriedly and went to his hotel. On lookingat the inside pocket of his vest he found that the money was gone, consisting $580 in currency. He went down to the Twenty-sixth precinct and gave information.

Captain Greer detailed officers Wilkinson and Scott, who proceeded to the house on Tuesday morning and were refused admittance; but they burst the door open and found there Martin Allen (brother of Theodore), Henry Jackson and Samuel Mack. On the person of Allen he found $380 in bills, which were identified by Mr. Spencer as his property.

Mr. Spencer was cross-examined by Mr. Howe—I had been to the Theatre Comique on the night I met the ladies; I was perfectly sober when I went with the ladies; I had not counted my money on that day; I had been it during the day; I had tea about six o'clock in Fulton street, and I last saw my money there; I last saw the two bills which I have identified before I left home; one of the bills I had had some time; it was at the bottom of my pocket book; I gave to each lady a single dollar bill; there was a light in the room; within ten minutes of the discovery of my loss I went to the Twenty-sixth precinct station house and gave information; they left ninety dollars in my pocket book, which I found when I got to French's Hotel.

By the Court—I had the money in my vest pocket; as I was passing from the Theatre Comique with the ladies to their home I felt the pocketbook in my pocket, and by the thickness of it I knew the notes were there; the ladies wished me to stay, but I declined at first, but afterwards I went into the house with them; I had been with them about ten minutes when I heard a rap at the door.

Detective Wilkinson said that he made an examination of the premises in which the robbery was committed; I found in the room where the complainant was a bed, a lounge, a chair, a bureau, a looking glass and a few pictures, and a carpet on the floor; we burst the door open; we heard a noise inside, and when we went in there was no one there, and we looked to see where the person was and to see how he escaped; I discovered a door in the partition between the front and the back room; there was no knob or lock on the door, and it did not appear as though there was any opening; when I found it I could scarcely believe there was a door, and I had to look at it again before I was certain.

Martin Allen, in his examination, said he was twenty-six years of age, that he was born in New York, that he resided at the St. Bernard Hotel, and that he was of no occupation.

Henry Jackson said that he was twenty-four years of age, he was born in Louisville, Ky., and that he was a printer.

Samuel Mack said he was twenty-six years of age, he was born in Philadelphia, that he lived at 136 Bleecker street and that he was a printer.

The three prisoners were then fully committed to the General Sessions for trial. Bail was fixed by Judge Dowling in $5,000 for Jackson and Mack, and in $10,000 for Martin Allen. They were removed to the cells in custody.

THE LOST JEWELS.

A Complicated Transaction in Diamonds—A Young Man Charged with the Larceny of Diamonds and Negotiating for Their Return.

Among the prisoners arraigned before Justice Smith, acting magistrate at Jefferson Market, yesterday morning, was a well dressed young man, of genteel appearance, about thirty years of age, named Richard L. Mallon, who claims to be an advertising agent at No. 666 Broadway, who is also presumed, to have a penchant for diamonds, judging from the story narrated by Lida Wood, of No. 31 West Fourth street. Lida charges that on the 18th inst. he stole four diamond rings, one pair of diamond earrings, one gold watch and chain, a silver portemonnaie and seven dollars in money, all valued at $1,027, from her.

Mrs. Wood states that the prisoner and herself boarded with her sister, at the above number, who keeps "furnished rooms" for gentlemen and gentlemen and their wives, and on the morning of the above date the prisoner was in her room. They both left at the same time, she going to the dining room, but she does not know where the prisoner went. She returned to her room a short time afterwards and discovered that her property was gone. The prisoner had an engagement to meet her at three o'clock in the afternoon, but failed to put in an appearance until six, when she informed him of her loss, suspecting he had stolen the property.

Mallon, upon being made acquainted with the facts of the case, advised her to put a Personal in one of the morning papers, offering a reward for the recovery of the property, and penned it himself, offering a reward of $500 to any party who would return the diamonds and jewelry. On the next morning the Personal appeared, and the following reply was received:—

OCTOBER 20, 1869.

What amount will you pay for the recovery of your property? Answer through HERALD Personals. Sign M.

The note was accordingly answered by Miss Wood, stating she would give $200 for the recovery of the property, and the following reply was received:—

OCTOBER 22, 1869.

We will make the terms as easy as possible. You will hear from me on Monday next. At that time we will try and make arrangements for the return of them. On Tuesday we will conclude by what means we will do business.

On the receipt of the second note, which had been addressed to Mallon at his place of business, 666 Broadway, a friend of the latter called upon Miss Wood and asked if she would give $300 for the return of the property, and she informed him she would not, but Mallon himself appearing a few moments afterwards, advised her she had better do it, and she reluctantly consented to do so. On the following day Mallon handed her the following note, which he claimed to have received from the parties who were endeavoring to make the negotiations:—

OCTOBER 25, 1869.

You can get your property for $300. We can dispose of it for $600. If these terms are acceptable we will meet you alone on the open lot at the corner of Forty-third street and Tenth avenue to-morrow night at eleven o'clock. If you come alone all right; if not we will not do any business. If you do not come we will take it for granted that you do not mean to do business.

