THE COURTS.

Alleged Smuggling of Gold Watches—A Collision Case in Admiralty—A Case in Life Insurance Agency—A Landlord and Tenant Suit—Verdict Against the Knickerbocker Ice Company—The Bonard Will Case—Business in the General Sessions.

UNITED STATES CIRCUIT COURT.

Alleged Smuggling of Gold Watches.

Before Judge Benedict.

The trial of Charles Marxsen, who is indicted for having smuggled a large quantity of gold watches, gold chains and rings, was resumed yesterday. The leading, principal parts of the case have been already reported in the HERALD. Evidence was given yesterday by Udo Marxsen, brother of the defendant, to the effect that, with respect to the box containing the watches found in Udo's possession, Custom House officers had informed him that if he would give them two of the watches they would let him have the box. The witness said he did not own the box, but would claim it as his if they consented to his claiming it; he never said to the Custom House officer, Meyer, that he would give him $1,000 if he would let the box through; he had no money to give the officer; he had come to this country from Hamburg to seek employment; his brother Charles told him that he had purchased the watches in Switzerland; that he intended to proceed with them, by way of Havana, to Mexico, and there dispose of them; and in order to show that this statement was well founded counsel for defendant, Mr. S. G. Courtney, with whom was Mr. E. F. Russell, handed to the witness a package, which was found in the trunk, and was addressed to a gentleman in Havana. The witness identified the package as the one his brother Charles told him he had received, for the purpose of delivering it in Havana to the gentleman to whom it was addressed. Counsel argued from this fact that there was established proof of a *bona fide* intention on the part of the defendant not to import the watches into New York, but into Mexico or some other place in South America. Meyer, the customs officer, was recalled by Mr. Purdy, counsel for government, and, in reply to questions, said that he had not proposed to Udo Marxsen to get any money or consideration from him for passing the watches through. On the contrary, Udo said he would give $1,000 if he (the officer) could manage to get the goods for him.

The testimony having all closed, the further hearing was adjourned to this morning, when the case will be summed up for the defendant and for the government.

UNITED STATES DISTRICT COURT—IN ADMIRALTY.

A Collision Case.

Before Judge Blatchford.

Yesterday Judge Blatchford tried the case of John Kearney vs. the propeller Vineland, belonging to the New York and Baltimore Transportation Company, and the steamer Weehawken, the property of the Delaware and Raritan Canal Company. Mr. Hill appeared for the libellant Kearney, Mr. Robert N. Waite for the Vineland, and Messrs. Sandford and Woodruff for the Weehawken. It is an action to recover damages for a collision on the Raritan River by which, it is alleged, a barge in tow of the Weehawken was injured by a barge in tow of the Vineland. The case has concluded. The Judge took the papers and reserved his decision.

UNITED STATES COMMISSIONERS' COURT.

Charge Against a Cigar Dealer.

Before Commissioner Shields.

The United States vs. Arnold Lightner.—The defendant, who resides or carries on business in Bleecker street, was charged with selling, or offering for sale, cigars that had not been properly stamped. He admitted the charge, stating that he was poor and wanted to raise some money, his wife being in a delicate state of health. He would not trouble the Commissioner by going into an examination. The Commissioner said he was sorry to hear the defendant's statement respecting his condition; but the law left him no option except to send the case before the Grand Jury.

SUPREME COURT—CIRCUIT—PART 1.

Commissions as Life Insurance Agent.

Before Judge Barrett.

North American Life Insurance Company vs. James R. Dixon.—The defendant was the Buffalo agent of the plaintiffs, and this suit was brought to recover $2,500 for premiums collected by him which he had not remitted. Defendant claims that he held them under an agreement allowing him twelve and a half per cent commission on certain policies collected by him provided the contract should be cancelled. In October, 1869, they mutually agreed to cancel the contract, and the defendant claimed that the amount of his commission outbalanced his indebtedness to the company. Plaintiffs set up that the compensation in question had been fully settled by allowing it to the defendant in the settlement made with him in October, 1867. It was claimed by defendant that this contract was made after the settlement and that he was entitled to receive the same amount again. The Court directed a verdict for the plaintiffs for the whole amount claimed, with interest.

SUPREME COURT—CHAMBERS.

A Landlord and Tenant Case.

Before Judge Cardozo.

S. C. Hatch vs. William H. H. Smith et al.—The plaintiff leased a warehouse, No. 4 Stone street, to Smith, the defendant, to carry on the storage business. Smith failed to pay the rent; the plaintiff sued and obtained judgment. Defendant now asks, by Mr. Thorndike Saunders, his attorney, to set up the fact that he is bankrupt, and unless something is done by way of stopping the plaintiff he might collect his debt, which defendant thinks an unreasonable proceeding.

Mr. Roswell D. Hatch, for the plaintiff, opposed defendant's plea on the ground that the motion should be to set aside the judgment, not to file a supplemental answer.

The Court agreed with the opposing counsel and denied the motion.

Decision.

