THE COURTS.

The Bradley Bankruptcy Case—Important Testimony.

A BREACH OF PROMISE CASE.

The Lowerre-Chalmers Suit—Heavy Damages Awarded.

BUSINESS IN THE OTHER COURTS.

Conviction of Benoni Howard—Sentence Deferred—A Wholesale Charge on the City Treasurer.

An action has been commenced in the United States Circuit Court by G. B. Lamar through his attorneys, Messrs. Ward, Jones and Whitehead, against Hugh McCulloch, ex-Secretary of the Treasury, for the purpose of recovering the value of 578 bales of upland cotton, which, the plaintiff claims, were illegally seized by the defendant in the month of October, 1865. The answer of Mr. McCulloch is, after pleading the general issue, a special plea that the cotton was seized as abandoned property in Georgia; that it was taken possession of by him in accordance with the laws of Congress and the proclamations of the President; and that, therefore, he (Mr. McCulloch) is not responsible personally for anything that happened in reference to this property.

ALLEGED FRAUDULENT BANKRUPTCY.

Case of William E. Bradley.

The adjourned examination of William E. Bradley, who is charged with having committed acts of alleged fraudulent bankruptcy in connection with the suspension of Edson Bradley & Co., was taken up yesterday before United States Commissioner Betts.

Mr. Drake appeared for the prosecution, and Mr. Ethan Allen for the defence.

TESTIMONY FOR THE PROSECUTION.

Edward F. Church was called as a witness for the prosecution. Having been sworn, he gave evidence as follows:—I was a clerk in the employ of Edson Bradley & Co. up to January 1, 1873; at that time the firm was composed of Edson Bradley and W. E. Bradley; they had composed the firm for two years; I became a partner on the 1st of January, 1873, in the new firm, composed of Edson Bradley, W. E. Bradley and myself; $104,000 was the capital of our firm—Edson Bradley, $100,000; W. E. Bradley, $2,000, and myself $2,000; I had put in $1,600 up to the period when bankruptcy proceedings were begun; Edson Bradley put in in stock $86,000; William put in nothing; after the new firm was organized they might have owed the old firm $10,000 for about thirty days, this was, probably, some eight months before the proceedings in bankruptcy. (The counsel for the prosecution here put in evidence twelve notes, amounting altogether to $18,000.) These twelve notes were all payable at the Importers and Traders' National Bank to the order of the drawers, Edson Bradley & Co.; they were the notes of the old firm of Edson Bradley & Co., and endorsed by them; these notes were brought from the firm of A. C. Bradley & Co. in a box; that box I have seen before at the store of E. Bradley & Co.; the name "Edson Bradley" was upon the box; I took the notes out of the box; before the firm suspended I had a conversation with Edson Bradley and the defendant; we suspended on the 10th of December; they said they would be obliged to suspend or ask for a suspension; I replied that I did not think so, as long as we had the amount of money then to our credit in the bank; W. E. Bradley remarked that "we would be obliged to suspend, as he did not see how we would be able to pay 100 cents; that we should not mix ourselves up in the suspension, and that it would be better for the old gentleman to manage it;" other conversations of a similar character passed between us from day to day; I said I did not think that we ought to suspend, and that if we had to do so it would be better for me to take proceedings in bankruptcy and show the whole affair up; a young man, Charles Parsons, was our bookkeeper; before I joined the firm Parsons was their bookkeeper; subsequent to the suspension of the firm I understood that Parsons was to go out collecting; I remarked to W. E. Bradley that Parsons, in my judgment, would not pay expenses; W. E. Bradley replied, "Perhaps he will not, but we do not require him here while our statement is being prepared, as he knows all about our affairs and books;" a few days after we failed defendant said to me, "If any of our creditors ask questions, we do not know anything about it; refer them to the old gentleman; he has gone through this thing before, and knows all about it;" W. E. Bradley came to me about the time of the suspension and said, "There has never been but about $55,000 in the concern;" on asking him how that was, he said, "We are supposed to have $87,600, and the old concern owed to the new one $6,000, and there was a suspense account of $26,000 belonging to the old concern;" putting the two sums together he deducted the total from the $87,600, leaving somewhere from $50,000 to $55,000, and that was all the capital the concern ever had; I told him I understood that the old concern had a suspense account of $26,000, and that this was more than sufficient to clear off the indebtedness of $6,000 to the new firm, which would leave the capital of $87,000 intact; Mr. Hoffman, the head bookkeeper, having been referred to, argued pretty much in the same way; William remarked, "The firm has never had over $55,000 in the business, and if we can get a settlement and save $100,000, your interest will be twenty-two and one-half per cent of $45,000;" I replied to him, "I did not see it;" Edson Bradley usually drove into business in a horse and wagon; I always believed the horse and wagon belonged to him, and he always spoke of them as his; the defendant and I had some talk about notes and checks which were taken away from the store on the morning of the day the bankruptcy proceedings were begun; I asked him on that day if he knew of any notes or money belonging to the firm; he stated that he did not; he said, in reply to me, that he had not taken $20,000, the property of the firm; he said he had not taken about $20,000 in notes and left them with Alvin C. Bradley or at his office; he stated that he did not know any more about the assets of the establishment than I did.

