BOARD OF AUDIT.

Meeting of the Board Yesterday Under the New Law.

Appropriations for Salaries—A Protest Against the Payment for the Water Meters—The Teachers and Employes of the Board of Education Ordered To Be Paid—A Long List of Claims Audited.

A meeting of the Board of Audit was held yesterday afternoon in the Comptroller's office. The attendance of the public was larger than on any previous occasion. Among those present were Coroners Herrman and Young and Justice Fowler. The minutes of the last meeting were read by the Clerk of the Board (Mr. Storrs) and were approved.

THE COMPTROLLER ON THE NEW LAW.

The COMPTROLLER presented a number of claims that had been passed on at previous meetings of the Board for final audit, and they were ordered to be paid. He also submitted a certified copy of the new act passed by the Legislature as to the Board of Audit, which had been brought from Albany by Mr. Commissioner Van Nort, who had kindly gone to Albany to forward the passing of this bill, and to whom the people were greatly indebted for his exertions. To the Legislature was due the thanks of all the city creditors for the promptitude with which they had passed the bill, for its effect would be to greatly facilitate the action of the Board, and therefore expedite the payment of all claims.

POLICE PAY ROLLS.

Commissioner VAN NORT moved the following, which was adopted:—

Resolved, That the pay roll for the Thirty-second precinct of the municipal police for December, 1871, amounting to $8,366 29, and the pay roll for the Seventh precinct of the same department of the city of New York for December, 1871, amounting to $6,498 46, be audited and allowed.

BOARD OF WORKS PAY ROLLS.

Commissioner STEBBINS moved the following, which was adopted:—

Resolved, That the pay rolls for the payment of engineers and assistants of the Storage Reservoir for the month of December, 1871, amounting to $813; pay rolls of engineers and assistants on High Service work at Carmansville for October, amounting to $741 33; for the month of November, 1871, $645 33, and December, $645 33, be audited and ordered to be paid.

PROTEST AS TO WATER METERS.

64 WEST TENTH STREET, NEW YORK, Feb. 8, 1872.

To the BOARD OF AUDIT OF THE CITY OF NEW YORK, or to whom it may concern:—

PROTEST.

I, James Cochrane, citizen and taxpayer, do hereby solemnly swear and protest against a claim in favor of Jose F. Navarro, for brass water meters, for the sum of $285,500, and hereby forbid the payment of that claim on the grounds:—

First—Of frauds in the trial and procuring of the contract.

Second—Of the poisonous qualities of the material of which the meters are constructed (brass).

Third—Of the cost, which is at least three times that at which a better meter can be furnished for.

Fourth—That the only trials had were in secret.

The COMPTROLLER read the above, which was ordered to be laid on the table.

BOARD OF WORKS CLAIMS.

Unpaid pay roll filed in Auditing Bureau, December, 1871.

Street improvement fund—	
Inspectors on pavements, August, September and October	$2,551 50
Inspectors of sewers, August, October, November and December	14,316 00
Inspectors on register and grading	15,599 00
Engineers on Bureau of Sewers	36,934 03
Croton Water Works extension, high service	2,031 99
Croton Water main fund	1,879 96
Croton Water Works extension, storage reservoir, pay roll of Engineers	812 00
Supplies for Cleaning Public Offices—	
Laborers, September, 1871	1,107 00
Free Floating Baths—	
Pay rolls, officers and appointees, August, 1871	1,115 00
Lamps and Gas—	
Lamplighters, &c., October, 1871	226 66
Painters, &c., October, 1871	6,157 00

The above were submitted by the Comptroller, and were ordered to lie over under the rule.

BOARD OF AUDIT CLAIMS.

Statement of claims presented by the Comptroller of New York as chairman of the Board of Apportionment and Audit of the city and county of New York, February 10, 1872:—

Michael Connolly—	
Money advanced for two watchmen in 1871, at $1,200 each	$2,400 00
Money advanced for firemen, 1871	1,000 00
Nine tons of coal at $7 per ton, December 9, 1871	63 00
Total	$3,463 00
John L. Brown—	
Street cleaning, December, 1871	$77,237 50
John Galvin—	
For allowance as Commissioner of Sinking Funds	1,000 00
Charles O. Joline—	
For Clerk as Commissioner of Streets, 1871	833 33
James R. Byrne—	
For bookbinding and materials	238 91
Morris Weiler—	
For witness fees in Court of General Sessions	10 00
Bowne & Co.—	
For bookbinding, December	244 10
Police Life Insurance Fund—	
For the amount of deduction on account of lost time in month of December, 1871, of $2,193.	
Members at $1 each	2,193 00
To fines as provided for	1,767 57
Total	$3,960 57

The above were laid over under the rule.

SALARIES.

