THE COURTS.

Continuation of the Trial of Mason, the Secret Service Detective.

DANGERS OF TOY PISTOLS.

In the suit brought by Davis, the receiver of the Ocean National Bank, against Henry D. Stover and others to recover on four promissory notes, the particulars of which have been published in the HERALD, the jury yesterday were unable to agree. Chief Justice Daly, before whom the case was tried, thereupon discharged them from further consideration of the case.

In the trial of the alleged railroad bond forgers, before Judge Sedgwick, of the Superior Court, some interesting testimony was given yesterday. Superintendent Walling testified that he would not believe Spence Pettis under oath on account of his reputation as an associate of forgers; but on his cross-examination he admitted that the defendants in this action, Roberts, Gleason and Cort, were all of the same kidney, and known as such for many years in police circles. Mrs. Gleason, and Cort, the latter admitting an alias, were among those examined. The latter, on his cross-examination, admitted that he had served a term in Sing Sing. Neither of these witnesses, they being brother and sister, stood very well the crucible of cross-examination. The probability is, from present appearances, that the trial will last at least a week longer.

In the suit brought by Ellen Doyle against the city for $5,000 damages on account of the death of her husband, Patrick Doyle, through stumbling against some timbers placed in a hole on the bulkhead between piers Nos. 3 and 4 North River, and in consequence being precipitated into the river and drowned, the jury brought in a sealed verdict yesterday before Judge Van Vorst, in whose Court the case was tried. On the jurors being polled one of them stated that, although signing the verdict, he had since changed his mind. Judge Van Vorst, after severely reprimanding him for the course he had taken, sent the jury out again. They were absent some three hours, when they again came into Court and stated that they could not agree. Upon this announcement Judge Van Vorst discharged the jury, but ordered the juror who had changed his mind to appear before him on Friday next and show cause why he should not be punished for contempt of Court.

THE MASON COUNTERFEITING CASE.

The trial of George Albert Mason for dealing in counterfeit money was yesterday resumed before Judge Benedict, in the criminal branch of the United States Court, when Assistant District Attorney Purdy announced that he was ready to argue the points involved in the questions raised on the day previous by prisoner's counsel as to the discrepancies between the description of the counterfeits made in the indictment and the wording of the bills. Prisoner's counsel made exceptions of a very serious nature, and intimated that the indictment should be quashed, as there was no evidence to justify the allegations made in the various counts.

The Court suggested to prisoner's counsel that he would allow him to take exceptions for a new trial. The Court would overrule his objections, and allow him to move for a new trial on the points raised. It was decided to discuss the points raised later in the proceedings, and the direct examination of Chief Washburn, of the Secret Service Division, was resumed. He stated that the letter now produced, addressed to Mrs. Wells, was in an envelope in Mason's handwriting, but he could not say that the letter is in Mason's handwriting; the letter informs Mrs. Wells that he had taken a room opposite her place in Hudson street under the name of "Smith;" witness found in his room clothing, papers and a prayerbook; he asked for the return of his clothing to the jail; he told me his business was "an old counterfeiter and blackmailer;" the substance of his statement was that he was an old counterfeiter; this he said at Washington and several times after; this was objected to, but admitted; I asked him if he hadn't been in the counterfeiting business and he said he had; I heard Mason say he could engage in counterfeiting and I could not detect him; never heard him say he intended to engage in the business; Mason objected to signing the receipt I now produce, on the ground that I was not paying enough; have not conversed with Mason since his arrest, or rather I have not visited him; I offered to get his clothing and send it to him at the jail; this was on the stairs as I left your (Mr. Purdy's) office.