The further hearing of the case was adjourned for a week.

BREACH OF PROMISE SUIT.

A Lawyer Charged With Seduction and Breach of Promise of Marriage—Verdict Against Him of $25,000 Damages.

Opening closet doors that otherwise would remain for ever unopened, and revealing household skeletons that otherwise would never be known to exist is one of the results of litigation. Of course, according to the nature of the suit, there is a wider opening of these doors and a more barbaric exposure of the ghastly, grinning spectre whose existence there has been such sedulous striving to keep hid from the public. A case strongly illustrative of this fact is the action brought by Miss Phoebe A. Lowerre against Andrew B. Chalmers, a lawyer, for damages for alleged seduction and breach of promise of marriage. It is simply the "old, old story," and yesterday is not the first time it was brought into court. Something over a year ago the suit was instituted, and on an inquest in the Superior Court Miss Lowerre was awarded $20,000 damages. Mr. Chalmers got the General Term to order the case to be reopened and a new trial to be had. The case came on for trial yesterday, before Judge Van Vorst, of the Superior Court. In the early part of the day Mr. Chalmers, who had taken the legal management of his side of the case into his own hands, was present in court and answered "ready" when the case was called, but when the time for trial arrived he was *non est inventus*. Judge Van Vorst directed the trial to proceed, notwithstanding his absence. Meantime the plaintiff had amended her complaint, and now sued for $30,000 damages.

MISS LOWERRE'S STORY.

A brief preliminary statement of the case was given by Mr. A. J. Vanderpoel, counsel for Miss Lowerre, and then she was placed on the witness stand. She is a brunette, of delicate features and figure, and was plainly, though tastefully, dressed. Her age, according to her own statement, is twenty-six, though she looks much younger. She kept her veil down and spoke in a very low and subdued voice—so low, in fact, that her counsel had to repeat her words after her to the jury. In 1864—thus ran on her story—she was living with her mother, who was a widow. Their house was in West Fifty-fourth street, and there boarded with them Rev. William Mable, who was then rector of St. Alban's church. He was their only boarder, and in a short time he introduced to the house Mr. Chalmers, whom he recommended as a most estimable young man, a communicant in his church and the

TEACHER OF A SUNDAY SCHOOL CLASS.

Mr. Chalmers had just been admitted to the Bar, and was mentioned as a rising young lawyer. After a little while Mr. Chalmers asked to be admitted also as a boarder in the family, and, his request being complied with, he soon became her suitor, and in the course of a few months they were engaged to be married. Mrs. Lowerre moved into Fiftieth street. Mr. Chalmers remained with them in their new abode. They went to Harlem to live. Mr. Chalmers continued still to board with them. From here they moved to Chatham, N. J., and then to Elizabeth. Mr. Chalmers came down unfailingly every Saturday night and remained over Sunday. At length her mother was taken sick, and was greatly anxious as to the future of her daughter. Mr. Chalmers wrote a tenderly affectionate letter, which was subsequently read to the jury, telling the mother to dismiss all such anxiety from her mind, and solemnly avowing his intention to marry her daughter and become her life-long guardian and protector. The mother died happy in the belief that this vow would be fulfilled. In the meanwhile, on the strength of their engagement, he induced her to allow him marital rights. He

PUT OFF THEIR MARRIAGE,

waiting the death of an uncle from whom he had "great expectations." This uncle died, and by his death he was lifted from comparative poverty to affluence. A change came over the spirit of their dream. Coldness arose on his part, and worse, she found herself *enceinte*, and through medicines furnished by him destroyed their unborn child. It was a long and painful story, but the above is the substance of it. Its close was his final abandonment of her and marriage to another lady.

SOME OF HIS LETTERS

A number of letters, written by Mr. Chalmers to Miss Lowerre, were read to the jury. The following are samples taken at random, and though not taking high rank in the literature of love letter writing, evince at least the measure of love he expressed for her:—

NEW YORK, Jan. 12, 1866.

MY LITTLE DARLING—Here I sit me down to write, hoping that this may reach you in time to relieve you of anxiety concerning my absence from your side to-night. As uncle has not reached town to-day and there is no probability of him doing so to-morrow, I find I must see him concerning business before to-morrow afternoon, and, in order to see him, I see no other way than to go to Riverdale. Will you pardon me just this time for absenting myself? Yes, I know you will. Your loving

CHALMERS.

NEW YORK, Jan. 25, 1866.

MY LITTLE BLUEBIRD—Another night away from home, but please don't scold or think hard of me, for I must go to uncle to get a paper which he has to bring down this morning, and as neither he nor Smith is in town I see no other way to get it than to go myself for it; for it must be at the office by ten o'clock to-morrow morning, provided the world turns around and the city stands.