By Judge Ingraham.

Landon vs. Tribune Association.—Three cases; orders for commission settled.

SUPERIOR COURT—SPECIAL TERM.

Decisions.

By Judge Sedgwick.

Ricker vs. Graham.—Order granted.

Buel et al. vs. Tobacco Manufacturers' Association Company.—Order of reference granted.

Bogart vs. O'Brien.—Order granted.

Hubbard et al. vs. Great Western Insurance Company.—Same.

Davison vs. Parker et al.—Same.

Holt vs. Will.—Same.

Riddle vs. Logan.—Order of reference granted.

Lush vs. Beckerman et al.—Order granted.

COURT OF COMMON PLEAS.

Verdict Against the Knickerbocker Ice Company.

Before Judge Van Brunt.

The Knickerbocker Ice Company vs. John C. Wince.—The defendant made a contract with the plaintiffs for 1,000 tons of ice at $2 per ton, and in 1869 made an additional contract for 2,000 tons of ice at $2 50 per ton, with the option of taking at the same price 1,000 tons more. According to the terms of the agreement the defendant was not to sell, except at retail, and at a price the company might stipulate. It also provided that in case the company should fail through any cause to obtain a full supply of ice that he should then receive only *pro rata* on his contract in proportion to the amount stored to the full supply, and that they should pay him $1 per ton for every ton they failed to furnish. Any other ice purchased by the defendant from them should be charged for at current rates. In May, 1870, they notified Mr. Wince that his *pro rata* share was 570 tons on the $2 50 contract, which, with some 290 tons on the $2 contract, was all the ice he got on the two contracts. In the months of August, September and October of the same year he obtained from them some 490 tons, charged to him at the rate of from $15 to $16 per ton, the total charges against him amounting to $7,833, and leaving, after deducting some payments on account, some $6,000 due. The defendant sets up that the release obtained from him on the 25th of May was got through fraud. The officers, he alleges, told him that they got only about twenty-nine per cent of their full supply, and that if he did not sign the release he could not get a pound of ice. He alleges that the company on the contrary had very nearly a full supply and took this course to compel him to buy at high prices the ice he was entitled to at a low price. He claims to offset as damages the higher price which that ice would have cost him, which he says would have amounted to over $30,000. In support of his defence he brought evidence to show that the sales of the company in the year 1868 amounted to about two hundred and twenty-five thousand tons; in 1869, to about two hundred and nineteen thousand tons, besides an export business of some fifty thousand tons, and in 1870 to about two hundred and ten thousand tons, so that the amount sold during the year in question was but little less than the full supplies of the two previous years. The Judge charged that the defendant was liable on the plaintiffs' bill, but whether the defendant could recover damages depended on how the release of the 21st of May was obtained. If the defendant, knowing all the facts, elected to lose his $1 per ton penalty in order to secure the 570 tons, then that release was binding on him; but if he was deceived as to the facts by the plaintiffs and signed under this influence it was void. He should hold that a full supply did not mean that all the plaintiffs' ice houses should be filled, but the ordinary amount which they required for their business. The basis as to sales was uncontradicted. The rule of damages, should they find deceit to have been practised, was the difference between the contract price of the ice that was not delivered under the contract and the price of it, and at the time he made a demand, in May, which was shown to be $8 per ton; should they find this in favor of the defendant they would deduct from this amount the plaintiffs' claim and find for the defendant for the balance. The jury brought in a verdict for $12,101 96 for the defendant.

Messrs. Oakey & Barnum for the plaintiffs and R. G. Huntley for defendant.

COURT OF COMMON PLEAS—SPECIAL TERM.

Decisions.

By Judge Robinson.

Ontario Bank vs. New Jersey Steamboat Company.—Judgment for defendants; findings of law and fact filed.

Wing vs. Lee.—Motion denied, with $10 costs.

Cohen vs. Rubenstein.—Order of arrest vacated, without costs.

By Judge Larremore.

Steele vs. Bell.—See decree.

SURROGATE'S COURT.

The Bonard Will Case—Contest for the Miser's $100,000—Adjournment Till April 1.

Before Surrogate Hutchings.

A lively as well as an amusing contest was eagerly anticipated in the Surrogate's Court yesterday morning, from the fact that the celebrated Bonard will case was coming up for final hearing. There was a regiment of counsel in attendance, and the prospect of a field day was very fair. When the case was called, however, Mr. Coudert, on behalf of the French Consul and the unknown heirs, moved for an adjournment until the evidence already taken should be fully printed.

The Surrogate gave instructions to have the testimony printed and copies served upon the counsel.

Mr. Gerry opposed the motion for an ajournment.

Mr. Boyd, who appeared on behalf of the executors, suggested that inasmuch as the Court had made no appropriation to pay for the printing, something should be done to see that the printer was paid.

The Court then gave the necessary directions in the matter, and the case was adjourned until April 1.

COURT OF GENERAL SESSIONS.

Before Recorder Hackett.

Burglars Sent to the State Prison.

