MAYOR HALL.

OPENING SPEECH OF THE PROSECUTION.

Was the Mayor Guilty of Wilful Neglect?

Review of the History of the New Court House—How Much Money It Has Cost and Where It Went.

The trial of Mayor Hall has advanced another step, and the case of the prosecution is now fairly opened. There was not much excitement in Court, however, yesterday, and the audience was somewhat limited in numbers.

OPENING OF MR. CLINTON.

After the Court had been opened Mr. Henry L. Clinton said:—

May it please the Court, Gentlemen of the Jury—Sad and mournful is the spectacle this day presented. The Chief Magistrate of your city is on trial before a criminal tribunal, charged with an offence of a most serious magnitude. If he be guilty the disgrace falls not alone on him and those near and dear to him, but on a million of people upon this island. If he be not innocent his guilt is a pall of infamy overhanging this city. In his fate, as in the fate of every individual, however humble and obscure, arraigned for trial at the bar of this court, the people take a deep and abiding interest. If wrong and injustice be dealt out in our criminal tribunals to the most unimportant individual in our midst an outrage is inflicted upon the whole community. To the fate of our Chief Magistrate no one can be indifferent. The law, while it invests him with dignity, clothes him with protection commensurate with his high office. But, high as may be his official position, it is not higher than the law; elevated as he is, he is not above the law. If he violate law, if he set at defiance the criminal law, Justice, blind though she has been too long, will lay her hand upon him with as firm a grasp as upon the meanest and most lowly in the land. Not official robes nor wealth will protect; those who flock to the Temple of Justice will look in vain for the inscription on its portal:—

Plate sin with gold,
The strong lance of Justice hurtless breaks;
Arm it in rags, a pigmy straw doth pierce it.

Gentlemen, with me this day begins the most painful duty of my life. Since first I met the defendant at this bar and was introduced to him by the late N. B. Blunt, then District Attorney elect, as his appointee for the office of Assistant District Attorney, more than twenty years have rolled by. Since then, when we were both young, often have we been opposed in various cases, not a few of them surpassing, if not equalling the present. A deep, stern sense of duty only could induce me to appear here as the prosecutor of one who at this bar has so often and so successfully prosecuted others. And I must regret, gentlemen, that during the preliminary examination of jurors in this case an attempt was made to require you to believe that on the part of any counsel connected with the prosecution motives of personal animosity existed. So far from that, if I know my own heart, I have not any personal ill-feeling whatever in respect to this defendant. I will disguise nothing from you, gentlemen. I will not deny that although we both belong to the same political party—he to one branch and I to another—for the last year or two, I have opposed him and those connected with him called the Tammany Ring. I have denounced that organization and I have made many speeches in this city upon that subject; but so far as any personal ill-feeling is concerned, I never entertained it towards him. And it was not until yesterday that I knew or had any reason to believe in the existence of that which, were he not on trial, I should almost call a petty malice or childish spite on his part. I regret the exhibition of it, and I assume that the counsel did him injustice; for I do not wish the defendant to appear before you in this case with any such prejudice against himself as conduct like that would give occasion to. I therefore ask you to dismiss that from your mind and not to attribute to this defendant any of those little feelings of petty malice or spite which you would suppose to exist from the conduct of one of his counsel. Look at him, gentlemen, as a person charged with an offence entitled to a fair and impartial trial at the hands of a jury of his peers; and, although we may think that the other side, in some respects, may have committed errors in regard to the scenes which have been enacted before most of you, yet if they are calculated to give rise to any prejudice against this defendant I trust you will dismiss it entirely from your minds. I come before you, gentlemen, at the request and by the appointment and designation of the Attorney General of the State. My associates occupy the same position. It is a position occupied by His Honor upon the bench, who by request of the same high officer, as well as by the request of those connected with the Court of General Sessions, kindly consented to leave the duties of the court of which he is the honored Chief Justice to preside over your deliberations here. My associates and myself, when designated by the first law officer of this State, the Attorney General, as suitable and proper professional gentlemen to conduct this case, did not feel at liberty to decline the high duty imposed upon us. I know that none of us will shrink from that duty, but at the same time we will discharge it fairly, honestly, faithfully and impartially. We cannot disguise, gentlemen, the peculiar situation of affairs in our city which have given rise to this prosecution, and while I would desire to keep politics as far as possible out of this case, yet we cannot ignore that which we all know, that a great reform movement swept over this city like a tornado, uprooting infamous abuses of long standing and scattering to the four winds the conspirators against the public welfare and the public treasury. We all know that during the last summer this community was astounded by the disclosures of frauds upon the city treasury of a most gigantic character. And it was well that the publication was made, for in a very few years, at the rate we were progressing, this city would have been bankrupt and you would not have owned the houses in which you lived, to say nothing of the demoralization which was spreading throughout this community. On the 1st day of January, 1869, the city and county debt of this city was $36,293,929 59; on the 1st day of January, 1870, it had increased to $48,333,741 59; on the 1st day of January, 1871, it had increased to $73,373,552, and on September 4 it had increased to $97,287,525 03. At the rate the increase of the public debt was going on, assuming that the city property doubled in ten years, it would have taken but ten years for that debt to absorb all the assessed property, real and personal, in this city; in twelve years, had the debt increased double in two years—in fact, it was doubling every year and a half—it would have been greater than all the property in this State, and had it increased for eighteen years at that rate it would have been greater than the assessed value of all the property, real and personal, in the United States. No wonder, therefore, gentlemen, that the public attention was aroused by this state of things; no wonder that charges were made. And, while these charges were made against certain officials, I ask you, gentlemen, not to visit upon this defendant any prejudice arising from that fact; not to visit upon him the consequences any further than we are permitted to prove in evidence under this indictment his connection with one of those frauds. It will be impossible for me to present this case properly before you, it will be impossible to do justice to the people or to the defendant without calling your attention to the laws clothing him with certain powers as bearing upon the question of the discharge of his duty in the particular case set forth in the indictment. You are all aware that in 1870 a democratic Legislature of both branches and a democratic Governor carried on this State government. You are also aware that during that year a charter was passed, and for the purpose of showing the opportunities the Mayor had to ascertain the existence of the frauds, and the particular fraud charged in this indictment, it will be necessary for me to call your attention to the powers with which that charter clothed him. That was a most extraordinary charter. You have heard much about it. Some of its provisions were got up for the express purpose—first, to cover up past fraud; second, to enable those in power to commit new ones; third, to prevent the people electing new rulers, and fourth, to protect from punishment those who had been guilty of the frauds. In the observations which I will submit to you, as they are necessarily not as brief as in ordinary cases, for the purpose of being orderly I shall endeavor to observe the following outline or heads, and shall address myself to the following propositions:—I shall first direct your attention to the extraordinary opportunities the law afforded the defendant to ascertain about the frauds connected with the Board of Audit, the claim specified in this indictment and kindred frauds connected with that Board of Audit; secondly, I shall endeavor to show you that the law gave the defendant opportunity, special notice of the fraud in regard to the County Court House, including the fraud specified in this indictment; third, I shall call your attention to the duties of the Mayor enjoined by law in reference to the alleged claim specified in the indictment and kindred claims; fourth, I shall call your attention to facts showing that the defendant must have known, and, in point of law, did know that the claim set forth in the indictment was fraudulent, if not altogether fictitious, and he wilfully and deliberately omitted and neglected as a member of the Board of Audit to audit or examine the same.