"When the night begins to peep
Then my little bird can go to sleep."

Won't that be nice? Ain't that pretty, and don't you feel proud of your miniature poet? Alas! who can tell what a great man I may be at some distant day? I have not asked if you will excuse my absence to-night, and especially as it is on business. But I know you will, won't you? Fearing this would not reach you to-night I send this by my office boy to let you know that no harm has fallen to the lot of your DARLING.

CORROBORATIVE TESTIMONY.

Miss Anna Seaman and Mrs. Mary A. Kitchen corroborated the statement of Miss Lowerre as to the engagement of marriage existing between her and Mr. Chalmers. A deposition of Rev. Mr. Mable was also read to the same effect.

THE VERDICT.

Mr. Sweet, associate counsel of Mr. Vanderpoel, after the submission of the testimony, briefly addressed the jury, picturing the terrible wrongs inflicted upon Miss Lowerre by Mr. Chalmers and the life-long blot and blemish cast upon her fair fame. The jury were out but a short time and brought in a verdict of $25,000 damages. And thus ends the present chapter from this painful episode of real life.

BUSINESS IN THE OTHER COURTS.

UNITED STATES CIRCUIT COURT.

Conviction of Benoni Howard—Sentence Deferred.

Before Judge Benedict.

The further hearing of the case of Benoni Howard, indicted for counterfeiting match stamps, was resumed yesterday.

Counsel on either side having closed their summing up addresses to the jury, Mr. Purdy, for the prosecution, addressing the Court, said he had forgotten one important point in his address to the jury, and that was to state to them what the punishment would be in a case of this kind.

Judge Benedict—I cannot allow you to do that. This case must be determined by the jury entirely irrespective of what the punishment may be.

Mr. Purdy—It has been my practice to do it in other cases.

Mr. Huntingdon—It is a bad practice and I object to it.

Mr. Purdy said he remembered that he lost a case because some of the jurors believed that the punishment attaching to the offence was greater than it really was.

Judge Benedict—The question of punishment is not to enter into the consideration of the jury. They are to arrive at a conclusion in this case wholly regardless of whether the punishment affixed to the offence charged be one year's or ten years' or twenty years' imprisonment.

Judge Benedict then charged the jury, stating that he would not express any opinion of his own, but leave to them the responsibility of determining the question of fact involved in the case.

At half-past two o'clock the jury retired for consultation, and at twenty minutes to four they returned, finding

A VERDICT OF GUILTY,

with a recommendation to mercy.

The prisoner was remanded for sentence, and the Court adjourned till this morning.

SUPREME COURT—GENERAL TERM.

A Wholesale Charge on the City Treasury.

Before Judges Davis, Daniels and Donohue.

A batch of appealed mandamus cases came up for argument yesterday in this Court. The cases were those of James Hennessy, Gratz Nathan and William Wood, who are seeking to recover fees as commissioners for the extension of Madison avenue; of Edward Boyle and J. A. Bagley, who want their pay as surveyors in the Broadway widening cases and the Riverside Park opening, and of George H. Purser, who is seeking compensation as clerk of commissioners for opening various up town streets and avenues. In all these cases judgment was refused by the Comptroller on the ground of overcharges and fraudulent make-up of their bills. Applications were accordingly made for mandamuses directing the Comptroller to pay them the amount of their respective claims. These applications were denied by Judges Barrett and Fancher in Supreme Court, Chambers, on the ground that the proper remedies were actions at law. An appeal was taken from these decisions and it was upon this appeal that yesterday's argument took place.

Dexter A. Hawkins appeared as counsel for the Comptroller in all the cases, and at Chambers maintained that the charges were in most of the cases fraudulent and exorbitant, and argued that the proper remedy of the parties was by action against the city, where the defence of fraud could be interposed. The first case was heard before Judge Barrett, who denied the motion for mandamus on the ground that the relator had a remedy by action. Judge Fancher, before whom the remainder of the cases came, followed this precedent, refusing the writ of mandamus, though delivering an opinion giving reasons which, he said, led him irresistibly to the conclusion that the writs applied for should be issued. Messrs. Buckley, Vanderpoel and Alison presented arguments yesterday for their several clients upon the appeal, arguing that Judge Barrett's decision—based upon provisions in the act of 1813—was erroneous, as other parts of the enactment showed that the Legislature did not intend to render the city liable to action for these expenses as for a debt, and that no such action will lie; that the city is designated as a mere intermediate agent between the real debtor and the creditor; that these expenses were payable out of a special fund, and were to be "borne" and "paid" by other persons than the city.

After hearing the argument the Court took the papers, reserving its decision.

SUPREME COURT—CHAMBERS.

Decisions.

By Judge Lawrence.

Hartman vs. Smith; Harley vs. Second American Building Association; Mitchell vs. Buma; In the Matter, &c., Ingersoll; Kohlsaat vs. Devoe; Craig vs. Craig; Stegman vs. Stegman.—Memorandums.

