

INSURANCE.

DEPARTMENT OF DUCKS.

THE COURTS.

FINANCIAL AND COMMERCIAL.

The Impenitency of the Great Western Mutual Life Insurance Company.

The Application of State Superintendent of Insurance Miller for a Receiver—The Company Acquiesce—The Motion Argued in Court—A Receiver Appointed and the Affairs of the Company To Be Wound Up.

Yesterday being the day fixed for the return to the order of the Court for the Great Western Mutual Life Insurance Company to show cause why a receiver should not be appointed, Mr. E. L. Meade, on behalf of Superintendent Miller, and Mr. Bird, on behalf of the company, appeared in court. From the remarks of counsel it will be seen that the company's affairs have become so involved that Mr. Miller's interposition on behalf of the policy holders was called for, and, under the circumstances, was most opportune, although perhaps earlier action would have been more desirable. The motion for the appointment of a receiver was not opposed, but, on the contrary, through their counsel, the company acknowledged that the time had come when their affairs should be wound up for the benefit—such as that may be—of all. A receiver was appointed in the person of Mr. Francis M. Bixby—an appointment agreeable to all concerned. While the delay as possible Mr. Bixby, by circular, inform all the policy holders of the company of the state of the affairs, and that their interests will be protected throughout the investigation as far as it may be in the receiver's power to do so.

MR. BIRD'S REMARKS

Your Honor may recall that, on the return day of the order to show cause granted in this proceeding, I appeared here, and, representing the company, desired the adjournment of the trial for at least ten days, and that I then remarked that, if the result of an examination made to make of the company's affairs disclosed the facts that the communication made by the Superintendent of Insurance was in substance correct, I would not object to the appointment of a receiver, and that I would consent to a speedy dissolution and winding up of the company. During the liberal time allowed by the Court such examination has been made, and the result is such that I am glad to say that the Court as one of its officers to admit that our examination has failed to shake in the main the position of the Superintendent of Insurance, and that to the present standing of our company as regards assets and liabilities. Hereafter, however, the Superintendent of Insurance, in order to make a cash asset matters advanced to agents' commissions, amounting, in this case, to the sum of \$50,000, and, in addition, to the putting down of agents' commissions at auction prices, instead of at cost, as heretofore. I am far, however, from contending that the Superintendent of Insurance has acted in an unbecomingly dishonest manner, or that he has acted in a manner which would reflect credit on the Superintendent of Insurance, or that he has acted in a manner which would reflect credit on the Superintendent of Insurance, or that he has acted in a manner which would reflect credit on the Superintendent of Insurance.

The Question of a Tilt—The Floor That Have Bulkheads and What About Them—'What's in a Name?' Well, that old saw don't amount to much in the Department of Public Docks; and as Commissioners Wood and Henry took their places yesterday afternoon at the meeting of the Board the latter pulled his seat far out from the table and began to scribble all over a piece of white paper.

"WHAT'S IN A NAME?" and then muttered, half to himself, "That don't amount to much in the department." Commissioner Wood smiled benignly and nodded a decided negative as Mr. Henry took the paper into little bits and threw them on the floor. The meeting of the Board went on as usual, however, and a great many small arrangements about pier and slips were settled to the Commissioner's satisfaction before the question of what a name amounted to in the department came up again. But when it did come Commissioner Wood, in answer to an inquiry of the Superintendent of Docks, if there was any resolution to be put to the Board, spoke out and said he would move the passage of the resolution to the effect that the Superintendent's title of "superintendent" and "commissioner" should be stricken from his name.

This brought Mr. Henry again to his feet. To take the title of superintendent away from the district gentlemen would deprive them of an honor, and it was not to be done. The Superintendent of Docks, however, argued from the bylaws to show that the Board could not go beyond their regular duties, and that the Superintendent's title and there; but Commissioner Wood moved to suspend the bylaws, so as to get out of the way of the Superintendent's title in his name. So the matter was sent over to the Executive Committee.