Cross-examination:—I was a resident of Chicago when appointed last October in the secret service; I had been Superintendent of Police of Chicago and also Warden of the Penitentiary at Joliet; I was discharged from such for insubordination, which consisted in tearing down a wooden building that endangered the safety of the Penitentiary; the money derived from the sale of lumber was paid into the treasury of the Penitentiary; on June 15, 1873, I was discharged as warden, and on the following October I was appointed Superintendent of the Chicago Police; I was for a while engaged in the woodenware business; this was before my appointment as warden; previous to that I had a patent sugar evaporation factory at Alton, Ill.; previous to that I was at home in Eastern Massachusetts with my father; in 1866 I had a trade store at Goodrich's Landing on the Mississippi; never was arrested for anything growing out of this trade store business; I was a soldier, but had no rank in the service. At this point all the correspondence between the prisoner and the Treasury Department and Chief Washburn was read and put in as evidence. Mr. Washburn (resumed) stated he knew counterfeiters and could point them out; we agreed to go to Philadelphia and meet Mr. Benson, my chief assistant, who was an operator under Whitley; Benson claimed to know where the "boodle" or bundle of money belonging to two prisoners, then under arrest in Philadelphia could be got; if he succeeded he was to be rewarded in proportion to the value of the results; he then had on his person some bills of the Traders' Bank of Chicago; I did not arrest him; he gave Benson one of these bills; Judd is the man recently arrested in Texas under the alias of Peter McCarty; at the Mansion House, Buffalo, I registered under the name of Jackson, and we parted in my room with the understanding that he was to bring the "boodle;" he came next morning and wanted something like $1,000 for the lot that belonged to Hart and Richards; I told him $450 was all I would pay him; later, at the Marshal's office, he called me out and said he would accept; I paid him at the Mansion House $500 in good money for what he turned in; this was on November 7; he gave me nearly $20,000 in United States fractional currency, legal tender twenties and some fives on the National Traders' Bank of Chicago; he then stated that he wanted to go West after Judd, alias Peter McCartney, Rittenhouse, "the Hoosier" (who is a cousin of Judd) and others; the proposition I consented to was that he should point out the men to me or my officers, so to be rewarded in proportion to results; it was understood between the prisoner and I that he should get the plates from the gang and he should be rewarded, and if he was not satisfied with my reward he could appeal to the Secretary or the Solicitor of the Treasury; this was at Buffalo; it is against the public interest for me to state how I advised him to address me; but as Mason has made it public I may say it was "Lock box 55, Washington, D. C.;" I can remedy this by saving the box changed; he reported to me at Philadelphia that he met Judd and others at Galesburg, Ill., and gave me a set of counterfeit money, amounting to nearly half a million; he said Judd and Rittenhouse were coming East, and Rittenhouse would join him at Buffalo; he would take him to Philadelphia on a certain Saturday night, when I could have an officer, see Rittenhouse pass counterfeits and then capture him; I left Philadelphia Thursday night, intending to meet him Saturday night; I told Mason to telegraph me as George Jackson, and I would arrange at the telegraph office to have it delivered; on November 20 I arrived in obedience to a telegram from Mason that Rittenhouse was in Philadelphia, at the Girard House; I saw him there, and it was understood he should be registered in Chicago under the name of William Bloomfield; he was passing under different names; I gave him no money in Philadelphia; he wanted $50, but I declined to give it to him; about November 25 I arrived at my house in Chicago; met Mason at the Clifton House; remained in Chicago about thirty days; Mason left about December 6; saw him nearly every day from November 25 to December 6; he came daily to report to me that he expected them; all this time the real "boodle" was in Washington; Rittenhouse, who is now in the Illinois Penitentiary, was pointed out by Mason and arrested by me. Witness here identified a number of letters and telegrams that had passed between him and the prisoner, who went by agreement under the name of S. S. Watts. The man whom I ordered to assist Mason in St. Louis was named Duckworth, whom I discharged because I believed he aided Peter McCartney to escape; Duckworth was the man I ordered to connect at St. Louis with Mason; I telegraphed to him (Duckworth) to come to Chicago; I telegraphed to some one in St. Louis to have all the wounded men cared for; this was in answer to a telegram from Duckworth that Judd and the Hoosier were captured; that Judd was shot and Mason cut; I was anxious to have Judd arrested and went to St. Louis and found Mason in hospital badly cut; I have no doubts about Mason getting his wounds while trying to get good money out of Judd; he told me he wanted to get money out of Judd; the police authorities of St. Louis were of the opinion that he (Mason) was trying to rob Judd, instead of trying to arrest Judd; my reason for thinking that the wounds were not the legitimate results of a desire to arrest him was that he wanted to fool Judd; that he tried to get money out of him, and that he had no authority to arrest him; I do not now wish it to be understood that I think Mason intended to rob the man; I did state to a reporter of the St. Louis *Republican* that "Mason, fearing the men would attempt to make their escape, attempted the arrest without Duckworth's aid;" I felt money with Duckworth (some $50) for Mason's care in the hospital in St. Louis; at Mason's request I sent a telegram to his wife, December 13, that he was well and would be home in a few days; I also sent her money at his request; I think Judd, alias McCartney, and Levi the "Hoosier" were arrested at the instance of Mason; Mason was also arrested at the same time by the mounted police; Mason told me of a woman at Clifton, Canada, who had counterfeit money, which he said he could get if he would give her a hand satchel; I advised him to give her the satchel, get the money and turn it over to me. A letter from Mason to Colonel Washburn, asking him to do him justice and pay him fairly for his great risk in attempting to arrest the counterfeiters in St. Louis, was read by Mason's counsel. In the letter Mason says he hopes that he will deal fairly by him, as he does not wish to appeal to the Secretary of the Treasury, and concludes by asking Washburn to give his (Mason's) respects to "King Kalico," of the Sandwich Islands; Mason said that for his risk in St. Louis in turning up the St. Louis counterfeiters he ought to have $5,000; I offered to give him $50; I told him if he pressed a settlement in full at that time I would give him $150 more, which would make $1,000 in all he would then have received; I paid him $500 at Buffalo for the "boodle;" then $5; then $100 on the train watching Rittenhouse, and other sums, including $100 I sent his wife; he said he would take $200 on account and leave the balance for a settlement; I complimented Mason for securing the arrest of the men in St. Louis.