Wallach vs. Sobel.—Order granted, on conditions.

Continental Bank Note Company vs. Industrial Exhibition Company.—Reference ordered.

Kelly vs. Travis.—Motion denied, with $10 costs.

Peyser vs. Lasette.—Order resettled as modified.

In the Matter, &c., Gallagher.—Granted.

Nassau Bank vs. Frizelle.—Motion denied, with $10 costs.

Chapman vs. Colton.—Judgment for plaintiff, with $10 costs.

SUPERIOR COURT—TRIAL TERM—PART 1.

Damages for Falling Through a Hatchway.

Before Judge Van Vorst.

Michael Pender fell through a hatchway in the warehouse of Messrs. Edward C. Johnson & Co., in Bridge street, and, on account of the injuries received, claimed $5,000 damages, for which he brought suit in this court. The case was tried yesterday and resulted in a verdict for $750 in his favor.

SUPERIOR COURT—TRIAL TERM—PART 2.

A Widow's Suit on Account of the Death of Her Husband.

Before Judge Sedgwick.

In the latter part of January, 1873, John Angell jumped off the front platform of one of the East Broadway and Dry Dock cars while in motion. In doing so he fell under the car and was run over and sustained injuries from which he died a few days later at the Mount Sinai Hospital. His wife brought suit against the railroad company for $5,000 damages, and the case was tried yesterday. After the testimony had been submitted in her behalf the opposing counsel moved to dismiss the complaint on the ground of contributive negligence. He read various decisions in which it is held that jumping off the front platform of a car while the car is in motion was such negligence. In this case the testimony showed, however, that the deceased twice asked the driver to stop, and he not doing so, he jumped from the car. There was quite a lengthy discussion, which finally ended in a dismissal of the complaint.

SUPERIOR COURT—SPECIAL TERM.

Decisions.

By Chief Justice Monell.

Myers vs. Myers.—Motion granted.

World Mutual Life Insurance Company vs. Burch; Hand vs. Hand et al.; Boylan vs. Boehm.—Orders granted.

Arnold vs. Keyes.—Motion for new trial dismissed.

Moore vs. Shaefer.—Motion dismissed with costs.

COURT OF OYER AND TERMINER.

The Case of Mulholland, the Alleged Wife Murderer—An Alibi That Did Not Succeed—Sensational Stories by Reporters.

Before Judge Brady.

The first case called on for trial in this Court yesterday was that of Thomas Mulholland, indicted for murder in the first degree for alleged killing of his wife. Mr. Abe H. Hummel, the prisoner's counsel, was ready to proceed, but Assistant District Attorney Rollins informed the Court that they were not ready on their side, owing to the absence of a material witness. Upon this statement the trial was postponed.

Herman Arnold, a youth aged seventeen, was tried for burglary in the first degree. It was shown that the dwelling No. 179 East Broadway was broken into and a bundle of clothing of the value of $75 stolen, which bundle was found in the possession of the prisoner. His explanation was that he found the bundle, and his father and mother swore an alibi for him. Two policemen testified to his having been arrested before on other charges. He was convicted of grand larceny from a dwelling house, and Judge Brady sentenced him to State Prison for six years.

George H. Johnson, who kept the place in Sixth avenue, charged with being the rendezvous of a gang of masked burglars, upon which a police raid was made a few evenings since and thirteen persons arrested, is anxious to get out of prison through reduction of his bail. Application was made to this effect, and the counsel for the accused claimed that the facts of the case were greatly exaggerated by the reporters in their eagerness to make up a sensational story. Judge Brady naively remarked that the reporters always wrote in very charming style, and then he took the papers, reserving his decision.

COURT OF COMMON PLEAS—SPECIAL TERM.

Decisions.

By Judge Daly.

Brown vs. Neiss.—Motion denied. (See opinion.)

In the Matter, &c., Knapp.—No good cause shown.

By Judge Robinson.

Allen vs. Allen.—Judgment of divorce granted to plaintiff.

MARINE COURT—PART 1.

Suit of a Mother Against Her Son.

Before Judge Alker.

Kraemer vs. Kraemer.—The plaintiff, Catharine Kraemer, states that in the beginning of last year her son, the defendant, came to Germany, where she was, from this country, and arranged to bring her over here, and that she at that time gave him 1,150 guilders, 150 to pay her travelling expenses and the remaining 1,000 to be put in bank to her credit, which should belong to the defendant at her death. They came to New York and lived together six months, when the plaintiff left her son's home and took up her abode with some friends, and on demand made for her money failed to obtain it, wherefore this suit. The son claims that the money was a gift to him, on condition that she should bring her here and treat her well, and says that this he has done, and is still ready to provide for her. A great lack of intelligence was exhibited on both sides, and it was extremely difficult to get at their respective versions of the case. Verdict for the plaintiff for $400.

Action by an Insurance Company.