List of unpaid salary payment on tax account to December 31, 1871, on file in Auditing Bureau:—

Salaries Legislative Department—	
Clerks Board of Aldermen, September, 1871	$6,274 92
Clerks Board Assistant Aldermen	4,933 28
Aldermen and Clerks, October	11,524 87
Assistant Aldermen and Clerks	11,683 91
Aldermen and Clerks, November	11,524 87
Assistant Aldermen	6,999 93
Clerks Board of Assistant Aldermen	4,833 28
Aldermen and Clerks, December, 1871	11,966 47
Assistant Aldermen	7,000 77
Clerks Board Assistant Aldermen	4,933 28
Salaries Mayor's Office—	
Mayor and clerks, October	3,666 62
Mayor and clerks, November	3,666 62
Mayor and clerks, December	3,666 62
Salaries Department of Public Works—	
Balance of roll for September, 1871	7,313 28
Salaries Department of Buildings—	
Balance of roll for September, 1871	749 99
Superintendent and Inspection—	
October	12,016 54
November	11,191 56
December	8,408 23
Board of Assessors—	
Salaries September to December, 1871	8,722 14
Law Department—	
Richard O'Gorman, to September 30, 1871	4,300 00
Corporation Attorney—	
September to December, 1871	19,800 04
Public Administrator	4,833 28
City Courts—	
Jacob A. Hatzel, Stenographer, Fourth district, August, 1871	166 66
Rolls of Police and Civil Courts—	
September, October, November and December, each	31,893 54
Cleaning markets—	
Sweepers, September to December	8,330 48
Bureau of Taxes—	
Roll of Temporary Clerks—	
September, 1871	1,285 99
October, 1871	1,285 99
November, 1871	1,363 99
December, 1871	1,284 30
Department of Finance—	
Comptroller's Office (incomplete)—	
October, 1871	6,251 05
November, 1871	5,860 01
December, 1871	5,386 28
Balance of Comptroller's Office—	
Roll for September, 1871	1,355 55
Auditing Bureau—	
October, 1871	1,816 64
November, 1871	1,816 64
December, 1871	1,683 31
Bureau of Arrears—	
October to December	5,930 90
October to December	2,783 53
October to December	3,335 23
Office of Receiver of Taxes—	
October	3,817 93
November	3,817 93
December	7,694 13
Clerk of Markets—	
September	1,921 99
October	1,849 90
November	1,622 00
December	1,655 01
Bureau of City Revenue—	
October	2,234 13
November	2,142 30
December	2,257 76
Thomas Dunlap, Collector—	
October	2,404 93
November	1,496 58
December	780 88
Walter Smith, Registrar of Licenses—	
August, 1871	833 33
September	833 33
John J. Bradley, Chamberlain—	
Quarter ending December 31	2,000 00
Daniel Whalen, City Paymaster—	
September to December 31	833 33

The above laid over under the rule.

Board of Public Instruction—	
Salaries and Expenses for the year 1871	$498,399 38
Board of Health—	
Pay rolls, November and December, 1871	34,880 37
Claims, do.	6,911 72

The above were ordered to lie over under the rule.

On motion of Commissioner Stebbins the Board adjourned until three o'clock on Wednesday.

HEAVY EMBEZZLEMENT.

A Clerk Employed by the Lackawanna Railroad Absconding With $10,000 in Currency.

SCRANTON, Pa., Feb. 10, 1872.

John O'Connor, a clerk in the paymaster's office of the Delaware, Lackawanna and Western Railroad Company, in Scranton, Pa., absconded on Friday night with $10,000 of the company's funds. He has been traced to Binghamton, and probably went from there to New York. The amount taken is probably larger than reported. He is a young man and unmarried.

The ten thousand dollars was drawn from the First National Bank at six o'clock last night upon a memorandum check. It is not known whether the bank or railroad company will have to lose it if O'Connor escapes. It is not known whether he took additional funds from the company.

THE CAR HOOK MURDER.

Argument Before the Supreme Court, General Term, Upon the Application of William Foster for a New Trial—Points Urged For and Against the Prisoner—Decision of the Court Reserved.

In the increasing cycle of exciting events that follow in sure and swift succession the track of the whirligig of time all recollection of the atrocious car-hook murder, the scenes and incidents of which as published in the HERALD on the morning of the 27th of April last produced such a startling effect upon the community, are slowly passing from the public memory. Justice, outraged and indignant at such an atrocious homicide, sought speedy avengement. Avery D. Putnam, the victim of the murderous assault, died three days later in St. Luke's Hospital. A Coroner's jury declared that he came to his death through violence at the hands of William Foster. Promptly on the heels of the Coroner's inquisition the Grand Jury found an indictment for murder against Foster. Upon this indictment he was speedily brought to trial in the Court of Oyer and Terminer, convicted of murder in the first degree, and sentenced to be hung on the 14th of July. The public approved the verdict, and justice seemed in a fair way of being satisfied. But, instead of Foster being brought forth for execution on the day appointed, there came the interposition of the law's delays. Judge Pratt granted a stay of proceedings; Governor Hoffman granted a respite. In pursuance of this judicial order Foster was granted a longer lease of life. The argument upon this stay of proceedings—the main question to be decided being whether Foster is to have a new trial or not—was heard yesterday before the Supreme Court, General Term, Judges Ingraham, Barnard and Brady on the bench.