Mr. Clinton proceeded to discuss the first proposition, contending that the Mayor was invested with powers that made him an emperor. Not even the judge upon the bench could receive his salary unless the Mayor signed the warrant.

Mr. Clinton then reviewed the various appropriations on account of the Court House up to 1869, and then continued as follows:—Up to this time the money was to be paid subject to the approval of the architect. But this bill has the following supervision:—"The money shall be paid by the Comptroller on bills allowed by the Board of Supervisors." The moment it thus got into the Comptroller's hands it assumed an eternal, perpetual form of expenditure. When it reached there, and the bills were to be audited by the Board of Supervisors, among whom, or chief among whom, was William M. Tweed, it would seem by these various statutes that follow that no progress whatever was made toward ending this expenditure. In 1868, according to the Session Laws, page 2,113, another provision of $600,000 was made. And what was that for? Precisely the same thing as the year before—for the completion, fitting up and furnishing of the new Court House, "now near completion." This sum, so raised, was to be audited, so far as regarded its expenditure, by the Board of Supervisors. We now come to the year 1870. The building was then no nearer completion than before, and another provision of $600,000 was voted. Starting in 1858, with the provision that we should have a new Court House, which should cost $250,000, and no more, we have arrived at the year 1870, when appropriations, running from a million to as low as three hundred thousand dollars, had been annually voted, with the exception of 1861. But we have not reached the end. In 1871, Session Laws, page 1,264 and 1,273, there is a provision for a further sum of $750,000; this sum to be paid under the direction and supervision of the Commissioners under the provisions of section 11, chapter 282, of the laws of 1870; that is to say, the charter of 1870 had passed, and a special commission had been created for that purpose. And who had the appointment of this commission? Now the work was to be done in earnest. A charter had been passed conferring this power on our Mayor of appointing the commission, who were to see that the work was to be done. Thus the man of all others in the city and county of New York individually best fitted for the task was selected—A. Oakey Hall, the Mayor of the city of New York. The $750,000 which was thus to provide for the completion of the new county Court House, and to be paid by the Comptroller, was to be paid on the certificate of these five commissioners appointed by Mayor Hall. He appointed them and the duty was cast upon him by law to see that they faithfully performed their duties. Altogether by this time the sums thus appropriated amounted to $6,200,000. You would suppose that that was enough, and that the Mayor, who himself was chargeable with a knowledge of these various statutes—and if opportunities should be afforded I would like, when the proper time comes, to ask him whether he drew any of these statutes—you would suppose that the Mayor would use some caution when bills for these purposes were placed before him to audit, or warrants to sign, before authorizing any further expenditures on this Court House. Just think of it! The interest on these various sums which has been already paid by the city has amounted to $1,800,000, making in all $8,000,000. There have been paid, in addition to these enormous sums, what amount do you think? I called your attention to the $6,000,000 appropriated by the Legislature for this specific purpose. In addition to that there were paid in the years 1869 and 1870 another $6,000,000, upon warrants signed by the Mayor and Comptroller, so that, at the present time, this county Court House, not worth $3,000,000 with all its furniture, has cost no less than $14,000,000, and the interest on it is about $1,000,000 a year. We actually pay more yearly in the way of interest than the Court House would have been worth had it been completed when it was intended that it should be. If you go on and pay that sum annually until the bonds should be paid, I presume it will cost not less than $25,000,000. My next proposition is that the duties of the Mayor, enjoined by law, in reference to the claims specified in the indictment forbid the probability, or even the possibility, of the innocence of the defendant in relation to the subject matter embraced in the indictment. What were his duties? He entered the office in 1869, and on the 1st of January he took an oath of office and swore he would discharge the duties of the office to the best of his ability, and called Heaven to witness that he would faithfully discharge the duties of that position. He knew the case, and had not the excuse that a man not a lawyer could have. He perfectly understood his duties, which, according to the charter, were to communicate to the Common Council, at least once a year, a general statement of the finances, &c., of the city; to recommend necessary measures for adoption, to be vigilant and active in causing the ordinances of the city and the laws of the State to be executed and enforced, and for that purpose might call together all other heads of departments, and generally to perform all his duties in conformity with the laws of the State, and to be responsible for the good order and efficient government of the city. No one but the Mayor could be responsible for the good order of the city. No one but the Mayor had the power to enforce the law. It is therefore right that he should use more than ordinary vigilance upon that subject. As Mayor, he was appointed a member of the Board of Audit. Now, gentlemen, were his duties ministerial, to use the phrase we have heard so much? By ministerial we mean something clerical. If a clerk of a court has to administer an oath and go through a certain form, we call that a ministerial duty. But were the duties of the Mayor of this nature, in respect to the signing of warrants? All the warrants that were to be paid since the year 1869 were signed by A. Oakey Hall. All these extraordinary amounts in '69 and '70 were paid upon warrants—signed by whom? I call your attention to the fact that before he audited, or falsely certified he had audited, the claims specified in this indictment, he had signed warrants for the payment of fabulous amounts in connection with this same subject; and, therefore, he must have known that there never was any such just claim as that specified in the indictment. What were his duties in respect to signing warrants? To guard against fraud by vigilance and activity. And had he the power to guard against fraud? Most clearly he had. It was certainly his duty to examine warrants when presented to him. We can excuse a mayor in respect to carelessness in respect to routine matters if he had not scrutinized them with extraordinary care. But such matters are all in the ordinary course of business. They include the pay rolls, for instance, which come in on certain days of the month, and in respect to such warrants he would sign them rapidly, without any great examination, trusting to those who audited them and who had signed them before they were presented to him. But even in respect to these claims it was his duty to examine them, and especially if there was anything to lead to suspicion that a fraud was being perpetrated. Mr. Clinton then referred to the case of the People against Mayor Wood, Barber's Reports, volume 35, page 653, where Mayor Wood had refused to pay a claim, after it had been audited, on the ground that it was exorbitant and fraudulent. The Supreme Court had held that the Mayor was fully responsible for the justness of every payment, even though it had been passed by subordinate officers.