At this juncture Mr. Foster, counsel for the prisoner, offered in evidence a letter from Mr. Bluford Wilson, Solicitor of the Treasury, which Mr. Purdy objected to. The Court ruled that it should be admitted, and when Mr. Purdy objected to the opening of the door for the admission of outside evidence, the Court said that the door was open wide enough to admit this letter. (Laughter at the expense of Mr. Purdy.) The letter was consequently admitted. It reads as follows:—

DEAR WASHBURN—Make a liberal settlement with Mason in view of his valuable services and his scars. I will approve an advance of $200. I understand only $50 separate you, and I would not stand on it nor make it a condition of final payment. Yours truly,
BLUFORD WILSON.

JANUARY 12, 1875.

KEEP HIM AT WORK.

The indorsement upon this letter is:—

—3,836.—
Hon. BLUFORD WILSON.
WASHINGTON, D. C., Jan. 12, 1875.
Regarding George A. Mason and his employment.
Secret Service Division stamp in blue.
Received Jan. 12, 1875 A. S. Div.

This document caused a sensation in the court, and Mr. Purdy, the energetic representative of the government began to raise objections, when the Court suddenly interrupted him with the remark:—"If you keep your temper you will understand the law of the case better." The audience smiled at the gentle reproof, and the prosecuting counsel took his seat, only to raise objections when he conceived that the defence were exceeding their powers under the rules of evidence.

Mr. Washburn (resuming)—I was engaged in the arrest of Mason, but never sent a message to Mason to come and see me and I would make it right; on the 18th of March I came here, and we finally arrested the prisoner in the Park Hotel; at the time he was arrested I told him I had a warrant for him for dealing in counterfeit money, and it was all regular; the reason I took away the papers from Mason was that I knew he had used them for blackmailing purposes and to give the impression that he was regularly employed in the division. At this stage of the examination Mr. Washburn commenced lowering his voice and speaking in so low a tone that, until the Court adjourned, half an hour after, scarcely a word he uttered was heard by the reporter.

Re-direct—The reason I did not keep Mason at work, in obedience to the orders of the Solicitor of the Treasury, was that I did not think the Solicitor understood him; I do not know whether he is in the employ of the Treasury; he is certainly not in my employ and has not been since the 12th of January.

The Court adjourned at five P. M., and Mr. Purdy sent a despatch to Washington, ordering Mr. Wilson, Solicitor of the Treasury, to appear this morning and testify as to Mason's status.

DANGERS OF TOY PISTOLS.