REVIEW OF THE CASE.

Mr. Bartlett, one of the counsel for Foster, made the opening speech on the latter's behalf. He told how Foster, on that unfortunate evening, maddened into complete stupefaction by liquor, got upon a car of the Broadway line to ride up town; how he happened to come in collision with Mr. Putnam, and how, with one blow of the car hook, not knowing what he did, he felled Putnam to the ground, causing injuries which resulted in the latter's death. He urged that Judge Cardozo, who tried him, was himself under a strong excitement from the recent brutal murder of a near connection of his; that there was but one question before the jury, the degree of the offence, and on that question the jury were prejudiced by the Judge's refusal to charge that if the prisoner made the assault with a deadly weapon, with the intent to maim the deceased, but without any intent to effect death, such killing is murder in the second degree, and merely charged that if the jury found "sole intent was to commit an assault and battery upon deceased the resulting death is not more than manslaughter in the first degree." He argued that the intent to break Mr. Putnam's head was an intent to maim, but not to kill, and the Court really took away from the jury the right of so finding, and therefore finding murder in the second degree. He insisted that the facts, severely as they told against the prisoner, were not sufficient upon which to base a conviction of murder in the first degree. He dwelt at considerable length upon the good character of the prisoner. Altogether his remarks only aimed to enlist the sympathies of the court in the prisoner's behalf.

ARGUMENT OF DISTRICT ATTORNEY GARVIN.

Succeeding the remarks of the opening counsel Mr. Garvin, District Attorney, entered upon his argument against the prisoner's application for a new trial and in support of his conviction in the Court of Oyer and Terminer. He referred first to the several special pleas interposed by the prisoner on his arraignment for trial and the demurrers interposed as rejoinders. Finishing up this preliminary branch of his argument he recited the facts. He referred particularly to Foster coming in from the front platform of the car and attempting to take a seat by the side of one of the ladies with Mr. Putnam, which was prevented; how then he took a seat opposite to them and began to jeer at Putnam; how the latter took no notice of this; how Foster asked Putnam how far he was going up, and, receiving no response to this question, got up from his seat, and in an infuriated manner said, "Well, I am going as far as you go, and before you leave this car I'll give you you hell." His closing allusion to the facts of the case was further quoting the words of Foster, "I laid him out. I am the man. Who wants me?" He entered upon the points of his argument. His first point was that this was a case of premeditated murder, and from this he urged that the plan, threats, means used, instrument used, stealthy manner, all indicate a design and intention to kill and murder; his second point was that the form of the indictment has been held sufficient to sustain an indictment for murder in the first degree; the third point, that the Court was properly constituted; the fourth point, that challenge to array for principal cause is without substance; the fifth point, that the attachment for jurors is matter of discretion, that no juror was away by design of his own or that of the prosecution, and that courts cannot wait for absent jurors; the sixth point, that the objection to oath in case of Deloveigh, a juror, is without foundation upon his own challenge; no specification was made of the ground or cause of challenge, whether for principal cause or to the favor; not a word said about triers; the juror was rejected; he could not have been prejudiced; he was rejected on juror's own application; the seventh point, that McSwiggan was properly excluded; the eighth point, that the wife of the prisoner, Jane Foster, called by prisoner, was properly excluded; his ninth point had reference to requests to charge; his tenth point was that it is never necessary to submit questions to a jury when there is no evidence to support it, and that it would have been improper to charge with no evidence to support it; the eleventh point had reference to the charge of intoxication and insisted that the charge was clearly right; his twelfth point was that in all cases the review should be confined to questions of law arising upon exceptions taken upon the trial, and errors appearing upon the record; his thirteenth point, that it being very apparent that the supposed errors could not have affected the result, there ought not to be a new trial, and his fourteenth point, that the judgment should be affirmed.

ARGUMENT FOR THE PRISONER.