In this Court yesterday Edward Graham pleaded guilty to burglary in the first degree, the charge being that on the night of the 28th of January he entered the residence of John Gaines, 13 Horatio street. He was detected and caught before making away with any of the property he had prepared for removal. Ten years in the State Prison was the sentence promptly imposed by the Recorder.

John Healy pleaded guilty to the third grade of burglary, the indictment charging that on the 9th of February he broke into the premises of Edward Early, 479 Seventh avenue, and stole $2 84 in money. The extreme penalty for this crime was imposed—five years in the State Prison.

Edward Garry, charged with burglariously entering the premises of Mary Reilly, 58 Ridge street, on the 2d of February, and stealing two coats, pleaded guilty to burglary in the third degree, and was sent to the Sing Sing Prison for four years and six months.

William Lindeman, who, on the 1st of February, stole two bags of feed, the property of Phillips Walker, pleaded guilty to petty larceny and was sent to the Penitentiary for six months.

COURT OF SPECIAL SESSIONS.

A Juvenile Highwayman—Belligerent Till Tappers Sent to the Penitentiary.

In the Court of Special Sessions yesterday morning a boy named John Frazer, aged thirteen years, was tried for highway robbery. From evidence adduced it appears that a small boy about eleven years of age, son of John R. Hunt, who lives at 11 Cannon street, was sent to the grocery store last Friday night with a $10 bill for the purpose of purchasing some goods. On the way he was met by young Frazer, who, presenting a wooden firecracker pistol at his head, demanded:—"Your money or your life!" Hunt paid little attention to this polite request to disgorge, and started on his way, when the young rascal Frazer drew off and struck him with such violence as to knock him down. While in this prostrate condition Frazer relieved the little fellow of his $10 bill and made off with it. Last Monday he was arrested by an officer of the Eleventh precinct, and yesterday Judge Dowling sent him to the House of Refuge.

BELLIGERENT TILL RAPPERS.

On Monday night last John Kelly and Joseph McGinness went into the store of Bernard Mehrsten, 359 Spring street, and while Kelly, with a huge knife in one hand, ran Mehrsten around the room McGinness went through the till and robbed it of its mixture contents—$1 in pennies. An officer arrested the interesting, but demonstrative couple, and, being found guilty as charged, Judge Dowling sent them to the Penitentiary for six months each.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CIRCUIT—Part 1.—Nos. 2381, 2527, 2283, 2475, 2737, 2841, 1807, 2427, 2535, 2487, 2577, 2599, 2705, 2957, 725. Part 2—Held by Judge Brady. Parts open at eleven A. M.—Nos. 1186, 1456½, 2543, No. 1, 2042, 2648, 2700, No 2, 2043, 2178, 2698, 2726, 2806, 2894, 2840, 2601, 1186¾, 1302, 2188, 2550½, 2590, 2706, 2726½, 2829, 2892, 2894½, 2938.

SUPREME COURT—CHAMBERS—Held by Judge Cardozo.—Nos. 173, 175, 23, 47, 64, 67, 68, 82, 86, 89, 91, 92, 95, 102, 108, 138, 144, 147, 152, 155, 168, 173.

COURT OF COMMON PLEAS—TRIAL TERM—Part 1—Held by Judge J. F. Daly.—Nos. 1712, 1428, 1789, 1935, 1899, 1966, 1298, 1509, 1561, 1670, 1326, 1585, 1851, 1981, 1782, 2116, 2009, 1775, 2240, 2244, 2250, 2257, 1839, 2140, 2239, 2181, 2192, 2221, 1845, 2209, 1594, 1936. Part 2—Held by Judge Van Brunt.—Nos. 1708, 2126, 2122, 2039, 2041, 2090, 2144, 1418, 1988, 2099, 1511, 2082, 1773, 2002, 1635, 2042, 1984, 2264, 2226, 2236, 2138, 1779, 1853, 1424, 2223, 2027, 2259, 2150, 2224, 2258.

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Judge Barbour.—Short causes 1810, 1830; set down causes 1509, 1067, 1497, 183, 1697, 1165, 1845, 1847, 619, 1459, 1397, 783, 1583, 1819, 1349. Part 2—Held by Judge McCunn.—Nos. 1068, 760, 540, 382, 624, 848, 90, 816, 1046, 1218, 88, 868, 610, 1246, 1126.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Gross.—Nos. 8181, 8070, 8706, 8359, 8024, 8930, 8935, 7131, 7909, 8016, 8089, 8092, 8 25, 8243, 8361, 8364. Part 2—Held by Judge Curtis.—Nos. 7331, 8117, 9043, 8150, 8225, 8291, 8236, 9133, 8158, 8310, 8259, 8258, 8747, 8124, 8177, 8340, 8343, 9147, 8311, 8313. Part 3—Held by Judge Shea—Parts open at ten A. M.—Nos. 9152, 9223, 9224, 9150, 9070, 9163, 9229, 9227, 8574, 8606, 8919, 8714, 8735, 8816, 8837, 9230, 9232, 9234, 9235.