A very interesting case—Weiss vs. Fitch—came up for trial yesterday before Judge Gross, in Marine Court, Part 2. It was an action to recover damages for the loss of an eye by a young lad named Louis Weiss, eleven years of age, the injury which led thereto having been inflicted by Joseph Fitch, aged ten. The parent of Weiss brings the action against the father of young Fitch. The case is interesting from the questions of liability raised on the trial and the citations and ruling of the Court thereon.

The facts in this case are simply these:—The plaintiff's son, Louis Weiss, in April last was in company with the defendant's son Joseph. The latter had, two days before the accident detailed below, purchased a toy pistol, and had been using it, together with some other companions who had similar toys. Early in the morning of the day in question these boys assembled in the street, near the residence of their parents, and were practising with their pistols at the trunk of a tree, when the cap of Joseph's pistol exploded, and a piece of the instrument struck the right eye of the plaintiff's son Louis. He was immediately taken to a physician, after that to an oculist, when it was discovered that the eye could not be saved, and that in order to preserve the sight in the other eye the wounded organ had to be removed. This action was brought to recover doctor's and other fees, and also for the loss of the services of the son, it being shown that previous to the accident he was in receipt of $3 50 a week, which the plaintiff received. There was little or no controversy as to the occurrence and cause of the injuries. On the same evening, defendant having heard of what had occurred, repaired to plaintiff's house when he expressed his sorrow for what had happened, and admitted, as testified to, that he had given the pistol to his son as a plaything, not knowing its dangerous character. The purchase of the pistol by him and the admission referred to, defendant denied, stating that he had given his son twenty-five cents, but did not know to what use he would put it. Counsel for the plaintiff sought to establish the legal liability of the defendant for the injuries, while defendant's counsel contended that no legal liability attached to the parent for the act of the child, the latter not being at the time in the employment or service of his father, and also that there was contributive negligence on the part of the injured boy. On these grounds motion was made to dismiss the complaint. Judge Gross denied the motion upon the question of law presented in the case. Many cases had been cited by counsel, but he (Judge Gross) thought the only one that bore upon the present one was one reported in the third Wendell, page 351. In that case the facts were:—the plaintiff and defendant attended the same school, and during play hours the defendant, who had been shooting with bow and arrow, said to his playfellow, "I will shoot you." The boy ran into the schoolroom, followed by the other. The latter discharged the arrow, striking the lad in the eye, which he eventually lost. In that case an action to recover for the injury was brought eleven years after the occurrence, as against the boy, the jury rendering a verdict in $180 damages. On the trial the Court overruled the objection taken—that it was the parent, and not the boy himself that was responsible—and on appeal the ruling of the Judge was sustained.

A point is here made by the plaintiff that the toy pistol was a dangerous instrument, and that it was negligence on the part of the parent to permit his son to use this dangerous toy. In the first place no evidence was tendered that it was known to be a dangerous instrument, and that the father knowingly permitted the son to use it. It does appear that the father was not present when the pistol was fired, and therefore he could not prohibit the son from firing it. The only theory upon which the father could be held responsible would be that knowing the dangerous character of the toy, he permitted its use, or that the injury was the result of negligence, in the presence and with the knowledge of the father, or that the boy at the time of the alleged negligence was in the performance of some service for the father; and it is not contended that this last circumstance was the case.

Judge Gross cited a number of other authorities in which the father was responsible for the careless acts of his minor child, where the acts were done in the presence of the father and not prohibited by him.

The complaint was dismissed.

THE PAYMENT OF THE THEATRICAL LICENSES.

John Meyer, proprietor of Essex Hall, and Frank Weber, proprietor of Liberty Hall, were a few days since, upon application on behalf of the Society for the Reformation of Juvenile Delinquents, temporarily enjoined from giving any theatrical performances at their respective places until they had paid the statutory license fee. Their cases came up for consideration yesterday in Supreme Court, Chambers, before Judge Barrett, to determine the question whether the injunctions should be vacated or made permanent. On behalf of both defendants affidavits were read, to the effect that they gave no theatrical performances; had no scenery, no costumes, no dialogue, no nothing, except singing and music on the piano for the purpose of cheering their guests while refreshing themselves with those popular Teutonic beverages, lager beer and Rhine wine. Colonel Spencer, their counsel, enlarged, in a style of eloquence peculiarly his own, upon the music loving propensities of the Germans and their cherished fondness of mingling music with the imbibition of the great national beverage. He insisted that the whistling of a saloon keeper on his premises might as well be called minstrelsy as cataloguing the performances at these places under the head of theatrical exhibitions. Judge Barrett took the papers, reserving his decision.