Ex-Judge Porter made the concluding argument for the prisoner. He also recited the facts from his standpoint view of the case, and also enlarged upon Foster's previous good character, insisting that the fact was proved and undisputed that, down to this occurrence, Foster had always sustained a good character, and that he had been from boyhood an industrious, orderly and peaceable citizen. He also added that various exceptions were taken on the trial, which the defendant does not waive; but he proposed to discuss only the questions arising upon the refusal of the Court to submit to the jury the issue upon the murder in the second degree. His first point was that the single question involved is, as to the degree of murder to which the offence belonged, and the error of the Judge, in refusing to submit to the jury the issue whether the prisoner was guilty of murder in the second degree. His second point, that the Judge properly charged that, under the indictment, the jury could lawfully convict the accused, either of murder in the first degree, or murder in the second degree, or of manslaughter; and it was, therefore, plainly erroneous to refuse to instruct them as to the conclusions of fact deducible from the evidence, which would warrant a conviction of homicide, in either of the degrees of crime embraced in the indictment. His third point, that the jury was thus instructed as matter of law—and as he submitted erroneously—that though the defendant used a dangerous implement, they had no alternative upon the evidence but to impute to him a premeditated purpose of death or to exonerate him from any intent beyond that of an ordinary assault and battery—an every-day misdemeanor; and his fourth point, that there was evidence which would authorize the jury to find that the defendant made a felonious assault upon Putnam, intending to maim and disable, but not to murder him. He insisted under this head that the implement used was determined by mere chance, being that which happened to be first at hand; that it was an instrument often used in quarrels between car drivers, but never with serious consequences, either before, or since, except in this solitary instance; that the same result might have followed from the use of an ordinary walking cane, a heavy whip or a policeman's staff, and no one could have thought of imputing to the party using it a purpose of deliberate and premeditated murder, and that the fact was undisputed that the defendant was drugged with intoxicating liquors to such an extent that Putnam turned his back upon him, and all the witnesses agree that he was drunk, not only at the time of the homicide, but five hours after, when he was arrested by the officer. His fifth point was that there is no room for any claim that the offence of the defendant is embraced in the second subdivision, of murder in the first degree, and his sixth and concluding point, that the degree of murder dependsjon the actual intent of the accused, and the refusal to give to the jury the instructions on this point requested by the prisoner entitles him to a reversal of the conviction and a new trial on the indictment.

DECISION RESERVED.

After listening to the argument the Court announced that it would reserve its decision. The opposing counsel thereupon submitted their papers, and it is probable that the Court will render its decision, and the long perplexing problem as to what is to be the final issue of this case be definitely settled.

HORSE RACE ON THE HUDSON RIVER.

POUGHKEEPSIE, N. Y., Feb. 10, 1872.

In the horse race to-day on the Hudson River G. Sharpstern's Fred won, beating John Gager's Putnam, in three straight heats. Time—2:42, 2:39, 2:40.

MILLER'S INSURANCE RECORD.

The Story of an Insurance Secretary Erasing Miller's Name from a Ledger as the Recipient of $1,000—Another Blank Check Operation—Examiner Briggs Turns Counsel for the Exchange Insurance Company and Makes a $1,000 Fee—Some Very Mysterious Points To Be Cleared Up.

The Assembly Sub-Committee on Insurance reassembled yesterday morning, in the rooms of the Fire Underwriters, No. 156 Broadway, to continue the inquisition into the affairs of Superintendent Miller's department. Mr. Tobey occupied the chair. After waiting over an hour for Mr. Miller to put in an appearance the Chairman swore

R. M. C. Graham, President of the Metropolitan Life Insurance Company, capital stock $3,000,000—We were examined in December, 1870, by Mr. Southwick, who came Monday morning and concluded on Saturday; we paid $250 for it, that is all; Southwick had, the previous summer, examined the Firemen's Fund and received $250, so I paid him the same sum; we were examined in 1866 by Commissioner Woolford and paid about thirty dollars; paid no money to influence department.

To Mr. Miller—Woolford was a regular deputy; Southwick was not; received his pay from the companies; don't know of improper charges made by you; know of no reason why a company should fear the Superintendent; if a company is in a solvent condition I don't think it could be injured.

To the Chairman—A life insurance company might be injured by delay in making reports, or agency companies in the fire business.

John E. DeWitt sworn—I am President of the United States Life; never have been examined, nor used money to influence the department or for any purpose to affect legislation; the Insurance Department has one of our floors; the office personally used by Miller is one we loan to him; don't know how the door is marked; it has been used by him about six weeks; the offices of the department are rented at $2,500 per year; have not prevented persons from giving testimony; some portions of the Miller bill I objected to; we contributed no money for its passage; employed no one to influence legislation; all bills introduced in both houses are forwarded by the Journal Clerk of the Senate, for which we pay him a small sum; I circulated the Miller testimonial for signatures among both life and fire companies; the Insurance Department has no more power for evil over a life company than the press; during my experience in life insurance business I have had dealings with both Barnes and Miller, and in both cases I have received courteous, honorable treatment; I have not threatened any insurance editors that if they took active steps in the prosecution I would withdraw advertisements. Here the witness saw English prompting Barnes and exclaimed:—"I object to that man at your left prompting you. That man is a discharged employe of ours."

To Mr. Miller—If the press represents that the officers are generally complaining of the administration of the Superintendent I think it is the duty of officers of companies to say so.