ATTEMPTED MURDER.

A Car Conductor Stabs a Man in Chatham Street.

About five o'clock yesterday morning, as Augustus Waters, of No. 52 Oliver street, was passing through Chatham street, on his way to the Astor House, where he is employed, he noticed two men approaching him from opposite directions. One of them appeared to be somewhat intoxicated and as they drew nearer Waters stepped aside to allow them to pass. As he did so one of the two men—the one who appeared to be sober—was heard to say, "Oh don't, George; come along;" and in an instant more the intoxicated man caught hold of Waters and plunged a huge, murderous-looking knife into his abdomen. Officer Sullivan, of the Sixth precinct, who chanced to be standing on the opposite side of the street, and who saw the affair, ran over and arrested the would-be murderer and found the knife, which he had thrown away as soon as he stabbed Waters. On taking him to the station house, he gave his name as George Hughes, and his occupation as that of a car conductor. He gave no excuse whatever for his action. During the forenoon he was taken to the Tombs, where Judge Dowling committed him to prison in default of $2,000 bail.

Waters was removed to the Park Hospital, where his injuries were examined by the attending physician and pronounced not necessarily of a dangerous character.

BOND ROBBERY.

A few days since William Brown, a colored man, in the employ of Mr. John J. Howell, of No. 2 Exchange place, stole from his employer two bonds of the New Orleans, Mobile and Texas Railroad Company. The bonds were for $1,000 each, but as they were not fully executed were, of course, worthless. Brown took them to Mr. H. B. Samuel and offered them for sale, and that gentleman, knowing all was not right, caused the "cullud" man's arrest. Yesterday morning he was taken to the Tombs Police Court and committed to answer in the Court of Special Sessions.

AQUATICS.

At the annual meeting of the Neptune Rowing Association of West Brighton, Staten Island, held January 3, 1872, the following officers were elected for the present year:—G. A. Middlebrook, President; W. R. Ladd, Vice President; T. H. Whitman, Recording Secretary; J. D. R. Wemple, Corresponding Secretary; C. W. Durand, Treasurer, and W. R. Wemple, Captain.

On the evening of the 11th instant a meeting of the committees of the different rowing and yachting clubs of the District of Columbia was held at the Dickson House, Washington, at which it was resolved that in order to carry out the project of having a grand national regatta take place on the Potomac River during the coming summer it would be necessary to call upon the public for contributions, and a committee was appointed for that purpose. A committee was also appointed, consisting of Messrs. Gardiner, Marbury, Fife and Upperman, to wait upon the different hotel proprietors and consult with them upon the practicability of raising a hotel purse as one of the prizes. Measures will be taken to procure a reduction of fare on all railroads leading to Washington, and also comfortable hotel accommodations at reduced rates for all who may go to participate in the regatta.

THE TENTH AVENUE HOMICIDE.

Trial of Philip Wilke, Charged with the Murder of Rudolph Wucherer—The Testimony in the Case—Recorder Hackett to Charge the Jury To-Day.

Yesterday, in the Court of General Sessions, before Recorder Hackett, Philip Wilke was called to the bar, charged with the homicide of Rudolph Wucherer on the 24th of September, 1871, by stabbing him with a knife. As the case was not one which created much excitement at the time of the occurrence no delay was experienced in empanelling a jury.

After Assistant District Attorney Fellows had opened the case, having stated that the prisoner kept a lager beer saloon at 41 Tenth avenue, where the stabbing took place, he called Joseph Elle, who said that he knew Wucherer six months, and that he was a machinist; the prisoner kept a lager beer saloon, and witness was present at the time Wucherer received the injuries that caused his death; witness, Francis Weiss and the deceased went into the saloon and asked for and drank six glasses of soda water; the deceased paid the prisoner sixty cents, and then asked Wilke why he called him a vagabond; the prisoner replied that he did did not know of any such expression, and had not said anything of the kind; the deceased said that he could bring witnesses to the fact; then the prisoner's wife, who had been in the rear room, came out and said to the deceased:—"You want still to have something more; you want something from us; you are the meanest man in the world;" Wucherer turned round and said to her:—"You are too mean for me, too bad for me, as that I should talk to you;" then Wilke jumped up and said:—"If you insult my wife I will go and kill you;" he jumped up from the chair, rushed from behind the bar, took a knife, and at the same time stabbed Wucherer in the left thigh; he lived about twelve or fifteen minutes; the knife was seven inches long and was used for cutting cheese; no blows passed between the parties previous to the stabbing—nothing except angry words; not half a minute elapsed from the time that Wilke said, "If you insult my wife I will kill you," and the stabbing; after the deceased was stabbed Wilke and his wife had hold of him, and then he fell down.

Cross-examined by Mr. Howe—The deceased was a powerful man; he (the deceased) did not, after the prisoner said, "If you insult my wife I will go and kill you," take the prisoner by the throat and endeavor to choke him; the deceased did not have the prisoner's wife by the hair of the head, but she struck the deceased in the face.