RAILROAD COMPANIES AND THEIR EMPLOYES.

On a Sunday in June, 1870, William Seaman, with two friends, got on a third avenue car to ride up town. According to Seaman's story he paid the fares for himself and friends directly after he went into the car, and then went on to the front platform, where he was again asked to pay the fares. He told the conductor that he had paid, and the latter insisted that he had not, and on his refusal undertook to put him off the car. Seaman caught hold of the railing, when the conductor kicked his hand, compelling him to let go, when he fell from the car and was run over, receiving injuries necessitating the amputation of his arm. He brought suit against the railroad company for $25,000 damages. The case came to trial yesterday, before Judge Larremore, of the Court of Common Pleas, Levi Chatfield appearing for the plaintiff and Messrs. Vanderpoel & Bookstaver for the railway company. The defence was that on the state of facts as set forth by the plaintiff in his complaint the conductor transcended his authority and that the company could not be held liable for his unauthorized acts of violence, and upon this a motion was made to dismiss the complaint. Judge Larremore stated that this question had already been judicially determined, and he cited various cases where it had been held that a railroad company was not responsible for the malicious acts of its employés. He felt it to be his duty to follow these decisions, and accordingly granted the motion to dismiss the complaint.

VERDICTS AGAINST THE CITY.

Comptroller Green's persistent obstinacy in not paying equitable claims against the city received yesterday further reproof in the form of additional verdicts against the city.

George Patterson brought suit for $322 for binding books for the Bureau of Elections, pursuant to an order of Cornelius Corson, former Chief of the Bureau. The defence was that Corson had no authority to give such an order. Judge Lawrence, of the Supreme Court, before whom the case was tried, took a different view of the case and ordered a verdict for the amount claimed.

Robert C. Brown brought suit in the same court for $1,436 85 for plumbing work during last year on the new Court House. The defence was that the work should have been let out on contract. The answer to this was that the work was comprised in two jobs, and consequently did not come within the $1,000 rule to city work. A verdict was given for the full amount claimed.

John McCauly, city inspector, brought in a bill against the city for 104 days' work at $3 a day. His suit was tried before Chief Justice Daly, in the Court of Common Pleas. The jury evidently were of opinion that he had charged for too many days' work, and gave him a verdict for $143.

Thomas Landwhen brought a suit against the city for four months' services in 1872, as an officer of the Marine Court. On the trial, before Chief Justice Daly, in the Court of Common Pleas, the point was raised that by an act of the Legislature his services were superseded during the last month for which he claimed pay. Judge Daly held the point to be well taken and directed a verdict for $360, being pay for three months, including interest.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Lawrence.

Stewart vs. Cunningham.—Memorandum for counsel.

Mathez vs. Neidig.—Amendments to the case as allowed, and case as thus amended settled.

Erie Railway Company vs. Archer.—In this case the motion for leave to serve an amended reply was made within three months after the service of the answer. The motion is therefore in time. (Code, section 8, 173 and 174.) Under the circumstances stated in the moving affidavits I think that the amendment asked for should be allowed, upon payment of costs of this motion and of defendant's costs before notice of trial.

By Judge Barrett.

Pool vs. Bissell.—Upon reading all the papers, I have no doubt that the answer was interposed in bad faith. At all events, the opening of the default by Mr. Justice Donohue was an act of grace, and it was incumbent upon the defendant to be vigilant in complying with the terms upon which the favor was granted. Instead of this he has again been guilty of gross laches, and I am of the opinion that his purpose is simply delay. Motion denied, with $10 costs.

Porter vs. Porter.—Report of referee confirmed and judgment of divorce granted, and alimony (upon consent) at the rate of $300 per annum allowed to the plaintiff.