National Fire Insurance Company vs. Kindt.—In December, 1871, the defendant insured his piano factory with the plaintiffs, and it is testified by the insurance broker that, seeing the sign on the factory changed to Kindt & Co., during the year, he inquired of defendant if he did not wish the policy changed to correspond, to which he replied in the affirmative, and it was so changed. When the year expired the broker carried a renewal to the factory in the same name (Kindt & Co.), not seeing defendant at that time; but that subsequently, the premium not being paid, on a request that the renewal certificate be returned or the money, the defendant said he wanted the insurance continued and would pay the premium. The amount not being paid, this suit is brought. The defendant denies that he requested a renewal of the policy, but admits that he told the broker that he would get it for him, and says that after the change of name of the firm he had no further interest in the business. Defendant's counsel claimed that the change on the former policy was notice to the company that defendant's interest had ceased, and that in any event the defendant, having no longer an insurable interest, even if defendant did effect the insurance, that it would be a contract void for want of consideration. Judge Alker charged the jury that if the defendant consented to the insurance and promised to pay the premium he rendered himself liable.

The jury rendered a verdict in favor of plaintiff for $60.

MARINE COURT—PART 2.

Decisions.

By Judge McAdam.

Hall vs. Leet.—Action to recover $487 19 for a case of silk goods lost while in defendant's warehouse. Inquest by default and judgment for the plaintiff for $487 19, costs and $25 allowance.

Holmes vs. Walker.—Inquest by default and judgment for the plaintiff for $327 70, with costs, and $25 allowance.

Jacobi vs. Rohrbach et al.—Action to recover $306 61 for goods sold and delivered, the defence being that the goods were purchased by one member of the firm on his own individual account. Verdict for the plaintiff for the full amount claimed.

Goldstine vs. Nathan.—Action to recover $64 for goods sold and delivered, the defence being that the goods were not purchased by the defendant or on his account. Verdict for the defendant.

MARINE COURT—CHAMBERS.

Decisions.

By Judge Joachimsen.

Solomon vs. Bough.—Motion granted on payment by defendant of $10 costs of opposing this motion, defendant serving answer within three days, and stipulating that a jury is waived. Case to be tried in Part 1, February 9.

Cohn vs. Rutmeyer.—Motion granted.

Brown vs. Priner.—Defendant allowed to come in and defend on payment of $10 costs of opposing this motion, filing answer within three days and consenting that case be tried in Part 3, February 16. Judgment to stand as security.

COURT OF GENERAL SESSIONS.

Alleged Robbery—Disagreement of the Jury.

Before Judge Sutherland.

The first case tried by a jury in this Court yesterday was an indictment for robbery in the first degree against Edward Shields. It appeared from the evidence of Matthew Lacy, the complainant, that he visited the defendant's apartment on the evening of the 24th of December, and drank with friends, that while there a dispute arose, and when they got on the sidewalk Shields struck him on the head with some kind of weapon, inflicting three scalp wounds on his head. The physician who dressed Lacy's head was of the opinion that the blows were given with a slungshot, yet admitted on the cross-examination that it was possible for the wounds to have been caused by falling upon an iron girder. Shields lost a watch worth $30. Mr. Hummell, who defended Shields in an able manner, severely cross-examined the complainant, and showed by respectable witnesses a different state of facts. They swore that the prosecuting witness was very drunk and grossly insulted the women, and that after Lacy and Shields got on the sidewalk, in the scuffle which ensued, Lacy fell on an iron girder. He was materially contradicted in other important points, and in addition to that the prisoner's employer gave him an excellent character for peaceableness.

The jury, being unable to agree upon a verdict, were discharged from the further consideration of the case. It was understood that nine were in favor of an acquittal and three for conviction. His Honor consented to reduce the bail to $700.

Larcenies.

John H. Boynton, who on the 26th of December stole a gold watch and chain valued at $100, the property of George J. Taylor, pleaded guilty to an attempt at grand larceny. He was sent to the State Prison for two years and six months.

Henry Cranston pleaded guilty to an attempt at grand larceny, the indictment charging that on the 8th of this month he stole clothing and jewelry valued at $103, the property of Christian Uhl.

Acquittal of a Young "Reformer."

Charles Cropper, a youth, was charged with stealing a coat, worth $15, owned by W. C. Barnard, from Rushton's drug store, in Broadway, where he was employed as an errand boy. Mr. Kintzing was assigned to defend the lad, and he succeeded in convincing the jury that the proof was insufficient to warrant them in convicting him of petty larceny. When they said he was not guilty his counsel said he would try and "reform."

COURT OF SPECIAL SESSIONS.

Before Judges Morgan, Kilbreth and Flammer.

A case peculiarly illustrating the truth of the old adage, "That the course of true love never runs smooth," was tried in this Court yesterday. Mr. E. D. Piercy preferred a complaint against one Mr. Hogan for assault and battery. The complainant is a young medical student, and has been paying his addresses to the latter's daughter, but without his countenance and approval.