Alexander Stodart sworn—I am general agent of the Germania, Hanover and other companies; we were examined at the request of our companies; R. A. Southwick made them after the Chicago fire; the object was to show we were worthy of confidence; he was ten days at it; I paid $200 for each of the companies; there are five offices or companies; Mr. Southwick brought in the certificate and I sent him a check for $1,000 on the Loaners' Bank; that is not all I paid him; I gave him a jackknife; that is all the money I ever paid.

To Mr. Miller—I proffered this sum myself; you have never asked a dollar for examination; just at that time I would not have taken $50,000; if I had had that certificate thirty-four hours after the fire it would have been worth $100,000 to us; we had just had a shot below the water line; don't know of any insurance officer who has complained of your extortion.

Harry D. Stodart sworn—Am a partner of last witness; know of a loss made by E. & D. Miller, of Broadway; Superintendent Miller called at the office one day to know why the claim was not paid; he appeared a little in anger; I referred him to Mr. Stodart; he said he did not like business done that way; he said he did not understand why the loss was not fixed up; an attorney named Briggs called afterward, but I did not see him; he saw C. W. Stodart; the loss was paid, but after deduction had been made.

To Mr. Miller—Have seen the Miller firm often; they never said they were relatives of yours; you did not say you were a relative of the firm; you demanded very emphatically to know why the loss had not been paid; you spoke of a third party, a creditor, being mixed up in the matter; Briggs came to our office about a week after you were there, and claimed to be connected with the insurance department.

To the Chairman—I understood him to be the counsel of the department; we did not like the manner in which he acted; did not claim to represent the insured; the insured threatened to have us examined every day if we did not pay the loss.

James S. Hollinshead sworn—I am agent of the Philadelphia, North American, Pennsylvania, of Philadelphia, and the Boston National fire insurance companies; I understand the North American was examined last year; the Pennsylvania was examined, and $250 charged by Miller's agent, but the president of the company said they compromised at $150; the president said he was there for a few hours only.

George T. Hope sworn—In my regular examination I stated that wherever an insurance company had declined to sign the paper I called to learn their objection; I should have stated that all of those gentlemen, with one exception, signed the paper; no marine company was asked to sign the paper; it was thought to be a business in which New York companies alone were interested; Judge Savage, Mr. McCordsy and a number of others, including myself, assisted in circulating the testimonial; the Presidents of the Star and the Niagara, the Vice President of the Niagara and the President of the Equitable refused to sign the paper originally; there is another gentleman whom I do not want to give; I will give his reasons if you will not require his name; the gentlemen who refused to sign said they had read so much about Miller in the papers that they feared all was not right, and hence they did not wish to sign it; I urged them to make investigations of the charge, and, after having done so, all but one signed the testimonial.

Mr. MILLER took occasion, while waiting for witnesses, to state he never took a fee for more than the actual expenses of the examination.

Harry D. Stodart recalled—Gave the amount paid to E. & D. Miller and the amount claimed; he admitted that he had talked with English on the subject last Thursday.

Richard C. Combs sworn—I am Vice President of the Exchange Fire Insurance Company; we were examined in August, 1870, by Briggs; it occupied from four to five days; was not made at my request; Southwick assisted; Southwick was there every day; we paid $300 for it; paid no other sum, directly or indirectly, for this examination or for other purpose; they reported we had declared a dividend, not having assets enough, and Miller wrote to report us to the Attorney General; I retained Briggs as counsel to go before the Attorney General; they reduced us down $10,000; I paid Briggs $1,050; it was not paid by the company, but by the President and myself; did not understand that part of the money should be paid to other parties; we paid in currency because it was an individual matter; he asked for currency, as he did not keep a bank account; he said he was going to Albany; Mr. Goreon, who recommended Briggs, intended that Briggs would be necessary to retain some one in the Attorney General's office; Mr. Thorne is our counsel; did not consult him as he was out of the city; our capital is $200,000; we have increased it since the Chicago fire; that is all the money we have paid; Briggs never rendered a bill for the $1,050; I gave him $50 when he went to Albany, and paid him the balance afterwards.

To Mr. Miller—He said the cost would be from $500 to $1,000; he hesitated about taking a retainer from me as he had participated in the examination; I urged him to act and he did; I had no idea any of the money was going to the Superintendent; I signed the testimonial voluntarily; I understood there was to be some payments to an attorney in Albany before the Attorney General.

Oliver A. Drake sworn—I am Secretary of the Hoffman Fire; we were examined a year ago by Southwick and Briggs; they were there three days, three hours per day; we paid $300 for it; that was all we paid; then we were examined after the Chicago fire by Southwick, who was three or four hours at it; paid him $150 for it by check in his name; that is all we paid for any purpose.

To Mr. Miller—The second examination was at the request of the company; you have never made a charge for the examination, nor have we paid you anything.