Hall vs. Wood.—It would be improper to determine the validity of the proposed defence upon a mere motion. Motion granted upon defendant's stipulation to proceed to trial upon the original date of issue and paying $10 costs of this motion (within five days), and with the usual leave to plaintiff to discontinue without costs (upon the supplemental answer being interposed), if he be so advised.

New York Loan and Indemnity Company vs. McIntyre.—Motion denied, with $10 costs to abide the event.

Miller vs. Duncan.—Application for injunction denied.

Morange vs. Hymes, &c.—The plaintiff may take an order that Mr. Dale refund the money, but as to all other branches of the motion the defendants have a right to be heard.

Romain vs. Garth.—Motion for a bill of particulars denied. Motion to refer part of the issue granted. Motion for a jury trial as to part of the issue granted and referee appointed; $10 costs of motion to abide the event.

Van Allen vs. Hatfield.—Motion to strike out amended answer is granted with $10 costs, unless defendant within two days admit due service of notice of trial for the April term and stipulate to try the action upon Friday, the 23d inst. If this stipulation is given the amended answer may stand, and $10 costs of the motion may abide the event. If it is not given then the motion to place the cause upon the Special Circuit Calendar is also granted.

In the matter of the petition of Jones and Another, Guardians, &c.—Report of referee confirmed and order granted.

Heilenstein vs. Ferguson.—There certainly has been some laches in making this motion, but it is better that all the matters in controversy should be settled in one suit, and I do not see that the plaintiffs have lost anything by the delay. Motion for leave to put in supplemental answer granted on payment of $10 costs of opposing the motion.

By Judge Donohue.

Hart vs. Pettis.—Motion denied.

SUPREME COURT—SPECIAL TERM.

By Judge Van Vorst.

Valentine vs. Fitzgerald.—Findings settled and signed.

Castner vs. O'Donohue.—Findings settled.

SUPREME COURT—CIRCUIT—PART 2.

By Judge Van Brunt.

Cooper, Trustee, &c., vs. Arango.—Case settled.

SUPERIOR COURT—SPECIAL TERM.

By Judge Freedman.

Jarvis, Jr., vs. The Mayor, &c.—Judgment for plaintiff on the demurrer. (see opinion.)

Fifth National Bank of Providence vs. Benner et al.; De Witt et al. vs. Hastings.—Memorandums for counsel.

Robertson, Jr., Administrator, &c., vs. Mart et al.—Motion denied without costs.

McDermott vs. McDermott.—Report confirmed and judgment of divorce granted.

By Judge Curtis.

Fellows vs. Miller.—Memorandum for counsel.

Blanchard vs. Brigham.—Motion for the appointment of a receiver granted.

COMMON PLEAS—SPECIAL TERM.

By Judge Loew.

Connelly vs. Lee et al.—Motion granted.

Starr vs. Griswold.—Motion denied without costs. The defendant may be examined as regards the quality of the diamonds.

In the matter of Friedman.—See memorandum.

Dart vs. Walker.—Bail reduced to $12,000.

By Judge Robinson.

Voss vs. Hillier.—Motion for new trial granted. Opinion.

COURT OF GENERAL SESSIONS.

A PAYING TELLER'S MISTAKE.

A case of larceny different from ordinary charges of this kind was called for trial by Mr. Russell. The accused, Wolfstein Michael, alias Michael Wolfstein, was charged with feloniously appropriating to his own use $683 on the 9th of March last. It seemed from the evidence adduced by the prosecution that on that morning the defendant presented a foreign draft at the German American bank, which was indorsed by Heidelbach, Frank & Co. for $74, and the paying teller, supposing the amount to be $742, paid him that amount. The error was discovered in the afternoon, and the prisoner, who was a baker, was arrested by a detective three days afterward in West Fifteenth street. Mr. Brooke, counsel for the accused, contended that His Honor should direct the jury to acquit his client on the ground that the English decisions applicable to the facts proven did not establish the felonious intent at the time the money was received. Mr. Russell responded, claiming that decisions in this State established the principle that where a person receives property from another who does not intend to part with his right in it, and the party receiving it had a felonious intent to convert it to his own use, it was larceny. The Recorder overruled the motion and directed that the case should be passed upon by the jury. The employer of the prisoner and two other witnesses testified to his good character, and the accused testified in his own behalf, affirming that he only received $74 at the bank.