The matter of the extension of pier No. 41, East River, was reported by the Executive Committee. As the work could not be done before spring, and would cost when done \$11,500, the report suggested that the title should be on the table. The Board took the suggestion.

THE UNITED STATES HYDROGRAPHIC OFFICE.

Extension of the Fields of Labor of the United States Hydrographic Office. The following petition from many eminent citizens will be presented to Congress in a few days, praying for the establishment of an ancient government hydrographic office:

To His Honorable SENATE AND HOUSE OF REPRESENTATIVES:—After the United States government purchased the plates and the copyright for the books published under the authority of the United States Hydrographic Office at Washington became the only institution in the country to which the mariners and navigators of the United States could look for charts and nautical books necessary for navigation.

The United States Hydrographic Office, in order to free the nation from its dependence on the English charts, and to secure to the United States the benefit of the two of any duration might have serious consequences, and from the blame of not supplying its charts, the general fund of nautical information, should:

First—Provide as speedily as possible correct charts, having the required directions, etc., for our ships, where they are not provided for all parts of the globe.

Second—Propose for and supervise surveys by our vessels, which are now only made for such purposes as American commerce of which there are none or but deficient charts; and

Third—Provide for the collection of all information of interest and of benefit to our shipping in places abroad, such as port regulations, changes, etc., etc., so as to have them on file for reference and to publish them as far as expedient.

The Hydrographic Office, properly constituted, is not only a national institution, but it is one of the most important of the nation; it should, therefore, be at New York, where it is now, and where it can be in intercourse with the officers of the merchant service.

The merchant mariner is the pioneer of the discoverer. They generally find first the unknown dangers of which the world is ignorant. If they could make their reports personally much confusion on the charts, in regard to such dangers, would be avoided, and the world would be a safer place to be better ascertained; besides this, the mariner, if he is to inspect freely the important material necessary for the safe navigation of the world, it will be necessary to have access to all the information which is contained in all books, etc., on matters of navigation published anywhere, would find a store of information for his instruction offered nowhere else to him.

The great marine insurance companies also would be benefited by the means then always at their command to examine thoroughly all the hydrographic material existing in the hands of the world.

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Important Custom House Verdict—The Steward of the Brig Helen O. Phinney Committed for the Maudslayi of "Austrian Jack"—The Fiddes-Murray Litigation—Business in the Court of Oyer and Terminer.

UNITED STATES DISTRICT COURT. Important Customs House Verdict. Before Judge Hatchford. A case had occupied the attention of Judge Hatchford and a jury which will settle a long-voiced question between the Custom House authorities of the port and merchants importing foreign goods to this market. The particulars are as follows:—

During the Collectorship of Augustus Schell numbers of importers in this city were obliged to pay what they deemed an excess of duties, on account of their goods being appraised at figures which, in addition to the market value at the place and date of importation, included transportation charges, inland and coastwise, from the place of manufacture to the vessel on which they were shipped, and also commissions. The importers denied the legal right of the Collector to add these charges and commissions to the price paid for the goods at the place of manufacture or export, in assessing ad valorem duties, and paid the alleged illegal excess under protest, and have since those merchants put their cases in the hands of U. S. District Judge A. Deane Smith, and he brought suit to recover an excess charged, with interest from date of payment, to the price paid for the goods. The government has at last consented to a verdict being rendered in favor of the merchants bringing suit.

The effect of the verdict will be to decide other similar cases, in which the total amount involved is reported to be very large.

UNITED STATES COMMISSIONER'S COURT.

Buying a Dog with a Counterfeit Tea Dollar Bill. Before Commissioner Shields.

The United States vs. John Smith.—The defendant was charged with attempting to pass a counterfeit ten dollar note upon the keeper of a candy store at 477 Third avenue.

The evidence showed that John is a poor, blind peddler; that he was perambulating Chatham street, led by a dog; that he was accosted by a man who "wanted to buy a dog;" the "accoster" fancied John's dog; that he so fancied it that he offered John ten dollars for it, which offer John responded to with enthusiasm; that the note in question was a counterfeit; that it was found by John in a box of goods; that it was then and there arrested, and thus was punished for the crime of passing a counterfeit note.