Mr. Clinton continued—We charge Mayor Hall with failure in fulfilling the responsible duties which the law thrust upon him. I have shown you what was his duty; that there was no pretext for not performing that duty; that it was of that character that he had no right to shrink from the performance of it, and I have shown you that innocence could not be supposed possible in the case. We now come to our fourth proposition—that the facts will show that he must have known, and in point of fact did know, that the claims set forth in the indictment were fraudulent. There are two sections of the Revised Statutes which provide for cases of this kind. The first is found in the Revised Statutes, volume 2, page 695, section 38. That is the section under which this indictment is framed, and reads as follows:—"When any duty is or shall be enjoined by law upon any public officer, or upon any person holding any public trust or employment, every wilful neglect to perform such duty, where no special provision shall be made for the punishment of such delinquency, shall be a misdemeanor, punishable as herein provided." The object of that section is to provide for any case of delinquency of this kind, and all that is necessary to prove is a wilful neglect of duty in the particulars set forth in the indictment. There is another section, next to that section, which is as follows:—"Where the performance of any duty is prohibited by no statute, and no penalty for the violation of such statute is proposed, either in the same section containing such prohibition or in any other section, the doing of such acts shall be deemed a misdemeanor." Mr. Clinton then alluded to the case of the People vs. Bogart. Bogart was a police justice, a man of intemperate habits, who had failed to serve a notice of having given bail to the District Attorney (Mayor Hall at that time), and who had been convicted by Mayor Hall himself. Mr. Clinton continued—To apply this case here, if Mayor Hall did not intend to audit and examine these and other claims before the Board of Audit, then he is guilty of a wilful and deliberate violation of the law. And if he intended to audit and examine these claims he would certainly have done it, and the fact that he was not prevented, except by his own volition, was all that was necessary to prove his guilt. If Mayor Hall deliberately violated his duty it was further to be said that no charitable construction could be put upon his conduct. Mr. Clinton then followed out this point at great and exhaustive length, after which the Court took a recess.

AFTER RECESS.

Mr. Clinton resumed his address to the jury. The omission of duty on the part of the defendant was a point which it was important for them to consider. It would be claimed, no doubt, that the Board of Supervisors that ceased to exist in June, 1870, which was superseded by the new Board, had audited various county claims, which the new Board had allowed. But no such claims were audited by the Board of Supervisors. In law and in fact was the Mayor chargeable with a knowledge of what the old Board of Supervisors did, for, nominally, he was a member of it, because he could veto or approve the resolutions and ordinances passed by it. It would appear in proof that at the time Mr. Hall signed the warrants in payment of claims before the Board of Audit he did not do it in those days when he was harassed with routine business, but that they were signed on other days. It would also appear that he was particular to a greater or less extent in regard to warrants that he did sign. If they were not made out accurately he sent them back for correction. The idea that a lawyer of twenty years' experience had not the power to ascertain that which a child would know was preposterous in the extreme. The law required that bills presented to the Board of Audit should be verified by affidavit; but without evidence that Board paid out $6,000,000 upon grossly extravagant, if not altogether fictitious claims. Crime was as certain to be detected as there was a God in heaven, and those who committed crime usually furnished evidence of their own guilt. This was the fact in this case. Mr. Clinton discussed, in scathing terms, the resolution introduced by the Mayor into the Board of Audit, asserting that it was ingeniously worded so as to cover up the real object of robbery. It required no evidence of the genuineness of the claims, no oath but the bare signature of William M. Tweed, who was a co-member of this Board with Mr. Hall. The amount of property destroyed in the July riots was only $2,000,000, but here was six millions of money stolen through the connivance of this Board of Audit. There was no record of such a robbery in the history of civilization, and it would not be permitted in any other city in the world but New York. The Mayor sent in a message to the Board of Supervisors August 16, 1871, in which he furnished evidence of his guilt under the indictment, quoting section 4 of an act passed by the Legislature, providing that "all liabilities against the county of New York incurred previous to the passage of this act shall be audited by the Mayor, Comptroller and present President of the Board of Supervisors." Mr. Clinton contended that the County Court House claims could not have been included in that section, because they had been provided for by especial appropriation, and the law had forbidden that another dollar should be used for that purpose. If the Legislature had conspired to pass that section, which he (Mr. Clinton) believed was smuggled into it by Tweed, it would have been the duty of the Governor to call out the military and protect the city treasury from these public robbers. It was a humiliating fact that the Mayor, with his own hand, wrote the admission that Tweed and the members of the Legislature who passed the act he alluded to, was within their grip and control; that his duties were only ministerial and clerical; that he had nothing to do but to sign his name and permit unlimited amounts of money to be drawn from the treasury. Was there ever such a monstrous doctrine put forth? How any man outside a lunatic asylum could write such language was a puzzle to him. And it came from the shrewd criminal lawyer and the keen politician, who was clothed with imperial powers. The phrase in the message "keeping faith" meant with the thieves who were banded together to plunder the city treasury.

Mr. Burrill rose and objected to the counsel commenting upon a document which had not been presented to the Court and jury, and in regard to which they were in entire ignorance, and complained that the counsel defamed and vilified the Mayor in a manner in which a common pickpocket would be disgraced were he tried before a Police Justice. Such a line of remark trespassed upon the dignity of the Court and His Honor ought to put a stop to it. (Applause in court.)