The trial will be resumed this morning.

FIFTY-SEVENTH STREET COURT.

Before Judge Flammer.

PROBABLE HOMICIDE.

Mrs. Ann Davis, of No. 437 East Seventeenth street, charged William Lyons, of Sixteenth street and avenue A., with fracturing the skull of her daughter Mary, aged ten years, with a blow of a stone. The affair occurred on Sunday evening last, in East Seventeenth street, while a large number of boys were throwing stones at one another. The accused was one of the stone-throwers, and admitted having struck the girl with a stone thrown by him at several other boys who had followed him from the East River. He was committed to await the death or recovery of his victim, who, the physicians at Bellevue Hospital say, will probably die.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Barrett.—Nos. 125, 130, 132, 133, 134, 135, 136, 145, 156, 166, 179, 191, 207, 211, 212, 213, 233, 244, 249, 269, 279, 278. Call No. 301 up to and including No. 345.

SUPREME COURT—SPECIAL TERM—Held by Judge Van Brunt.—Issues of law and fact.—Nos. 281, 21, 294, 141, 57, 294, 175, 331, 333, 334, 335, 296, 256, 352, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Lawrence.—Nos. 613, 778, 917, 1123⅛, 1121½, 2429, 1256, 1231, 1157, 2709, 672, 1193, 1313, 1095, 1327, 1335, 1337, 1339, 1341, 1341½, 1345, 1349, 1351, 1353. Part 2—Held by Judge Donohue.—Nos. 452½, 1382, 2408, 1705, 1216, ——, 944, 339, 2564, 1376, 1124, 1176, 2780, 964, 1038, 1708, 2576, 852, 1275, 1282, 1168, 1364, 1258, 160, 466. Part 3—Held by Judge Van Vorst.—Nos. 823, 929½, 1079, 1913, 241, 135, 1197, 93, 655½, 657½, 685, 331, 2701, 537, 1201, 1203, 1297, 1305, 1557, 443½, 1023, 1185, 1055, 1355, 1357.

SUPERIOR COURT—GENERAL TERM.—Adjourned *sine die.*

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Judge Sedgwick.—Case on—No. 1245. (No day calendar.) Part 2.—Adjourned for the term.

COMMON PLEAS—TRIAL TERM—Part 1—Held by Chief Justice Daly.—Nos. 2315, 2316, 2376, 2504, 1892, 1428, 1430, 1248, 1249, 782, 354½, 1154, 999, 286½, 251½, 281½, 1656. Part 2—Held by Judge Larremore.—Nos. 1959, 2463, 2136, 2087, 2577, 2580, 2582, 2383, 2461, 2384, 2381, 2378, 2067, 1379.

COMMON PLEAS—EQUITY TERM—Held by Judge J. F. Daly.—Nos. 7, 12, 33, 43, 44, 9.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Joachimsen.—Nos. 1997, 2059, 3741, 481, 2107, 1791, 98, 1737, 1741, 1527, 1826, 2050, 2131, 2132. Part 2—Held by Judge Gross.—Nos. 1970, 3469, 2065, 3704, 3604, 1961, 1997, 2032, 1522, 2129, 2134, 2142, 2143, 2147, 2148. Part 3—Held by Judge Shea.—Nos. 3375, 2946, 3219, 484, 2767, 3454, 1652, 3076, 3375, 3098, 1733, 3323, 3348, 3447.

COURT OF GENERAL SESSIONS—Held by Recorder Hackett.—The People vs. Patrick Dunn, robbery; Same vs. Patrick Kane, robbery; Same vs. Walter White, robbery; Same vs. Charles Harris, burglary; Same vs. John Tramor and Michael Lynch et al., burglary; Same vs. William Stiles, felonious assault and battery; Same vs. Walter White, grand larceny; Same vs. Jane Marshall and Dennis Splain, grand larceny; Same vs. Ellen Ryan, grand larceny; Same vs. William Wright, false pretences; Same vs. James Gordon, petit larceny; Same vs. Catharine Hamilton, petit larceny; Same vs. Joseph Stevens, petit larceny; Same vs. John Harrington, petit larceny; Same vs. George H. Adams, petit larceny; Same vs. Jane Grant and Ellen Barnes, petit larceny; Same vs. Fanny Agnes, grand larceny.