Mr. Piercy stated that the old gentleman, after frequent threats, had finally met him one day in the street, and, attacking him with a cane, broke his hat and cut his face. He accordingly had him arrested.

Counsellor Oliver appeared for the defence and put Mr. Hogan on the stand. He said, "Your Honor, this young man has been following my daughter for a long time; she is a school teacher and he waits for her outside the door when she comes home; it is nothing but bouquets and music rolls and flowers and all such fripperies, and little boys coming round with notes all the time; I spoke to my daughter about it, and she said if I did not like the young man she did not, but it went on all the same, and there were more flowers and more music, and only the day before this occurrence a little boy came round with a bouquet as big as himself."

Judge Morgan—How old is your daughter?

Defendant—She is twenty-one years of age.

Judge Morgan—Well, she is old enough to dismiss the young man, if his attentions are displeasing.

Defendant—Yes, Your Honor, she doesn't want anything to do with him, but he keeps pestering her and I want to put a stop to it.

Counseloer Oliver made an able appeal in his client's behalf, but the Court found him guilty. In view of his age sentence was suspended, and the old gentleman, after having been duly admonished against the further use of violence, was allowed to depart.

TOMBS POLICE COURT.

A Quick Arrest.

Before Judge Morgan.

William Stevens was arraigned at this Court yesterday on a charge of burglary preferred by Mr. F. M. Hoag, ivory and pearl button manufacturer, No. 34 Reade street. On Wednesday morning Mr. Hoag discovered that his place had been broken into and about $5,000 worth of buttons had been carried off. Later in the day Detectives Williamson and Von Gerichten saw a wagon with two large trunks going through Twenty-third street, and, suspecting something wrong, arrested the man Stephens, who was driving the wagon at the time. The trunks were searched and the property found therein was identified by Mr. Hoag as belonging to him—in fact, all he had missed when he came to his store in the morning. Judge Morgan held the prisoner in $5,000 bail to answer.

Breaking a Showcase.

Jacob Mihkowski keeps a fancy goods establishment at No. 385 Broadway, and has a large showcase outside, with a complete assortment of samples. Yesterday afternoon John H. Thies, in the employ of Cochran & McLean, on the northeast corner of Broadway and Grand street, saw a boy named John Kelly and two others around the case, and also saw one of them break a pane of glass in it. He gave the alarm, and Kelly was arrested by officer Connolly, of the Twenty-fifth precinct. The other two escaped. The prisoner was arraigned before Judge Morgan yesterday and held in $1,000 bail to answer.

ESSEX MARKET POLICE COURT.

Two More Policy Dealers in Trouble.

Before Justice Otterbourg.

Stephen O'Brien and Henry Springer were arraigned and committed yesterday, in $1,000 bail, on a charge of running the policy shop, No. 206 Divison street. For some time past the police of the neighborhood have had their eyes upon the concern, but as it was cleverly managed and a sharp lookout constantly kept, it became almost impossible to capture them. Officers Wood and Johnson, of the Thirteenth precinct, arrayed themselves in citizens' clothes, and, near noon yesterday, made a raid on the den and captured the abovenamed pair of worthies. O'Brien was in the act of filling up some of the many tickets which lay around only waiting for some verdant individual to get his name inscribed thereon for "anything from ten cents to $1 or more." A placard was posted up in a conspicuous portion of the "store," in large letters, announcing the interesting fact that "no one risk would be taken for over $10,000." This highly interesting piece of information, together with a number of combinations for capital and other saddles, was brought to court. Several books or rather pamphlets, telling the uninitiated "how to win sure," were also captured. The prisoners waived all examination, and were held on the affidavits of the officers.

Fisticuffs Outside Court.

Albert Gabriel, a very unangelic looking fellow, was brought up charged by his wife Dorothea with abandoning her and leaving her all alone to starve while he revelled in the charms of Mary Nagle, who also appeared in court. While Mrs. Gabriel was giving her testimony her rival, Mary, essayed to speak every moment, much to the annoyance of the Judge, who threatened to lock her up several times. The case was finally adjourned for ten days by the Judge and the whole crowd ordered out of court. When they got to the sidewalk the fun began. Mrs. Gabriel went for Mrs. Nagle and *vice versa*. Hair, old clothes and black eyes were scattered promiscuously around. The crowd looked on with pleasure and the street cars passing in the vicinity all pulled up to give their patrons a chance to see the fun. Justice Otterbourg sent out a posse of policemen, who arrested both Mrs. Gabriel and Mrs. Nagle, and the Justice sent them both to jail for ten days. They will get out just in time to be present at the next hearing of the case.

YORKVILLE POLICE COURT.

A Vigilant Officer.