Chief Justice Daly said:—I announce once for all that in the trial of this case if any person indulges in applause I will order him to be taken into custody. That spectacle will not again take place in this tribunal. I have the power and will exercise it. His Honor suggested to Mr. Clinton the propriety of avoiding comment upon the message until the question of its admissibility in evidence was decided by the Court.

Mr. Clinton continued:—In 1869 Mr. Garvey received sums amounting in the aggregate to $523,000 nominally for plastering and repairs in the County Court House. In 1870, between January 10 and August 12, there were warrants drawn and payments made to Garvey amounting to $1,38?,642 53. Among these claims alluded to were claims of Mr. Ingersoll amounting to over a million. In 1869 there were paid to Garvey, Ingersoll, Keyser and others, upwards of two millions, and in 1870 upwards of four millions, and although colored and disguised under different headings, they were all for the account of the Court House, because all other buildings had been specially provided for. On the question of intent, as to whether the Mayor knew that these claims were fraudulent, and as to whether his attention was called to the enormous magnitude of these sums, we have his own confession in his message that he was struck by their vast amount. Then it must be remembered that the Mayor would not direct the publication of the accounts after the Comptroller had failed to do so, in spite of a clamorous demand for them.

Mr. Clinton concluded as follows:—To you, gentlemen of the jury, I say—as I said in convention last fall, when the pleasant and agreeable duty devolved on me to nominate for another term of judicial service the able and distinguished jurist who presides on this trial, who for over a quarter of a century has worn the ermine without spot or blemish—in times like these, when corruption, like the pall of death, overhangs our city; when fraud, brazen with success, defies a long-suffering, patient, plundered community; when larcenies are conducted on a scale of imperial splendor; when forgeries nestle in the bosom of justice; when amateur burglars convert the very temple of the law into a theatre for the exercise of their skill and daring; when the signs of the times are read by the light of burning records; when names of high officials are encircled with a halo of infamy, our only hope is in an upright, independent judiciary and an honest, fearless jury. The eyes of the people of this great metropolis—the first city of America—are upon you. The attention of the people of this State is riveted upon you. This whole nation is anxiously awaiting your verdict. The deep interest of not alone this nation, but of every civilized nation of the globe, in the result of this trial must admonish you of the importance of the rendition of a true verdict; a verdict which will show to the world that you have indeed been true to the great public interests involved in this case; true to the law whose ministers you are; true to the cause of public justice committed to your keeping; true to yourselves. To each of you I say—

To thine own self be true,
And it must follow, as the night the day;
Thou can'st not then be false to any man,

or to the community in which you live.

The Court then adjourned until Monday morning at eleven o'clock.

THE MULBERRY STREET BUTCHERY.

Official Investigation Before Coroner Herrman—Know Nothing Witnesses—Verdict Against the Accused.

Never, perhaps, in the history of Coroners' inquisitions was a more complete set of know nothing witnesses called to make out a case against an accused party than appeared yesterday afternoon before Coroner Herrman, at the City Hall, in the case of Giovanni Patrilla, the Italian, late of No. 37 Mulberry street, who died from the effects of a stab wound of the abdomen received at the hands of Michael Rosa on the afternoon of the 22d ult.

The first witness called was the widow of deceased, and notwithstanding she was present at the fatal affray and witnessed the struggle between the parties for possession of the knife, she did not see her husband stabbed, although he was fearfully cut in half a dozen different places. In fact, from the manner in which she gave her testimony, it seemed as though she was anxious for the prisoner's acquittal, and this feeling was greatly increased when it became known that Mrs. Patrilla had instructed her little daughter, eight years of age, how to testify when called to the witness stand.

Four or five other persons who saw the fight from the commencement till it was closed could not testify to the stabbing, and said they saw nothing of it, although they all observed the men struggling for possession of the murderous weapon, and saw the blood flowing freely from Patrilla's wounds. Subjoined will be found a condensed report of the testimony elicited and the verdict of the jury:—

Marie G. Patrilla, widow of deceased, was sworn and examined through an interpreter, and testified that on the afternoon of the 22d day of February her husband and another man quarrelled in the rear yard of the tenement house 37 Mulberry street; that man was Michael Rosa, and he stabbed her husband with a knife; saw the knife (shown); prisoner saw the witness in the yard with her little boy, who had some buttons on his shirt; Rosa asked the witness for the buttons and she said no; at that time deceased came down stairs and pushed Rosa, who remonstrated, whereupon deceased knocked him down with his fist or by a blow from his foot; they then clinched, and during the scuffle the witness endeavored to separate them: a knife was then produced and a struggle ensued for its possession; don't know who first used the knife, but saw nothing of the stabbing; never saw the knife before; saw blood on her husband when he was in the yard; she also had blood on her, which came from her husband; in the house deceased said he was stabbed, but he said not much more; the witness and deceased lived happily together; deceased was a jealous man; but particularly so of the prisoner; prisoner did not take any liberties with the witness.

Louis Cappannari, of 37 Mulberry street, deposed that he saw a quarrel in the yard between deceased and prisoner; Patrilla struck Rosa first and knocked him down; then saw a knife, of which they both had hold with their hands; did not see either of the men use the knife.

Raphel Barri, of 37 Mulberry street, saw the fight in the yard; deceased and prisoner were struggling for the possession of a knife; saw blood but did not see the stabbing, which the jury thought strange indeed.

Antonio Cohki, a volunteer witness, who did not see anything of the fatal quarrel, testified that some four months ago Patrilla and Rosa had a quarrel, when the former threatened to take the life of the latter.

Officer Dorsey, of the Sixth precinct, testified that after the stabbing he went in search of Rosa, and after a thorough search found him concealed in the cellar of premises 39 Mulberry street, and subsequently prisoner was taken to the Centre Street Hospital and identified by deceased as the man who had stabbed him; deceased also identified the knife as the one used by Rosa; subsequently questioned some of the witnesses, from whom he understood that they saw the stabbing or the fight which led to it.

After reading the ante-mortem examination of deceased and a report of the post-mortem examination Coroner Herrman submitted the case to the jury, who rendered the following

VERDICT:

"That Giovanni Patrilla came to his death by a stab wound of the abdomen, inflicted with a knife in the hands of Michael Rosa, at No. 37 Mulberry street, on the 22d day of February, 1872."

Rosa, in his formal examination, stated that he was twenty-five years of age, born in Italy and a laborer by occupation.

He was then committed to the Tombs to await his trial.