Francis Weiss testified that he accompanied the previous witness and the deceased to the saloon, and after drinking soda Wilke asked the deceased why he called him a vagabond; he replied that he did not do it, whereupon the prisoner's wife came out and said, "It is no use talking, you are the baddest man in New York; if you earned $30 a week you will spend $50;" Wilke got up and said, "If you insult my wife I am going to kill you," ran behind the bar, took a knife and ran it into the deceased; there was no quarrel previous to the stabbing except angry words; the witness did not see where the prisoner took the knife from.

Cross-examined—The deceased was a big man; he did not take the prisoner by the neck and attempt to choke him; the prisoner's shirt was not torn; the deceased did not catch the prisoner's wife by the hair of her head.

The Assistant District Attorney read the deposition of Dr. Beach, who stated that he made a post-mortem examination of the deceased, and found a wound two inches wide about the middle of the left thigh, and six inches in depth, dividing the femoral artery. The death resulted by exhaustion from hemorrhage.

This closed the case for the people.

THE CASE FOR THE DEFENCE.

Philip Wilke testified in his own behalf. He said that on the 24th of September, 1871, the deceased came into his saloon, and being under the influence of liquor he refused to serve him with wine; when Wucherer called him a vagabond, the prisoner's wife came out and said, "You are one—if you earn $35 a week you spend $50;" when he called my wife the worst woman in the city of New York, I ordered him out two or three times; he said he had a right to be there; then I told him "I'll see whether you have a right to be here or not;" I got up and went towards the counter; he immediately followed me and took me from behind with both his hands by my neck and throat and choked me; then my wife came and wanted to tear him off from me; then he let go of me with one of his hands and seized my wife by her hair; he let go of my wife and took hold of me again with both hands; he was a great deal more powerful man than myself; he pushed me towards the icebox; the knife was lying upon or near the oar (I did not go behind the counter); I took the knife; I did not want to murder the man, but I wanted to give him a good cut so that he would let go of me; if I had intended to kill him I would have stabbed him in the body; what I did was done in self-defence.

Mr. Fellows, in cross-examination, had the interpreter read the following extract from the statement which the prisoner made before the Coroner:—"I saw blood on the floor; now the deceased was stabbed I do not know myself; I did not stab the deceased." Wilke, in response to the question whether he said that or not, replied, "Then they understood me wrong if I said so."

Counsel called Francisco Wilke, the wife of the prisoner, but the Recorder ruled that the law would not permit her to be a witness for her husband.

A recess of half an hour was taken in order to afford an important absent witness time to arrive from a distant portion of the city.

After the reassembling of the Court Simon Adamskey, now on the police force, testified that he went into the prisoner's saloon with a friend on the night of the stabbing; they were in the back room, and there was a row in the other room; just as they got in the back room they saw a couple of men "fussing" on the floor and a woman; one man was lying down and the other one was over him; the same man that was over the man that was lying down had the woman by the hair; he was a bigger man than the one who was lying down; the witness could not tell whether it was the prisoner and the deceased, for he and his friend went out of the back room.

Mr. Howe proceeded to sum up, arguing that the testimony failed utterly to support the charge of murder; but the jury might render a verdict of manslaughter in the third degree.

Assistant District Attorney Fellows, on the contrary, eloquently urged that the evidence clearly established a case of deliberate murder in the first degree. He said that the safest crime men could commit in New York was murder; for when a man killed another lawyers built up a wall of legal technicalities and so worked upon the sympathies of jurors that it was almost impossible for prosecuting officers to obtain convictions where the penalty is death.

As Mr. Fellows did not conclude his argument till late in the evening, the Recorder deferred delivering his charge till the morning.

Mr. Howe read a number of requests to charge, after which the Court adjourned.

THE BRUSSELS MURDER.

Judge Cardozo Refuses to Discharge the Prisoner Vogt—His Reasons for the Refusal.

In the case of the Belgian, calling himself Carl Vogt, arrested on the charge of having in his possession and putting in circulation stocks and shares alleged to have been stolen from the Belgian nobleman, the Chevalier Dubois de Bianco, and also strongly suspected of the murder of the latter, the full particulars of which have been published, Judge Cardozo, of the Supreme Court, rendered his decision yesterday morning upon the application for the prisoner's discharge on a writ of *habeas corpus* and *certiorari*. He refused to grant the application.

REASONS FOR HOLDING VOGT.

The Judge gave the following reasons for the prisoner's detention in custody:—"I think I ought not to interfere under the circumstances of this case. The proceedings are still pending before the magistrate and do not appear to be unreasonably delayed, and while testimony is being and to be given I ought not on *certiorari* to say that what has already been shown does not make a perfect case, for the deficiencies may be supplied and a fair opportunity in such a case should be allowed to the prosecution for that purpose. In the present stage of the case I do not think I ought to interfere as to the question of bail pending the examination, but should leave it to the magistrate before whom the examination is being conducted. If the proceedings are unreasonably delayed a further application may be made." Writ dismissed.