Upon receipt of the last letter Miss Wood consented to the arrangement and informed Mallon of the fact, who agreed to accompany her; but surmising all was not right she had in the meantime informed detective Butcher of the facts, who promised to lay concealed and arrest the party who returned the property. Leaving a carriage, she and Mallon were on the ground punctually at the time appointed, but no person appearing to make the exchange she became impressed with the idea that he was the thief and called officer Butcher, who took him to the Sixteenth precinct station house and incarcerated him for the balance of the night. On being arraigned at Jefferson Market yesterday morning a complaint was made against him in accordance with the above facts, to which he pleaded not guilty, but was committed for examination.

DESTRUCTIVE FIRE.

Clothing and Printing Establishments Burned—Property Valued at $200,000 Destroyed—Portion of an Old and Sacred Landmark Gone—The Spire of the Old North Dutch Church Demolished.

A very destructive conflagration occurred in this city yesterday morning. About ten minutes past three o'clock the fire broke out in the six story brick building No. 116 Fulton street, occupied by various parties, from which it quickly extended to the neighboring structures, and owing to the light and inflammable materials, with a strong southwest breeze, the fire raged with great fierceness, and the volume of sparks emitted from the burning pile set fire to the steeple of the North Dutch church, situated on Fulton, Ann and William streets. The fire was discovered on the second floor of No. 116 Fulton street, in the premises of Mr. Samuel P. Shardlow, a turner and dealer in ivory, and within a few minutes the building was one mass of flames, presenting a fearfully grand spectacle. The floors of this building were occupied by many business men, who have suffered extensively. The tinder-like nature of the building was such that the fire shot out its living, seething tongues, and after consuming floor after floor guawed its destructive way to buildings Nos. 114, 112, 118, 120, neighboring dwellings, and also into No. 15 Dutch street. The alarm was quickly given and readily responded to. The wind blew so strongly that the firemen at first feared a "bad fire." By their united exertions the flames were for a time checked in the building where first found, but only for a minute or so, as stealing through wall after wall they ate up everything perishable on the right hand and on the left hand. It proved to be one of the most destructive and disastrous fires that has occurred in the down town districts for years. The losses and insurances of the business places are as follows:—

NO. 116 FULTON STREET.

The flames first found in Shardlow's floor, the second, consumed everything that could be burned. His loss, with the building, will reach $50,000. Fully insured, but in what companies could not be ascertained. The first floor, occupied by Messrs. Daniel Close & Co., clothiers, was wholly destroyed. Their loss will be about $25,000; insured for $21,500 in the following companies:—

International	$2,000	United States, Baltim'e	$2,000
Hoffman	2,000	Bowery	2,000
Hope, Providence	2,000	New York Fire	3,000
Beekman	3,000	Lumbermen's, Chicago	2,000
Star	1,500		

The third floor was occupied by Messrs. Clayton, Starr & Lindsay, in business as stereotypers and electrotypers, who find their loss to be $10,000, but fully insured. Part of this floor, with the fourth and fifth, were occupied by Mr. E. Walker, one of the oldest bookbinders in the city. His loss is about $25,000, upon which there is an insurance of two-thirds of that amount.

NO. 114 FULTON STREET.

The first floor was occupied by Mr. John Watkins, dealer in boots and shoes. His loss is about $12,000, and upon his stock he has an insurance as follows:—

Globe	$2,500	Ætna	$2,500
Bowery	1,500	City	1,000
Relief	2,500		

The second floor, occupied by Charles M. Jones, steam printer, also suffered to a great extent, as did the proprietors of the New York City Daily Directory Association. Their losses will be about $2,500 each and are fully insured. This building was owned by Mr. Walker, and is totally consumed. Loss in the neighborhood of $75,000, and is supposed to be insured.

NO. 112 FULTON STREET.

This building was damaged greatly by fire, suffering the most on the first floor, occupied by Messrs. Hawley & Foote, clothiers. Their loss is estimated at $2,500. Insured for $17,500 in the following companies:—

Fireman's Fund	$2,500	Williamsburg City	$2,500
Stuyvesant	2,500	Boston	1,250
Hide and Leather	2,500	Commercial Mutual	2,500
Commercial	1,250	Corn Exchange	2,500

The second floor, occupied by Messrs. Leppratt & Maltby, card engravers, damaged by water about $500; insured for $15,000. The third and fourth floors, used as a manufactory, by Peter Ernenwein, of silk hats, suffered by water fully $500, upon which there is an insurance of $5,000. The building is owned by P. R. Strong; damaged by water about $800; insured.

NOS. 118 AND 120 FULTON STREET.

These two buildings, thrown into one by the giant hand trade, are occupied by Messrs. Treadwell & Jarmain as clothing marts, were damaged by water about $3,000, upon which they have an insurance of $65,000. The buildings are damaged about $1,000, and owned by a gentleman resident in Boston, who has them fully insured.

NO. 15 DUTCH STREET.

The fire communicated to No. 15 Dutch street, in the rear of No. 116 Fulton street, and damaged it considerably. It is occupied by Messrs. James S. Smith & Co., dealers in military goods. Their loss will be about $5,000 on stock and machinery, which is insured for $12,000, as follows:—

Western, Buffalo	$2,500	Ætna, Hartford	$5,000
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