Four of the most important witnesses (with the exception of the widow of deceased) were committed to the House of Detention by Coroner Herrman.

THE BANISTER ROBBERY IN NEWARK.

Arrest of the Robbers and Assailants.

Early yesterday morning, between one and two o'clock, the police of Newark succeeded in arresting four of the desperadoes who boldly entered the jewelry store of Mr. George H. Banister, 504 Broad street, Newark, last Monday night, and after brutally beating the proprietor smashed in his showcases and escaped with about one thousand dollars' worth of watches and jewelry. Stung by the public sentiment, which set the efficacy of the police force at a very low grade, the police set to work and proved themselves not worthless. Detective Andrew McManus and Mr. Becker made a thorough examination of the situation, and soon resolved that the ruffians were Newark desperadoes, and not, as at first supposed, raiders from New York. Their villany was done in too bungling a manner for metropolitan "cracksmen." Their surmises proved correct, and accordingly early yesterday morning, accompanied by a large force of police, headed by the chief, they effected the arrest of Matthew Finnegan, Mike Carr, James Farley and George S. Schumacher. Carr, who is an ex-pugilist and who keeps a low groggery in River street, has been identified by Mr. Banister as the principal assistant. The others have also been identified. They were brought up for examination yesterday and severally held to await the action of the Grand Jury.

STOKES.

Argument of Counsel for the Prisoner.

THE CASE TO BE SUBMITTED TO-DAY

The court room of the Oyer and Terminer was crowded yesterday, it being supposed that counsel for Stokes would conclude his address and that the case would be submitted to the jury and probably a decision arrived at before the close of the session. This was not the case, as will be seen by our report of the proceedings, counsel only concluding his protracted address at the time of adjournment. The argument of counsel to a great extent was characteristic of the man—an attack, in fact, upon the deceased, and naturally, on that account, a eulogy upon the alleged murderer. Counsel's effort, however, in this direction, apart from its effect upon the Court or jury, was ill-timed with the audience, who hooted and hissed his attempt to excite a sympathy for Stokes, the accused.

The address to the jury was made by Mr. McKeon, who, after speaking of the efforts made by the deceased to have Stokes indicted for conspiracy, added that the man whom he defended dare not foreshadow his defence. He dare not even give a hint of what the course would be which counsel would adopt when it came to a trial for life. If he did so perjury would be procured against him to an extent that no one dreamed of. "No one," said counsel, "has any idea of what Stokes has had to suffer," and, turning towards Stokes and laying his hand upon his shoulder, "I believe in my heart that this man is as innocent of the charge brought against him as anybody in this court room." Here there was almost

A YELL OF DERISION

from the gallery of the court. The counsel turned round excitedly and faced the crowd. "This mob," he said, "can have but little feeling in their breasts when they give that yell. This is the feeling that we have to contend against; this is the same mob that has raised the cry against our unfortunate client." Here the counsel glowered at the audience, who did not seem to be at all intimidated by the severity of his countenance.

Judge Cardozo—If this interruption is repeated I will clear the court room of everybody except those immediately connected with the case.

When his counsel turned towards him Stokes' face flushed up, and a self-satisfied smile lit up his countenance. When he heard the ominous howl of derision, however, he turned scarlet. His younger brother, who sat beside him the entire day,

LOOKED THUNDERSTRUCK

at the ebullition of popular feeling.

It was some time before the counsel proceeded, and even then he appeared to have been very much shocked by the interruption. He renewed his attack on those who sought to manipulate the jury, and went in pretty strongly for Fisk's myrmidons. He said that there were

NO BOUNDS TO THE AMBITION

and the wickedness of these men. They believed that they could buy up and manipulate everything and everybody. It was only this week that the public had an instance of this. These bold, bad men thought they could buy up the greatest institution in the country,

"THE NEW YORK HERALD."

They sought to buy up and corrupt its attachés, but all saw how egregiously they had failed, and how their own infamy was so thoroughly exposed. Counsel then proceeded to state that newspaper articles never injured any man—it was always their own words and actions. Counsel's closing remarks were merely technical and principally referred to the law on the empanelling of Grand Juries and the conditions which are necessary under the provisions of the statute. He also quoted reports from different States bearing upon the case.

In reply to the District Attorney's assertion that the plea was prepared by him (Mr. McKeon) he said that he felt bound, considering the peril of his client, to use all the experience which he had derived from his long acquaintance with the routine of the District Attorney's office.

At the conclusion of counsel's speech the Court adjourned until half-past ten o'clock this morning, when Judge Cardozo will submit the case to the jury. It is probable that the preliminary trial will be finished to-day.

THE HARBOR MASTER'S INVESTIGATION.

Conclusion of the Investigation Before the Captain of the Port.

The investigation in the case of Captain Hart, the Harbor Master, before the Captain of the Port, J. E. Jones, was concluded yesterday by the summing up of the evidence by counsel. The investigation has been in progress now, off and on, for nearly two months, and the evidence taken is very voluminous. The main charge against Captain Hart is that he received a bribe of $200 from Mr. Knapp for allowing the latter facilities at the docks at which he transacted business. Other charges were also preferred, such as allowing flour and fish to remain too long on the docks and ordering vessels out of slips contrary to law.

Counsel for the accused, Mr. Davis, argued at considerable length that there could not be any foundation for the charge of bribery, and in doing so spoke in the harshest terms against Cushman and Neiver, the two men who had been most concerned in the whole affair. These men, he said, had endeavored to get Captain Hart into their power and to frighten him by these charges. After making charges they wanted to withdraw them, and it was plain from their evidence that they would not speak openly and squarely. They answered just such questions as they liked, and refused to answer such as did not suit them. They admitted that neither directly nor indirectly had Captain Hart ever asked them to take for him or give him any money, or to confer favors upon one person more than another, and they never knew of him to have ever taken money in connection with his business, except the $200 which he had got from Knapp, and that money, which had come through Neiver, was, as had been proved, returned. Men who contradicted themselves under oath, as they had done, were not worthy of credence and their testimony should not be allowed to weigh against the character of Captain Hart, whose reputation had hitherto been unstained. As for the flour and fish, the evidence showed that it was removed as soon as Captain Hart had found it to be an inconvenience; but he (counsel) admitted that the flour had lain on the pier several days. He denied that Captain Hart had not done right in ordering the vessels from the slips. Captain Hart knew that men in charge of the slips had been taking bribes to give choice berths to certain vessels, and when he found that the vessel in question had got a berth in violation of the rules it was his duty to order her out. The fact that no vessel had actually so occupied the slip where the displaced vessel had laid had nothing to do with the matter, for another vessel might at any time have arrived.