Between four and five o'clock yesterday morning Officer Murphy, of the Twenty-first precinct, observed a young woman of very suspicious appearance waiting for a Third avenue car on the corner of Twenty-eighth street. He questioned her, but the answers she gave were considered unsatisfactory and he arrested her. On their way to the station house she gave the officer $25 to let her go her way. He took the money and also took her to the station house. There she was searched, and on her person were found three silk dresses, besides a large quantity of other lady's wearing apparel, which she carried in a bundle under her shawl. In her pocket was found a bank book showing a deposit of $900 to the credit of Mrs. Georgiana E. Mathews, of No. 141 East Thirtieth street. The girl then said her name was Annie Sinclair, and admitted that all the above mentioned property was stolen by her from Mrs. Mathews, whose servant she became four days ago. Justice Murray yesterday, at the above Court, committed her for trial in default of $1,000 bail.

HARLEM POLICE COURT.

Arrest of Harlem Railroad Flagmen on Charge of Complicity in Robbery.

Yesterday at the Harlem Police Court Officer Harley, of the Twelfth precinct, arraigned two flagmen of the Harlem Railroad on charges of complicity in the theft of a case of merino goods, valued at $300, from a freight car of that line. The particulars of the burglary, so far as then known to the police, were given to the readers of the HERALD on Wednesday.

The stolen goods were identified by a clerk in the employ of C. A. Anthon Ordt & Co., No. 10 Greene street, as constituting one package of a consignment of nine shipped to that firm by the Philmont Hosiery Mills on the 10th inst. Since that time two other cases have disappeared in the same manner.

The flagmen arrested are George W. Hartell, aged twenty-nine, of Williamsbridge, whose post was on the trestle work in Harlem, and William Hennessy. In the possession of the former were found two dozen merino undershirts, and the latter had three, which they claim to have purchased from the burglars. Both men were committed for trial in default of $1,000 bail each. Other railroad men are suspected of sharing the proceeds of the robbery with the thieves whom they screened.

The alleged burglars thus far arrested are John Collins, aged twenty, pedler; Peter F. Dunn, aged eighteen, plasterer; Daniel Lewis, alias "Rubber," aged eighteen, and Lawrence Meyers, alias "Mouse." All were yesterday fully committed for trial at the Court of General Sessions in default of $1,000 bail each.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Barrett.—Short causes.—Nos. 1479, 1617, 1935, 2091, 2139, 2177, 2277, 2327, 2437, 2731, 2753, 289, 2719, 2529, 1297, 1475, 1963, 2047, 2263, 2559, 2579, 2581, 2675, 2749, 2783, 2791, 2797. Part 2—Held by Judge Van Brunt.—Nos. 1296, 1926, 2034, 2090, 2100, 2142, 2154, 2248, 2250, 2326, 2338, 2346, 2380, 2498½, 2552, 2698, 2726, 2748, 2778, 2800, 1738½, 2218, 2240, 2646, 2656, 2736, 2742, 2752, 2776.

SUPREME COURT—GENERAL TERM—Held by Judges Davis, Daniels and Brady.—Nos. 44, 70, 83, 85, 312, 18, 49, 309, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 288, 321, 17, 104, 122, 124, 128, 129, 130, 40.

SUPREME COURT—CHAMBERS—Held by Judge Lawrence.—Nos. 91, 25, 84, 85, 86, 87, 90, 92, 95, 98, 118, 121, 136, 138, 139, 143, 167, 171, 183, 187, 192, 196, 228, 284.

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Judge Van Vorst.—Nos. 621, 625, 807, 749, 379, 689, 767, 795, 773, 459, 825, 631, 651, 633, 683, 823, 835, 837, 839. Part 2—Held by Judge Sedgwick—Nos. 676, 454, 390, 72, 702, 280, 246, 722, 80, 726, 586, 796, 472, 730, 148.

COURT OF COMMON PLEAS—TRIAL TERM—Part 1—Held by Judge Loew.—No. 612. Part 2—Adjourned for the term.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Alker.—Nos. 2286, 2252, 3067, 3020, 3070, 3010, 3238, 3240, 3242, 3244, 3246, 3248, 3250, 3252, 3254. Part 2—Held by Judge McAdam.—Nos. 3221, 3027, 3113, 3034, 4053, 3229, 3235, 3237, 3239, 3241, 3243, 3245, 3247, 3251, 3253. Part 3—Held by Judge Gross.—Nos. 4162, 4121, 3330, 3490, 4107, 4137, 4192, 4183, 4140, 2828, 3183, 3065, 3600, 3299, 3817, 3957, 3990, 4080, 4180, 3636, 4185.

COURT OF GENERAL SESSIONS—Held by Judge Sutherland.—The People vs. William McIntee, robbery; Same vs. Patrick Clark, Jr., manslaughter; Same vs. Henry Meyer, burglary; Same vs. Patrick Rodgers, burglary; Same vs. George A. Moss, burglary; Same vs. Thomas Clancy and Peter Pidgeon, burglary; Same vs. John Kenny, burglary; Same vs. Julius Erdosey and Frederick Koeran, burglary; Same vs. John Williams and John Patterson, burglary; Same vs. Michael T. Moloney and Thomas Moloney, grand larceny and receiving stolen goods; Same vs. William Conklin, Charles Lyons and Thomas E. Smith, grand larceny and receiving stolen goods; Same vs. Mary Miller, grand larceny and receiving stolen goods; Same vs. Henry Miller, grand larceny; Same vs. Kate O'Brien, receiving stolen goods; Same vs. George Muller, larceny from the person; Same vs. John Barnard, larceny from the person; Same vs. Frank Mead and William Hoyt, larceny from the person; Same vs. Henry Weaver, petit larceny; Same vs. John Williams and John Patterson, petit larceny.