These facts being established, and it being thus shown that John was sold, instead of being guilty, the court adjourned till next Monday.

The Homicide of Austrian Jack.

Commissioner Shields rendered a decision yesterday in the case of Daniel Leach, who was under examination for the murder of Jack Shields (Austrian Jack), a seaman on the brig Helen O. Phinney, at New York, on the 17th inst.

The Commissioner, after viewing the evidence, held the prisoner on the charge of manslaughter. All the witnesses for the government are now in the House of Detention, awaiting the trial of the case.

COURT OF OYER AND TERMINER.

Brief Session but Brief Amount of Business—Murder Trial Adjourned—Two Trials and Pleas of Guilty and Sentences.

Before Judge Cardozo. The court met at half-past ten o'clock yesterday. There was an unusually large crowd in attendance. The session was brief, but an unusual multiplicity of cases were disposed of and sentences pronounced.

MURDER TRIAL. POSTPONED. The trial of Valentine Riccio, accused of murder, was put off till the second Monday of January, at which time it was set down to be peremptorily tried.

PLEADING GUILTY. Charles Jackson was accused to grand larceny and was released for sentence.

A TENPENCEMAN BENEFIT. Michael McGee was accused of stealing thirty-nine dollars. Patrick McGee, the principal witness, testified that the accused and himself were two of a committee to arrange the preliminaries of a dance for the benefit of Mrs. McGee, the money in question was the proceeds of the Terpalichoren benefit. As the money had never been in the possession of Mrs. McGee, and she was not in the city at the time, the Judge directed an acquittal, on the ground that the defendant had no knowledge of the money, and was not in the city at the time.

Thomas Johnson, alias Francis Rafferty, pleaded guilty to two charges of grand larceny. He was sentenced to the State Prison five years on one charge and George Williams pleaded guilty to an attempt at burglary. He was sentenced to the State Prison two years and a half to State Prison.

James Gillen pleaded guilty to larceny, and was sent to the House of Refuge.

Mary Braden pleaded guilty to larceny from the person. Sentence, six months in the Penitentiary.

Joseph Walsh pleaded guilty to attempt at burglary. He was sentenced to the State Prison two years and a half to State Prison.

SUPREME COURT.

The Fiddes-Murray Reference Case. Before the Referee.

The case of Josephine Fiddes against her husband, Dominick Murray, for divorce and alimony, which has been sent from the Court by Judge Ingraham to a referee to take testimony and report, came up yesterday before Mr. Landon, referee, one of the clerks of the Court. The defendant, Mr. Murray, was in attendance, but not his secreting half, who was prevented from attending by illness. The referee, through sickness, the plea of sickness was fully established by the testimony of her counsel (Mr. Edgerton), and the referee adjourned the case till Wednesday next, at two P. M.

COURT CALENDARS—THIS DAY.

OYER AND TERMINER AND SUPREME COURT CIRCUIT—Part I—Before Judge Cardozo.—No Circuit calendar.

SUPREME COURT CHAMBERS—Held by Judge Ingraham.—Nos. 40, 41, 162.

BROOKLYN COURTS.

Matrimonial Infelicity—An Inmate Husband Denounces His Wife as a Shoplifter and is Imprisoned for Contempt.

Before Judge Thompson. James Kennedy has been imprisoned for some time past for neglecting to pay his wife, Julia ten dollars alimony, and on Friday last his counsel moved for his discharge before Judge Thompson, in the City Court, on the ground that he was unable to pay the fees, and that he would not give his wife anything, as she was a shoplifter. Judge Thompson imposed a fine of \$100 on the defendant, and directed that he be imprisoned to the Kings County Jail and imprisoned until it should be paid.

THE CHARGE OF TARIFF.