Thomas B. Jones sworn—I am President of the Nassau Fire Insurance Company; the Company was examined at my request in the fall of 1870; Mr. Miller made it in person, at our request; Miller said there was no charge, but I insisted upon giving him $50 for his expenses, which he reluctantly accepted.

To Mr. Miller.—It gave me great pleasure to sign the testimonial to you.

Darius M. Doty sworn—I am a clerk in Prindell & Mangum's agency; I was once Secretary of the Commonwealth Company; it was examined in November, 1870, and February, 1871; Southwick did it; he was at it about two hours per day for three days; paid $300 for it; this was the first examination; it was not made at our request; the second examination was made by Southwick, Miller and Eldridge; it consumed about four days; these were charged in the papers; we paid $1,600 to Southwick; part was paid in bills; the first item was $300, another of $350, and then $1,000 was paid to somebody; I made the entries; the $1,000 was a check to nobody's order; the check is likely in the hands of the receiver, William M. Tweed; the whole charge was made to George W. Miller on the books; Haws, the President, ordered me to erase Miller's name, so it wouldn't show on the books; Haws did not say the money went to Miller; Haws and I signed the check; Haws said it was to be paid to Mr. Miller; did not say why the $1,000 check should be made in blank, as I did not know why Mr. Miller should be ashamed to have his name appear in the check; the check was drawn on the National Trust Company; it is an unusual way of drawing and paying a check; I think that is all that was paid; don't think a bill was rendered or a receipt given.

To Mr. MILLER—I was connected with it as secretary four or five years; was a clerk before; never saw you at first examination; the check was charged on the books before the completion of the examination; you called my attention to the erasure of your name; I erased your name from the book in the presence of George T. Hawes, but on what day I do not recollect; Mr. Haws came to me and said, "Mr. Miller will be down here and Mr. Miller must not see the charge;" I replied if the money goes to Mr. Miller he should not be ashamed to have his name on the books; there were some changes of irregular entries and you detected them; Fowler and Haws were examined before the referee, and Fowler admitted that the proceeds of the check were paid to him.

Joseph Ecclesine sworn:—I am editor of an insurance paper; I have some knowledge about examinations of companies, and know something about the winding up of the Great Western Company as reported; it was asserted by the officers that Miller did not afford them a chance to fill up the deficiency, or they would gladly have done so; I heard similar statements from the stockholders; I have published my opinion of the department and I adhere to it; I consider the manner in which he appointed inexperienced persons to make examinations—such as Carr, Briggs and Southwick—very improper; none of them had any insurance experience; Briggs, being a lawyer, was better qualified; Carr may have been a good accountant, but not familiar with insurance; Southwick had no experience; Carr and Southwick examined one company I know of, withheld the certificate, and I was informed by the President before the certificate was made that a gentleman called and advised him to "see" a certain gentleman in this city; I was informed that he did see that gentleman and paid $2,000 to him; it was the Anchor Life Insurance Company, of New Jersey; the President, Mr. Fisher, paid $300 for an examination afterwards; the gentleman he saw, I believe, was a Mr. Goodsell; in the course of my business I visited the department in 1870 to make extracts of reports of life companies; Miller asked me to give him information as to the life companies; I called his attention to the Knickerbocker, as shown in the report, and he appeared dissatisfied; he asked me to give him a brief; I did so, and six months passed and nothing was done; after a turbulent clamor by the German policy-holders, Mr. Miller's report was published as an advertisement; I considered the report was prejudiced in favor of the company—bolstered up the company in such a manner that no judicial officer should attempt its justification; at that time I did not know Miller received a cent, but I learn since it was over $2,000; Mr. De Witt, who was examined here to-day, conversed with me about Miller's bill that did not pass last winter; opposed it and declared that if it passed it would give Miller sufficient patronage to be elected Governor of the State; I went to Miller and pointing out objections to the bill he scratched out much of it.

On cross-examination Mr. Ecclesine admitted that Thomas Creamer and Frank Bixby, two Tammany politicians, had been appointed Receivers by the late Superintendent Barnes; Mr. Miller sought to blacken the character of English by questions which were ruled out; Mr. Miller declared he was going to show that this was a conspiracy and that Stephen English was the chief conspirator; Mr. Miller complained of the press reports and dictated to the Chairman certain instructions to the reporters, which Mr. Tobey very sensibly declined to give the press.

The examination of Mr. Ecclesine not being concluded, the committee adjourned until Friday next, at ten A. M.

PARIS FASHIONS AND GOSSIP.

The Marriage of Princess De Nemours and Prince Czartoryski.

Brilliant Scene in the Church of Chantilly—Bishop Dupanloup Performs the Ceremony—Magnificent Toilets and Distinguished Guests—Another Marriage in High Life—"Le Roi Carotte," Sardou's New Play—Fashion Chit-Chat—The Masked Balls.

PARIS, Jan. 17, 1872.