Counsel for merchants, Mr. Benedict, in a long address, explained how the position he took at the beginning he could still sustain. With the bribery of Captain Hart he had most to do, and he felt assured that the charge of bribery had been fully proved. Mr. Knapp had been suffering great inconvenience in his business in consequence of delays at the docks, and finally he called on Captain Hart with a view to secure a redress. The Captain told him to see Neiver, and if he would make things pleasant with him all would be right. Neiver got $100 from Knapp, which he handed over to Hart, and subsequently got another $100 from Knapp, which he also gave to Hart. It was admitted that Hart had received both these sums of money. Now that was all he wanted to prove, for it could not be supposed that the money was given or received for any other purpose than to facilitate Mr. Knapp's business at the docks. Every one knew that persons giving bribes or receiving them did not do things openly; a man would not come up to another and say, "I want to bribe you; here is a hundred dollars for you." There was usually a "go-between," and this man Neiver was the "go-between" in this case. As to the returning of the money, it was strange that three months had elapsed before the money was returned. Counsel then proceeded to combat the arguments used by counsel for the accused in regard to the other charges, denying for the most part the assertions made by the latter.

During Mr. Benedict's address Mr. Davis offered to allow the Captain of the Port or Mr. Benedict to ask the accused any questions they pleased. Mr. Benedict replied that he had no objection to open the case again for testimony, but he declined, for his own part, accepting the proposition, as he felt confident he had proved the charge of bribery.

After both counsel had concluded they had a discussion as to when the addresses should come before the Governor. They are each bound to have their addresses printed, but they did not agree as to time, Mr. Benedict insisting that he should have "the last word," while Mr. Davis wanted to see his opponent's criticism. Governor Hoffman is to decide how counsel are to act on this point.

ANOTHER EMBEZZLEMENT CASE.

A Clerk Appropriates $128 to His Own Use.

For some time past Mr. Leopold Schepp, of 180 Duane street, has had in his employ a clerk, a young man named George Weber, who resides at 21 Rivington street. A few days since Mr. Schepp sent Weber out to collect a bill of $128 36. After being absent about an hour he returned and stated that he could not see the parties of whom he was to get the money. The next day, however, Mr. Schepp sent another clerk for the money, who soon returned with the astonishing intelligence that the amount of the bill had already been payed to Weber. That individual was called up, and on being accused of having embezzled the sum did not deny it. Yesterday the parties appeared at the Tombs Police Court, where a complaint was taken against Weber, who, in default of $1,000 bail, was locked up.

THE COURTS.

UNITED STATES SUPREME COURT.

The Appeal in the Case of the Collision Between the Katie and the Des Moines in the Ohio River—The Question of Steamers Meeting on the River at Night.

WASHINGTON, D. C., March 1, 1872.

No. 108. Peter Conrad vs. Hazlett & Weaver—Appeal from the Circuit Court for the District of Missouri.—This was a libel *in personam* brought by the appellees, owners of the steamboat Katie, against the appellant, owner of the steamboat Des Moines, in a case of collision on the Ohio River, in the fall of 1864, in which the Katie was struck and sunk and became a total loss, and the Des Moines was slightly damaged. The District Court adjudged both vessels to be in fault, and ordered that the damages be apportioned between the owners, and that each party pay half the costs. The Circuit Court affirmed the decree. The question for consideration here is whether the fact that the Katie did not display the proper signal lights will exempt the Des Moines from liability for not exercising proper care when approaching another vessel at night, and it is insisted by the appellant that the neglect of his vessel in the matter of signal lights does not absolve the Des Moines from the necessity of observing the usual laws of navigation or such reasonable or practicable precautions as circumstances should suggest. Decided cases are cited to show that when a steamer approaches an object at night and the master is uncertain what it is he should slacken his speed, otherwise his vessel will be liable in case of collision, and this rule, it is contended, will make the Des Moines liable. I. A. Broadhead for appellant, F. A. Dick for appellee.

UNITED STATES CIRCUIT COURT.

The Jumel Estate Case.

Before Judge Shipman.

The further hearing of the case of George Washington Bowen vs. Nelson Chase was resumed yesterday.

Mr. Carter, of counsel for the defendant, was placed on the stand as a witness on the part of Mr. Chase. He testified as to various matters in relation to the legal conduct of this and other suits in reference to the property and will of Madame Jumel. On cross-examination Mr. Carter stated that for his professional services in the will suit he had received $10,000.

Mr. William Inglis Chase, son of Mr. Nelson Chase, the defendant, was the next witness. He said, in reply to Mr. O'Conor, that in his youth he had resided with Madame Jumel; he had never heard Madame say that she had a son; had never heard her speak of George Bowen or George Washington Bowen or of Lavinia or Freelove Ballou.

The remainder of the day was taken up with the reading of depositions, after which the Court adjourned till Monday next, when further testimony will be offered on the part of the defendant.

UNITED STATES DISTRICT COURT—IN BANKRUPTCY.

Marshals' Returns.

Yesterday Judge Blatchford rendered a decision in the case of James M. Adams, an alleged bankrupt. The Register in Bankruptcy to whom the case had been referred certifies that in the absence of the schedule of creditors the United States Marshal, as messenger, had made up his list of such creditors, and sent them notice of a meeting to be held for the election of an assignee, from the best information he could arrive at. Objection was put in, that such a return was not sufficient in the absence of information stating the source from which the Marshal procured his information. The Register held that where a bankrupt went out of the district after his adjudication in bankruptcy it was impossible to enforce a delivery by him of a schedule of his creditors, according to the terms and requirements of the Bankrupt law, and that the return of the Marshal, as made in this cause, was proper and sufficient under the circumstances. The Judge coincides with this view, and holds that the return of the Marshal was sufficient.

COURT CALENDARS—THIS DAY.