BROOKLYN COURTS.

SUPREME COURT—CIRCUIT—PART 1.

A Wall Street Transaction—What the Court Knows About Draw Poker.

Before Judge Pratt.

Quincey C. DeGrove, as assignee, brought suit against John A. Ristor to recover $3,675, under the following circumstances:—On the 30th of September, 1872, the plaintiff says the defendant, for a valuable consideration to George W. Blankman, held a "call" by which he agreed that the latter should have the right and option within ten days thereafter to demand the defendant to deliver and transfer to Blankman or the bearer 200 shares of New York Central and Hudson River Railroad stock, at $99 50 a share, and 100 shares of Ohio and Mississippi Railroad stock, at $43 25 a share. The defendant agreed, at ten days' notice, to deliver the shares to Blankman, with all dividends declared in the meantime. The plaintiff asserts that within ten days Blankman, who held the "call," notified the defendant of his readiness to receive and pay for the stocks, and that thereupon the defendant repudiated the agreement and declared that it had been improperly obtained from him and was invalid, and he utterly refused to perform any part of the agreement. The plaintiff further alleges that the stocks have greatly risen in value, and they have been assigned to the plaintiff.

The defence was a general denial. Objection was made to the "call," on the ground that it was not a legitimate business document and neither more nor less than a gambling transaction. Counsel suggested that it was similar to "draw poker" in some respects.

Judge Pratt informed him that in "draw poker" you paid when you lost. The Judge would not allow a man to come into Court and show a contract on which he received money and then refused to fulfil it or to return the money on the ground that it was contrary to public policy.

The jury found for the plaintiff.

SUPREME COURT—CIRCUIT—PART 2.

Damages Against the City Railroad Company.

Before Judge Tappen.

Sarah Cook, a young lady of about seventeen years, sued the City Railroad Company to recover $10,000 damages for personal injuries. She was in the act of leaving a car at the corner of Court street and First place, when the vehicle was suddenly started and she was thrown under it and run over. One of her legs was badly injured.

The defence was contributive negligence in having left the car by the front door. It was further alleged that the plaintiff attempted to leave the car while it was in motion.

The jury rendered a verdict for plaintiff for $1,000.

SUPREME COURT—SPECIAL TERM.

Conflict Between the City Treasurer and the Board of Education.

Before Judge Pratt.

Application was made in the Supreme Court yesterday by Assistant District Attorney Edgar M. Cullen, as counsel for Mr. E. D. Whitlock, President of the Board of Education, for an order from Judge Pratt to compel City Treasurer Cunningham to show cause why a writ of mandamus should not be issued against him making it obligatory on his part to pay to the amount directed by the Board of Aldermen. The application is based upon the subjoined affidavit, which contains a lucid statement of the case:—

City of Brooklyn, County of Kings ss.—Ephraim J. Whitlock, of the city of Brooklyn, being duly sworn, deposes and says that he is the President of the Board of Education of the city of Brooklyn; that Andrew Cunningham, of said city, has been and for the past four months has been Treasurer of said city of Brooklyn, and *ex officio* Treasurer of the Board of Education.

That on or about the 11th day of June, in the year 1873, the said Board of Education transmitted to the Board of Estimates of the city of Brooklyn a statement of the amount required for the purposes of said Board of Education for the year 1874, and that thereupon the said Board of Estimates did revise said statement and determine the amount that should be raised by tax for said purposes in the annual taxes next thereafter to be the sum of $929,666 48; that said estimate was presented to the Joint Board of Aldermen and Supervisors of this city, and said Joint Board did, on the 23d day of October, 1873, determine that the said sum of $929,666 48 should be raised by tax upon said city, for the purposes of said Board of Education for the year commencing January 1, 1874.

That on the 6th day of November, 1873, the Board of Supervisors of the county of Kings did determine and direct that the sum of $929,666 48 be levied the current year as a tax upon the city of Brooklyn at large for the purposes of said Board of Education, and did, on the 20th day of November, 1873, deliver to Lemuel Burrows, Collector of Taxes and Assessments of the city of Brooklyn, warrants under their hands and seal, commanding such Collector to collect the amount of taxes levied by said Board of Supervisors upon the property of the city of Brooklyn, subject to the provisions of an act of the Legislature of the State of New York, entitled "An act to revise and amend the several acts relating to the city of Brooklyn," passed April 4, 1850.

That said taxes so to be collected by said collector included the said sum so to be raised for said