Regulations for the Withdrawal of Bonded Merchandise. The following order, of the highest importance to importers, was issued by the Collector of Customs yesterday, in accordance with the act of July 14, 1870:—

To facilitate the adjustment of accounts in the Warehouse Department of this port, and to prevent the withdrawal of goods or public stores on the 1st of January, 1871, the following change of tariff, importers will be required to file in duplicate a statement with the Collector of Customs, on or before the 1st of January, 1871, containing the following information:

1. Name of importer, name of vessel, date of arrival and date of departure.

2. Marks, numbers and description of packages remaining in warehouse, on which duties have been paid, with the amount of such duties.

3. Marks, numbers and description of packages remaining in warehouse for which withdrawal has been made, with the amount of such duties.

4. Name, number and description of packages remaining in warehouse, on which duties have been paid, but which have not been withdrawn, with the amount of such duties.

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The Manager of the Globe Theatre, Boston, Sued for \$5,000.

Managerial Mismanagement—'Fernando, A Story of the Period,' Puts Cheney, of the Globe, and Schonberg, of Wallack's, by the Ears—Who Dramatized 'Fernando'—Mr. Schonberg's Complaint.

An action has just been initiated in the Supreme Court in this city which promises to give the theatrical profession another little sensation in addition to the rather plentiful repertoire in that direction, which has kept actors and actresses on the qui vive of late. The new sensation arises from an action instituted by James Schonberg, stage manager at Wallack's theatre, Boston, in which he claims \$5,000 damages for breach of contract. The complaint sets forth that the plaintiff and defendant entered into a contract by which the former undertook to dramatize and adapt from the French a piece called 'Fernando; or, a Story of the Period,' which the defendant was to produce at his theatre and to pay the plaintiff for the same according to the terms set forth below.

MR. SCHONBERG'S COMPLAINT.

The complaint of the above named plaintiff states:—

That at the time of making the contract hereinbefore mentioned the plaintiff had adapted from the French and dramatized a piece called 'Fernando; or, a Story of the Period,' of which piece one Yonatan Sardon, a native of France, was the author, and had dramatized the same for the purpose of being acted on the stage in the United States, and had called the said piece

'FERNANDO, A STORY OF THE PERIOD,' and written the said play, the property of a theatre at Boston, in the State of Massachusetts, which was then called and known by the public as Selwyn's theatre, Boston.

That the plaintiff, having written and adapted the said piece, and having the same ready for production upon the stage, the above named defendant, James Schonberg, on the 21st day of April, 1870, in consideration that the plaintiff would allow the defendant to act and produce the said piece at Selwyn's theatre, Boston, for public representation, the defendant agreed with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of \$200 for every week that the said piece should be produced and acted at Selwyn's theatre, in Boston, and to further contract and agree with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of \$200 for every week that the said piece should be produced and acted at Selwyn's theatre, in Boston, and to further contract and agree with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of \$200 for every week that the said piece should be produced and acted at Selwyn's theatre, in Boston, and to further contract and agree with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of \$200 for every week that the said piece should be produced and acted at Selwyn's theatre, in Boston, and to further contract and agree with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of \$200 for every week that the said piece should be produced and acted at Selwyn's theatre, in Boston, and to further contract and agree with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of \$200 for every week that the said piece should be produced and acted at Selwyn's theatre, in Boston, and to further contract and agree with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of \$200 for every week that the said piece should be produced and acted at Selwyn's theatre, in Boston, and to further contract and agree with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of \$200 for every week that the said piece should be produced and acted at Selwyn's theatre, in Boston, and to further contract and agree with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of \$200 for every week that the said piece should be produced and acted at Selwyn's theatre, in Boston, and to further contract and agree with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of \$200 for every week that the said piece should be produced and acted at Selwyn's theatre, in Boston, and to further contract and agree with the plaintiff to produce the said play and act and perform the same on the 7th day of May, 1870, at Selwyn's theatre, Boston, and to pay to the plaintiff the sum of \$5,000, and to agree with the plaintiff to pay him the sum of