AN OFFAL OUTRAGE IN SOUTH BROOKLYN.

The people of South Brooklyn resident of Court street and Hamilton avenue are highly incensed and threaten violent measures against an outrage that has been foisted upon them by Street Commissioner Bob Furey's orders. The indignity is a crying one, which appeals to every resident of that section of the city, especially as the springtime and sunshine approach. It is none other than the establishment of an offal dock at the foot of Court street. This is one of the most thickly settled sections of the city, and the people resident thereof suffer enough from foul air diseases in the course of the year without enduring such an additional burden as the offal dock or dead animal depot would impose upon them. The contractor, Mr. Clark, is in favor of establishing the dock for carrion on Newtown Creek, far from any habitation; but the city authorities say they have no funds applicable for the erection of such a dock. Threats have been made against the workmen, and fears are entertained that they will be carried into execution. As the breeze now points the offal boats will either be compelled to swim off to some other locality or sink at their moorings.

MUNICIPAL AFFAIRS.

THE BOARD OF AUDIT.

Postponement of the Meeting Until Saturday.

A meeting of the Board of Audit was held yesterday. At three o'clock, the hour appointed for the meeting, Comptroller Green said that he had received a despatch from the President of the Department of Parks, stating that he could not be present at the hour appointed for the meeting of the Board. On the motion of Commissioner Van Nort the Board adjourned until Saturday next, at three o'clock. The act of the Legislature under which the Board is constituted requires the presence of all the members of the Board to render the proceedings legal.

BOARD OF ASSISTANT ALDERMEN.

The adjourned meeting of the above Board was held yesterday.

THE GUIDET PAVEMENT.

A motion by Assistant Alderman Healy to pave 125th street with Guidet pavement was, after a short discussion, ordered to lay over.

THE LAFAYETTE PLACE EXTENSION.

Assistant Alderman CONNOR moved that the Counsel for the Corporation be requested to discontinue the advertisements in the corporation newspapers relating to the extension of Lafayette place. He stated that it was a useless expenditure, and cost the city $184 per day.

The motion was adopted, Assistant Alderman Healy voting "No."

THE NEW PAY ROLL.

Assistant Alderman FOLEY moved the following:—

Resolved, That the Comptroller be requested to pay the several clerks and attaches of this Board salaries as follows:—Clerk, $4,000; Deputy Clerk, $2,000; First Assistant Clerk, $1,600; Second Assistant Clerk, $1,600; Third Assistant Clerk, $1,600; Index Clerk, $1,600; Engrossing Clerk, $1,600; General Clerk, $1,600; Sergeant-at-Arms, $1,600; Assistant Sergeant-at-Arms, $1,600; Doorkeeper, $1,600; Messenger, $1,600; Reader, $1,600; Messenger to President, $800.

The motion was adopted, and the Board adjourned until Monday next.

Alderman SCHWARTZ moved the following resolution:—

Resolved, That the Corporation ordinance of 1866 (section 6), which reads as follows: "No truck, carriage or vehicle shall be drawn or propelled at a greater speed than at the rate of five miles an hour in any street of said city below Fourteenth street," be amended to read as follows:—"That no engine or railroad cars of any description be run at a greater speed than four miles an hour on the New York and Harlem Railroad, excepting that portion lying between Seventy-ninth and 116th streets."

The resolution was adopted.

BOARD OF STREET OPENINGS.

A meeting of the Board of Street Openings was held yesterday afternoon at the office of the Corporation Counsel, in Nassau street. Present—Mayor Hall, Comptroller Green, Commissioner Van Nort, Commissioners Sands and Kings, of the Tax office, and Corporation Counsel Richard O'Gorman; Mayor Hall in the chair. On motion of Commissioner Sands Commissioner Van Nort was appointed Secretary *pro tem.* Mr. O'Gorman offered the following preamble and resolution, which were unanimously adopted:—

Whereas the extension of Lafayette place from Great Jones street to Bleecker street, in the city of New York, was heretofore directed by a resolution of the Common Council, adopted October 11, 1869; and whereas the said Common Council have lately directed the proceedings in relation to the said extension to be discontinued; and whereas many doubts have arisen as to the power of the Common Council to direct such discontinuance, now, therefore, in order to ratify and confirm and give validity to the said action of the Common Council, be it

Resolved, That all legal proceedings taken for the said extension of Lafayette place be now discontinued and public notice given of the same.

The Board then adjourned.

THE CROTON WATER.

Commissioner of Public Works Van Nort states that the collection and enforcement of the ordinances relative to the water rents, by close examination of the hotels, factories, breweries, slaughter houses, stone yards, stables and tenement houses, are being rigidly carried out, and the payment of dues, which were gradually passing into a state of non-enforcement, will now be fully carried out. The receipts from this source have been increased to the extent of $61,500 during the present year over the corresponding months of 1871, and at this rate the increase for the present year would be upward of $200,000 per annum.