UNITED STATES DISTRICT COURT—IN BANKRUPTCY.—Involuntary cases.—Nos. 3138, 3148, 3219, 3224, 3284, 3295, 3304, 3333, 3339, 3341, 3342, 3346, 3349, 3353, 3355, 3359, 3363, 3364, 3365, 3366, 3367, 3368, 3369, 3370, 3371, 3372, 3373, 3374, 3375, 3376, 3377, 3378, 3379, 3351. Calendar for argument.—No. 3150.

BROOKLYN COURTS.

UNITED STATES DISTRICT COURT.

Seamen's Wages—Jurisdiction.

Before Judge Benedict.

Pietro Galliotta and Others vs. The Bark Felicina Chiozza.—This was a suit to recover wages alleged to be due the libellants as seamen. Judge Benedict yesterday rendered the following decision in the case:—This cause having been submitted to the Court on the plea to the jurisdiction, on the proofs and protest of the Italian Consul, and argued by the advocates of the respective parties, and due deliberation having been had, it is now ordered, adjudged and decreed that the libel be dismissed, for want of jurisdiction, without costs.

SUPREME COURT—SPECIAL TERM.

The Mannings Again.

Before Judge Pratt.

Fidelia R. Manning brought suit against her husband for a divorce on the ground of cruel and inhuman treatment, and it is now pending. It is charged that he attempted to have her placed in a lunatic asylum. Some time since Mrs. Manning had her husband enjoined from disposing of his drug store, corner of Clinton and Baltic streets. Yesterday his counsel appeared before Judge Pratt and asked to have the injunction dissolved. The motion was opposed by Mrs. Manning's counsel, and the Court reserved decision.

Decisions.

Anna J. Boylston vs. Andrew S. Wheeler.—Five cases. Judgment for plaintiff in each case.

Louis K. Church vs. Arthur O'Brien et al.—Motion to refer denied.

Albert C. Woodruff vs. Russell W. Adams et al.—Complaint dismissed with costs, unless plaintiff amends so as to proceed against only one of the defendants in this action. Terms reserved until after trial.

William J. Blydenburg vs. Amos J. Bingham.—On paying a trial fee plaintiff may amend his complaint and try cause at Circuit before a jury; otherwise complaint dismissed, with costs.

Henry Newbury vs. Louis Newbury.—Motion to vacate order granted.

Ira Merrick vs. Henry Altenbrand et al.—Motion to strike out answer as shown granted. Ten dollars costs.

William Johnson vs. John Groity et al.—Motion for change of venue granted on defendant stipulating to allow plaintiff to discontinue, without costs; otherwise denied.

People ex rel. vs. George W. Davids.—Mandamus granted. See decision.

CITY COURT.

An Alleged Nuisance.

Before Judge Neilson.

The case of Mulligan vs. Pratt, which is an action for $1,000 damages and to restrain the defendant from continuing his chemical works at Greenpoint, was closed yesterday. The case has heretofore been reported in the HERALD. The counsel will submit their points to the Court in writing. Decision reserved.

ANOTHER DIAMOND ROBBERY.

Capture of the Thief and Recovery of the Property.

Between two and three o'clock Thursday afternoon a servant girl in the employment of Frederick A. Holley, of No. 111 West Forty-first street, temporarily left the house, to go on an errand, leaving the front door open. While she was absent some person entered the house and proceeded to the bedroom of Mr. Holley, on the second floor, and helped himself to a jewelry box belonging to Mrs. Holley, containing diamonds and jewelry valued at £700. The fact of the robbery was reported to Captain Burden, of the Twenty-ninth precinct, who learned from parties residing on the opposite side of the street that they had seen a young man, a relative of Mr. Holley, named George Ginglan, aged twenty, of 10 Abingdon square, leave the house with the box in his possession. They immediately went in search of the young man and found him at the corner of Eighth street and Sixth avenue, and took him in custody. As they were proceeding to the station house Detective Hagan noticed the young man put a piece of paper in his mouth, which he refused to give up and commenced chewing vigorously upon. The officer, seizing him by the nose and throat, choked him until he dropped the paper on the pavement. On examining it he found it to be a receipt from a diamond broker named Reiser, doing business in Bleecker street. Upon arriving at the station house young Ginglan admitted that he had taken the box and buried it in a pile of sand in the cellar of his residence, with the exception of two diamond rings, one of which he gave to a girl employed in a broker's shop on Sixth avenue, and the other mentioned above. Upon proceeding to the house the box was found in the place described by the prisoner, containing all the jewelry with the exception of the two rings, which were also recovered. The prisoner was arraigned before Justice Cox at Jefferson Market yesterday morning and pleaded guilty to the charge. He was committed in default of $3,000 bail to answer at the General Sessions.

THE INSURANCE INQUIRY.

The Check with Miller's Forged Endorsement—More Mystery—President Penfield's and Eldridge's Connection with It.

The Forgery Said to Have Been Perpetrated While in the Custody of Mr. Eldridge.

How Certain Insurance Companies Got Into Bankruptcy.

The investigation into the administration of the Insurance Department by George W. Miller was resumed yesterday at the Board of Fire Underwriters, No. 156 Broadway. Present—Messrs. Tobey, chairman of the sub-committee; A. W. Lippet, chairman of the standing committee, and Dr. Aiken.

The first witness called was George J. Penfield, President of the Westchester Fire Insurance Company, who, it will be recollected, had possession of the $500 check upon which Miller's endorsement was forged. On being sworn, he said:—I reside in New Rochelle; have been president of the company five years; we were examined by Eldridge at the request of the Executive Committee; it consumed a part of six or seven days; we paid $500 for it; the check was left at or sent to Eldridge, at No. 1 Cortlandt street; think I left it there in an envelope (sealed) and addressed to Eldridge; saw the check afterwards in Eldridge's possession—some days after; did not learn who delivered it to him; Eldridge came in and said he was short and wanted money upon it; it was then endorsed with Miller's name; I took it to Brownell & Co. and they paid me $500, which I left in an envelope or handed it to Eldridge at a place in Wall street; my impression is that I left it in a sealed envelope; don't know where the place was; I did not put Miller's name on the check; don't know who did; there is not enough money in the country to induce me to do so; we never paid Eldridge $300 in the office for the examination; when we asked for a certificate Eldridge said they usually got $100 per day; I asked if $500 would do; he said yes; I said I would send the check to No. 1 Cortlandt street; the check was in nobody's possession but mine after Eldridge gave it to me, and was endorsed when I received it; Eldridge said he did not want to be identified with the check in any way; did not know that he was connected with the Insurance Department; said he was a lawyer in the western part of the State; I will swear that when I sent the check to Eldridge it was not endorsed with Miller's name, and when it came back to me it was so endorsed; the examination was made in May; I am not certain whether I left it there or sent it to No. 1 Cortlandt street.