The union of Princess Marguerite de Nemours and Prince Czartoryski was celebrated the day before yesterday (15th inst.) within the parish church of Chantilly. A royal wedding! Allow me to make the most of so rare an event, for in these democratic times princes and princesses are not met with every day walking up and down the aisles of churches in bridal gala. There was a time, alas! when your fashions' correspondent had the choice of, at least, five princely heads every afternoon between the Madeleine and the Bois; but since then, *"le pétrole a changé tout cela!"* I am told it is the thing for sovereigns to stop at home now, in personal charge of their respective thrones. The only exceptions I can oppose to this statement is the case of, firstly, the King of Araucania, who left his crowned head behind him; and, secondly, that of Soulouque's only daughter, the Princess Marmelade, who has come over here to marry a grocer and set up sundry sweet wares on the Route de Vincennes.

PRINCESS MARGUERITE DE NEMOURS.

But to return to Chantilly. The venerable shadows of the Bourbons and Condés must have thrilled with joy if they threaded in ghost-shape the brilliant lines of assembled aristocrats round the nuptial altar of blonde de Nemours. The Marguerite of the day vied in beauty with the "Marguerite des Marguerites" cherished by Francis I. She was attired in white satin, over which a cloud of Alençon point was raised by four large opal brooches. Her veil was of plain tulle, behind which her sunny tresses shone out just as rich autumn sheaves do when the morning haze still lingers about them. Her throat was encircled with gems.

PRINCE CZARTORYSKI,

the bridegroom, is considered one of the handsomest men of the day, though he is nearly forty and his hair is slightly tinged with gray. He is tall, erect, and quite the type of those valiant Poles who ignore the word "surrender." The charity, generosity and loyalty of the Czartoryskis are by words now; they are known to stand up for Church and State, and consequently the wedding ceremony was performed by Bishop Dupanloup, who took occasion to allude to their patrimonial fidelity in language as grandiloquent as that of Bossuet, whose souvenir is attached to Chantilly, and whose powerful voice once echoed under the wide-spreading oaks around.

THE MORNING OF THE MARRIAGE.

Nevertheless, it was a bleak, foggy, yellow morning, and nothing less than such a celebration could have induced the invited to leave Paris by express at so early an hour. The train reached Chantilly at twenty minutes past ten, where carriages and landaus stood in readiness to gallop off with them to the church. Each had a numbered ticket, which corresponded with the conveyance the bearer was to fly to, and the drivers were decked with white bouquets and streamers in their button holes.

CHANTILLY

had assumed a grand gala aspect, its townsmen lined the streets, and as many as could crowd in the church when the occupants of the last carriage had been let down found standing room for one foot at a time only. The choir was decorated with flowers from the hot house of the chateau, and evergreens.

AMONG THE GUESTS

came first the Emperor and Empress of Brazil, the Comte de Paris and his Comtesse. I may say all the Orleans Counts and Countesses, Dukes and Duchesses, who are our contemporaries, not forgetting the Princes de Joinville, de Saxe-Cobourg nor the Princesses of Salerne, de Caraman, &c. What nobody could ever forget, either, are the other illustrious names of people whose early spelling masters deserve a good pension for having taught their pupils to sign the appellations given them in baptism without making a mistake. For instance, there was a General in eleven consonants and only two vowels—General Bystrzonswski—his soldiers could never do that, I should say, in less than three sneezes and a hiccough. Other Generals were plainer, such as Comte Grochoiszki, the Comtes Zamoszki, Drianzski, &c. The ladies terminated in *ski* instead of *ski*, which is, however, a curious contradiction, for *ski* being equal to heavenly, so gallant a nation might have left that in preference to the fair sex.

THE DRESSES OF THE GUESTS

are infinitely easier to get over than their names, but I will only mention the richest toilets.

The Comtesse de Paris was in a striped satin and velvet robe. The satin stripe was peach color, the velvet one scabious; her casaque was trimmed with sable. On her head she wore the Orleans capuiet, a kind of headdress that forms a garland above the forehead and is draped with rich lace. The garland was of leaves, in which curled on one side a lovely peach-colored plume. The Comtesse resides at present with the Duc d'Aumale, who has purchased the palace that formerly belonged to M. Fould, on the Faubourg St. Honoré. She attends mass at ten every Sunday in her parish church, St. Phillippe, which is close by.

The Duchess de Montpensier wore a claret satin robe and a velvet mantle of the same shade, trimmed with sable.

The Princess de Salerno was in violet velvet and lace.

As I looked at the groups I thought of Florence and Venice, and my historical souvenirs carrying me thus far from Chantilly, I wondered if these privileged mortals would be content to become the saving patrons of France—lovers of art, such as were the Medici and Pope Leo; whether they could see how much happier it is to distribute royal favors than rule a fickle nation; whether posterity would not be more grateful to them for their encouragement than if they preferred the shadow of grandeur to its substance. As I thought I looked up, and three cherub heads peeped over the choir from the private gallery reserved for the Orleans family in the Church of Chantilly. These were the chubby children, the hopes of the Comte and Comtesse de Paris. It must be owned they looked out with more jollity than was official, but official babies are not half so picturesque. The eldest son of the Duke d'Aumale, who is known as the Duke de Guise, appeared in ill health.