DEPARTMENT OF DOCKS.

The Commissioners of the Department of Docks held their weekly meeting yesterday, when the following business was transacted:—

REPORTS OF COMMITTEES.

The Executive Committee reported in favor of notifying J. S. Brown, street cleaning contractor, to raise the gunwales of his garbage scows, to prevent garbage falling into the slip. Adopted. To require the removal of the obstructions at the end of pier 23 East River. Laid over. The Auditing Committee reported the balance on hand January 31, $103,369; receipts and interest on deposits to February, $72,657; total, $176,027; disbursements and amounts paid to Commissioners of Sinking Fund, $116,002—balance on hand, $60,025. This, Mr. Wood said, had been increased by amount received from the Comptroller $50,000, so that the sum on hand is about $105,000, less several payments. He also stated that the Board is promised $200,000 more before the end of March, and they could not go on with their work before that was received.

REMOVAL OF OBSTRUCTIONS.

Mr. KANE offered a resolution that, as the Supreme Court has removed the injunctions restraining the Board from removing certain obstructions on the water front on the North River, Messrs. Coffee, Williams and others be notified to remove these obstructions on or before April 1 next, or they will be removed by the Board at their expense, and that all other parties who have been notified to remove them be required to do so on or before that date.

After this discussion, some of the members thinking the action was premature, the resolution was adopted, Messrs. Agnew and Hunt voting nay.

Several communications were received and referred and the Board went into executive session.

THE COMPTROLLER AT WASHINGTON MARKET.

Comptroller Green made an official visit to Washington Market yesterday, accompanied by Colonel T. F. Devoe, Superintendent of Markets, and Mr. R. G. Carroll. The building had been put in a rather cleanly condition to receive the visitors.

The Comptroller first noted the extension on West street, which has been made of late years, and then proceeded to the West Market, and also had his attention drawn to the offensive dumping pier at the foot of Vesey street. Then going to the main building he was formally welcomed by Halsey W. Knapp, who said that for twenty-six years the market had never been visited by any city official and complimented Mr. Green on the improvements which had been made in the city during his administration.

The Comptroller replied that, without pledging himself to any particular line or policy in regard to Washington Market, the general weal would be protected. He was glad to see that many of the objectionable features of the market had been removed. He did not believe that it was advisable to remove the market higher up town.

PAYMENTS BY THE COMPTROLLER.

Comptroller Green yesterday paid the Department of Public Parks, for salaries and wages of attachés and laborers of Central Park, $40,000; also the salaries of officers and clerks of the Mayor's office for January and February, 1872, $4,800.

THE JANITOR OF THE NEW COURT HOUSE.

The City Chamberlain has ordered the family of Edwin M. Haggerty, the alleged voucher thief, formerly janitor of the new Court House, to vacate the premises immediately. If, as hitherto, they slight the order, the only course to be pursued is for the Board of Supervisors to direct the Corporation Counsel to take the necessary legal measures to remove them.

Yesterday the County Treasurer appointed Mr. Richard Flannigan to the office of Court House janitor. Mr. Flannigan has entered upon his duties and will await the development of events as to his pay, the provisions for which seem at present to be somewhat complicated.

PROBING THE PUBLIC OFFICES.

A Complainant at Last Found.

Messrs. Niles and Flammer, of the Register's and County Clerk's office investigation, under the authority of the Judiciary Committee, sat last evening at the Fifth Avenue Hotel to hear complaints as to the management of these bureaus. A lawyer, Samuel B. Higginbottom, after very imperiously demanding the authority under which the committee acted, volunteered to testify that he had done business in these offices for twenty years, and the manner of doing it was precisely the same to-day as under former administrations; that they have charged in the Register's office five times the legal fees, and he had paid into both offices fully $1,000 per year extortionate charges; witness said that if the committee would go to the Equitable or Mutual Life associations they would find records of searches where the present Registrar has charged more than three times the statutary allowance; the statute allows but ten cents a folio; the charge is about $2 75 to $3; for a satisfaction piece, twenty-five cents, and they charge $1; by the extra exactions on searches the Registry office realizes about $75,000 per year; he produced a copy of a search where the Registrar charged $25 95, while the law of 1840 declares he can charge but $5 for any search; under some law he claimed to be entitled to charge five cents for each return and ten cents per year for each name; his fees for this search instanced would, therefore, be but $7 55; you will find that illustrated in every lawyer's office in the city, and this has been the complaint for years; they say their business is stopped if they complain; the law of 1853 requires the Registrar to make his search without delay, and he forfeits his fees if he does not do it within twenty days; I never could get my searches in fifty days unless I paid extra; the Registrar can give every search within five days; I have put in one since the 1st of January, and the same system prevails under the present management, as I learn by reference to searches made this year; I will give the committee the names of six gentlemen to produce papers which will prove all I have said about the overcharges, by both the late and present Registrar; they are James W. Alexander, Equitable Life Insurance Company; Mr. McCurdy, of the Mutual Life; Mr. Betts, of Betts & Robinson, and Dwight Olmstead.