To Mr. Miller—Don't recollect when the examination ended, but believe we got the certificate on 26th of last May; the investigation was very thorough; Eldridge said he was a lawyer, and unless he could make $100 per day it wouldn't pay; I had a conversation at the Sturtevant House with Eldredge in the presence of Crawford; I asked for a certificate; he said we had better go and see you at the Fifth Avenue Hotel; Crawford, Eldridge and I went to see you, but failed to find you; when Eldridge returned with the statement and inquired about the fees, when the amount was decided upon as $500; witness repeated the conversation as to the fees for the examination; don't recollect how I obtained the check from Bowne; I think I instructed him to make it out payable to your or Eldridge's order; am somewhat mixed in my recollection; my best recollection is that Mr. Bowne left the check at No. 1 Cortlandt street for Eldridge.

Q. How do you know it was left at all?

A. That is our way of doing business, but I have no positive recollection on the subject; my instruction to Mr. Bowne was that the check should be left there for you, care of Mr. Eldridge; several days passed between receiving the certificate and again seeing Eldridge and receiving the check; the redelivery of the check took place in the New York office; Mr. Griffin was in charge of the New York office; there were several of the attachés present when the check was handed back to me by Eldridge; I went and got the check immediately; Brownell sent a boy out to get the money; I was not known at the Fulton Bank; did not count the money when I got it from Brownell; put it in an envelope addressed to Eldridge, care of some insurance company about opposite Henry Clews' banking house; I swear I did not draw a check that day for $800 at Brownell & Co.'s for Eldridge or anybody else; I keep accounts at the Butchers and Drovers' and Brownell's; I think I endorsed the check at Brownell's; I think your endorsement was on when I endorsed it; if it had not been so endorsed Brownell would have called my attention to it; I never informed you I had made such a check; your name never was mentioned; I did not know your signature; the check was made payable to you so as to get a voucher; Eldridge's name would not be a voucher.

To Mr. Tobey—We asked Eldridge for a bill, but he said it was not usual to give them.

C. S. Bushnell, sworn—I reside in New Haven; was connected with the Home Fire Insurance Company; it was examined while I was President, in July, 1870; when I took charge the company, I have no hesitation in saying, had not enough assets to pay its debts; the receiver may be able to pay twenty-five cents on the dollar; the sale of stock was not made on Miller's statement; they lost over one hundred thousand dollars in the Portland fire, and I don't think they had a dollar capital after it by doubling risks; the last examination was made by Miller and Southwick, and we paid $200 by checks on the 1st of September, 1870; never saw any entry of $5,000 paid to Sewell & Pierce.

Mr. Miller here offered in evidence a letter from the former President of the company, showing the condition of its affairs. Mr. Tobey ruled that it could not be admitted, when Mr. Miller claimed that it was as proper to secure it as evidence as extracts from Stephen English's paper that had been admitted time and again. The committee sustained Mr. Tobey's ruling. Witness was cross-examined by Mr. Miller, and declared that, being a large capitalist, he hoped to carry the company through, and had so assured Mr. Miller.

George R. Crowford, sworn—I am Secretary of the Westchester Fire Insurance Company; went with Mr. Penfield to the Sturtevant House to see Eldridge; in the first certificate there was some term in the phraseology of it that did not please Eldridge and he took it back and changed it; in other particulars the evidence of the witness confirmed that of Mr. Penfield; I am positive the amount agreed upon to be paid for the examination was $500.

David S. Manners, sworn—Was formerly President of the New Amsterdam, and am now President of the New Jersey Home; the Amsterdam was examined in November by Miller and Eldridge; we paid $150 to Eldridge for the examination; that is all we paid; we received no report and none was made public. (Mr. Manners described at great length the negotiations had with their creditors in the Chicago fire to pay their losses. The reports of these negotiations were made from time to time to Miller, who seemed to approve them, and said they were doing all right, when, to his astonishment, one day Mr. Miller's counsel, Mr. Mead, came in and put Bernard Casserly in charge as receiver; at this time the company was solvent, had settled with their Chicago creditors, and were prepared to make up any deficiency that might exist; indeed, they were anxious to do so; they showed their solvency before Judge Cardozo, but the receiver was retained, only giving $10,000 security when he took charge of the assets; I was told by Mr. James Yearance, of the Astor; told me that I had better apply myself for a receivership; you, Mr. Miller, did not carry out in good faith what you promised.

Question by Mr. Barnes—Was you advised by any lawyer as to getting a receiver appointed? A. Yes, a good many; John C. Dimmick was one; Mr. Wallace, of our company, was another.

Q. What did Mr. Dimmick tell you? A. I prefer you should call Mr. Dimmick; no one, claimed they had any connection with Mr. Miller.

Q. What did Dimmick say? A. He is an old friend; he said, "Don't let the New Amsterdam go down; hadn't you better draw a check for $2,000 and send it to Barnes?"

Q. To Barnes? A. No, Miller.

Q. Did he suggest what account it should be charged to? A. Yes, profit and loss; Mr. Wallace, I believe, suggested something of this kind.

This evidence as to what Wallace and Dimmick said, by consent, was striken out.

To Mr. Miller—The New Jersey Fire Company was organized soon after the Chicago fire; five or six of the present directors were in the New Amsterdam; three others were stockholders; the capital of the New Jersey Fire Company was, when started, $100,000. Witness was examined as to the winding up of the New Amsterdam Company, and a violent skirmish took place between him and Mr. Miller, owing to the witness insinuating that Miller and his party may have had some advantages from the possession of the assets; he had read the article in the New York *Times*, of November, about "Miller's Pet Lambs," and it is a gross slander; the article was read and he denounced it as a slander upon Miller and the company; the company only wanted, when the receiver was appointed, two days to close settlements with debtor and creditor, so as to be solvent; we organized the New Jersey company about ten days after the Chicago fire; reassured the notes of the New Amsterdam in our new company; we did this to protect the creditors and not because we sup-

CONTINUED ON NINTH PAGE.