"WELCOME HOME."

Some emotion was caused at the end of the ceremony by a gathering under the porch of old, white-headed domestics, who have outlived their exiled king, Louis Philippe. "Welcome home!" was their greeting. A deputation of twenty young ladies in white presented a huge bouquet to the happy couple; but, unfortunately, one of them recited a piece of poetry, which lasted not one second less than five minutes, and it proved a damper in so cold a season. Thanks and complimentary acknowledgments tell, however, from the lips of the bride, and the guests proceeded to the chateau.

BACK TO PARIS.

Breakfast was served at one o'clock, and at half-past three a special train conveyed all but the immediate family circle back to Paris. Banquets and breakfasts are being given and returned all this week by the different Princes. The Emperor of Brazil will wind up this series with a *diner monstre* at the Grand Hotel on Monday next.

THE OTHER EVENT OF THE WEEK

in high life is the wedding of Mlle. Pilie (sister-in-law to the Marquis of Chasseloup-Laubat) with the son of the Austrian banker at Brussels, Mr. Hirsch. It was a Bonapartist gathering, though it took place in the very rural church of Chaillot, which was crowded to excess. The famed fortune of the Barons de Hirsch was fully represented by the gorgeous toilets of their *intimes*; but in this season all description of attire is a repetition of what has been seen since the month of November. The shades are cinnamon, solitaire, amethyst, excellence, brightened by a flash of brighter satin lining. Velvet and striped faille are the costliest, and the only new combinations of color are not so pretty as original—in fact, what ladies call "queer." Currant—that is, dried currant—and turquoise blue, mixed, are one of them; lavender and maroon; réséda and aqua green; opal and peach; carmelite and salmon. These few can be worn with great success by special beauties, who would do well, however, to consult the shade of their hair and color of their eyes, before trusting to fashion.

THE "ROI CAROTTE"

has been the great question of the day. At length this stupendous affair has come off, and wonderful to relate, has not disappointed moderate expectations. It is proved that Sardou can get up a fairy piece as well as a drama, and that all the glitter of fairy-land is at his disposal. When harnessed to Offenbach, as in this new production, the height of scenic art is attained. It would be too long to tell all the story of the play; suffice it that King Carrot is a gnome, bred in a carrot field, from which he rises as ondines do out of silvery waves—but in a deformed monstrous shape. He is the creation of a certain fairy who is in want of a prime minister for the purpose of overthrowing Fridolin XIV., who is awfully degenerate. In my opinion Sardou meant that King Carrot should be the Commune and the naughty fairy is intended to figure *Egalité, Fraternité* and all that sort of thing. She is very active, but poor Fridolin is under the protection of a magician who is no less energetic than she is. Their incantations are a kind of spear and thrust duel, but the magician gets the upper hand at last. King Carrot is defeated and has to return to his clod. Such is the very incomplete texture on which the most unsurpassed *mise en scène* has had to work pictures, and what pictures! These are called the "Farandalle," "Pompeii, the Isle of Monkeys," "The Insects," "The Revolt." The splendors of Pompeii under the Romans, with all the plastic beauties of those days to make that underground place an abomination, could only have been excelled by reality. The insects are a thick swarm, from the ant up to the biggest cockchafer; not one is forgotten, and a microscope instead of an opera glass could be usefully levelled at the crawling, creeping, flying things, some of which hang on to others by hooked legs, claws, feet and antennæ, or hop impudently over their felt lows, or come on them unawares in the off-hand style of dandy-long-legs. There is the sleepy mole, the furry fly, the slimy snail and the noxious spider. After having looked at these different populations of a peculiar world the observer, fancying he feels them tickling his brains, wipes his skull instinctively; if he happens to be bald he scrubs it furiously. This scene with Offenbach's strains can be fancied.

It may be here mentally noticed by your readers that I have come to the end of the space allotted to me without mentioning one of the

PARIS FASHIONS

announced by the heading of this letter. The reason is obvious. Fashion has left dress alone, and attends for the present to nothing but military uniforms. She has mounted a battle horse and is going through the ranks with a riding whip, slashing at every but of Prussian blue and scarlet cloth. The army is getting all the new cuts in one word, and female styles next spring will be in the regimental line. "All under arms" is the motto, and an excellent excuse, too, for turning into grand duchesses. M. Thiers is not expected to like it, but members who are as old as he will come over to the female service in khupskas, sabretasches, talpacks, aiglets, visors, kolbacks and brandebourgs. As the youthful fashion of 1872 has already suggested to her daughters,