Speaking of the abuses in the County Clerk's office, witness said his general experience was that the lawyers were constantly complaining of exactions, and they have spoken of the necessity of a combination to resist them; he believed the County Clerk's office now is managed better than it was under any of Loew's predecessors; he only complained of the charges for searches, and had no other knowledge of irregularities; the Clerk never makes a search that he does not charge from two to three times as much as the law allows; witness produced a copy of search, where the charge made was $29 40, and stated that under the law he was only entitled to $28 35; frequently he had searches which permitted of no extra charges unhonored for fully thirty days; the County Clerk indicates on the return the extra charge; the charge for extras frequently was as large as the legal charges. The further hearing of evidence as to the Registry Office was set for Saturday, at ten o'clock A. M., and for the County Clerk's office at six o'clock P. M. the same day.

THE JERSEY CITY FRAUDS.

Fourth Day of the Trial—The Police Assessment $3,000 for the Ring—Erasing the Pay Rolls—Who Forged Captain Parker's Name to a Check?—The Case for the State Closed—Mr. Pritchard's Statement.

The trial of the Police Commissioners and Chief of Police of Jersey City was resumed yesterday.

Robert P. Dickson, inspector of Police, was placed on the stand. He testified that he had certified to and signed the pay rolls; he received instructions to insert the increase to the salaries of the Chief and captains; the Chief informed him that President Pritchard had directed it; his own salary for the first half of November was $164 17, though it was usually but $54 17.

Q. What is your regular salary? A. I don't know; ordinarily I receive the same as captain; I collected money from the men for political purposes; the total amount was about $3,000; this money I handed over to President Pritchard in two instalments.

George Warrin, clerk to the Police Commissioners, was examined, but there were few revelations in his testimony not previously given by other witnesses. A pay roll from which the total amount had been erased was shown and he was asked to account for the alteration. The only answer given was, "I don't know."

District Attorney—Has not the total of these five lines been altered. Just look at it yourself? A. Yes; I see they have; but the alteration was not made by me.

Q. You don't know then who made the alteration? A. No. In looking over the check books one appeared which was drawn for $100 salary of Mr. Warrin, and dated November 16, but it was not signed. This he could not account for, although he admitted he received the money. He received altogether for eleven months services $1,100.

John E. Scott, City Clerk, testified to the warrants drawn by him for the Police Department.

Mayor O'Neill was examined and testified to the warrants signed by him for the Police Department. He was cross-examined by Mr. Winfield—The warrants are drawn by a resolution of the different boards and I sign them; it is impossible for me to tell whether they are correct or not; it is not usual to have warrants drawn for salary not already due; I would not sign a warrant under any such circumstances. Mr. Winfield here exhibited a warrant dated October 5 and signed by the Mayor for salary due to the Police Department for the month of October.

Q. How do you explain that? A. Well, there is considerable red tape about it; the money has to pass through so many hands I would not sign it if I had known it; I would not, as a rule, sign any warrant in advance or for work not yet done.

Q. Well, but has it not been done during your term as Mayor? A. No; the money would be simply drawn beforehand and placed to the credit of the Commissioners to be paid out when it became due.

To the District Attorney—Never heard of the policemen being paid in advance; I am an ex officio member of the Police Board, but I never attended any of their meetings except two or three; don't know of my own knowledge whether any warrant was ever drawn for the pay of policemen in advance; the warrant never specifies for what time the money is to be paid.

Ezra A. Carman, City Comptroller, and Josiah Hornblower, City Treasurer, were examined. The latter, on cross-examination, stated that it was a common thing for the different boards of the city government to draw salaries in advance, thus testifying in direct contradiction to the Mayor.

David A. Taylor, paying teller of the Hudson County Bank, was examined for the purpose of certifying to the checks for the Police Department which were paid by that bank.

Captain Parker was recalled and was shown the check book. The signature to a check for $50 and signed "James Parker" was not his; neither was the signature "James Parker" on the corresponding check; he did not authorize any person to sign his name; he received the money on it, however.

The District Attorney announced that the case for the State rested here.

THE DEFENCE OPENED.

The first witness called for the defence was E. M. Pritchard, President of the Police Commissioners, who testified:—Had a conversation with Captain Benson last September about an increase of salary, which the Captain earnestly desired; told him that the thing could not be done just now; he spoke to me a second time, stating that he could not make ends meet and that something ought to be done; I replied that if the other Commissioners were satisfied I would be; had a conversation with members of the Board in regard to that matter; spoke to all except the Mayor; the conversation was started by Commissioner Edmondson, who said he had been appealed to by Captain Van Riper; some of the other members said they had also been appealed to by captains; I rather favored the increase, as the captains had been very liberal in contributing for election purposes, and they had other expenses; we made an agreement that we would give an increase up to the 1st of January, to tide the men over their difficulties, and we would then make a reduction; this me