COURT OF APPEALS.

ALBANY, April 14, 1875.

No. 189. John L. Blanchard et al., appellants, vs. The Western Union Telegraph Company, respondents.—Argument resumed and concluded.

No. 191. Edwin A. Meneely et al., appellants, vs. Clinton H. Meneely et al., respondents.—Argued by John H. Reynolds, of counsel for appellants, and by Irving Browne for respondents.

Adjourned to Thursday, April 15, 1875.

CALENDAR.

The day calendar for Thursday, April 15, is as follows:—Nos. 192, 190, 193, 139, 44, 204, 162 and 181.

UNITED STATES SUPREME COURT.

WASHINGTON, April 14, 1875.

In the Supreme Court to-day the argument in cases Nos. 142, The United States, appellants, vs. C. V. Woodruff, et al.; 143, Bessie Elgee Gaussen, executrix, &c., appellants, vs. The United States; 166, C. V. Woodruff & Co., appellants, vs. The United States, and 223, Julia A. Natt, executrix, &c., appellant, vs. The United States, was continued by B. F. Butler, of counsel for C. V. Woodruff & Co., and concluded by Solicitor General Phillips, for the United States.

No. 226. Washington Ford, plaintiff in error, vs. James Surget.—Continued.

No. 218. The New Jersey Railroad and Transportation Company, plaintiffs in error, vs. Jerome B. Pollard and wife.—The argument of this cause was commenced by J. W. Scunder, of counsel for the plaintiff in error, and continued by A. A. Abbott for the defendant in error.

Adjourned.

CHICAGO, DANVILLE AND VINCENNES RAILROAD.

STORMY MEETING OF BONDHOLDERS—REPORTS AND EXPLANATIONS — THE INVESTIGATING COMMITTEE PRESS THEIR RESOLUTION—A TRUSTEE'S PROTEST AND AN ADJOURNED MEETING.

At No. 253 Broadway, yesterday, there was held a meeting of the bondholders of the Chicago, Vincennes and Danville Railroad. About sixty gentlemen interested in the affairs of the company assembled promptly at twelve o'clock, and it was after four before they could tear themselves away from the exciting arguments of counsel, reports, reports of committees, &c. Speeches were made, arguments *pro* and *con* were pressed with a zeal almost unprecedented—except by paid solicitors—and, in fine, the same scenes were re-enacted as are usually observable in bankruptcy proceedings where all the parties litigant are present and free speech prevails.

It appears that at the meeting of the first mortgage bondholders, held March 19, at No. 35 Drexel Building, the following resolutions were adopted:—

Resolved, That the chairman of this meeting appoint a committee of five persons to immediately investigate the matters of the Chicago, Danville and Vincennes Railroad Company, that such committee report the facts to the first mortgage bondholders by circulars addressed to them, or at a meeting to be holden in New York city on the call of the chairman of this meeting, together with such suggestions and recommendations as may seem wise for the bondholders to adopt.

Resolved, That it is the desire of bondholders represented at this meeting to have the facts disclosed at once, in order that they may be able to act understandingly and with the least possible delay to protect and preserve their property.

In pursuance of the above proceedings the chairman of the meeting appointed the undersigned Committee of Investigation, who now respectfully present the following

REPORT.

Your committee entered upon their duties on the 20th day of March, ult., in the city of New York, and, after agreeing upon a plan of their investigation, and the obtaining of such meagre data as was afforded them by the executive officers of the Chicago, Danville and Vincennes Railroad Company and the trustees of its bondholders, adjourned to meet in Chicago on the 26th day of the same month, and on that date Messrs. Denison, Huidekoeper, Sumner & Wheeler's arrived in that city and proceeded to a careful investigation of the records, contracts, books of account, vouchers and other documents and papers relating to the affairs of said railroad company.

The incorporators named in said charter or act of incorporation are W. D. Judson, Joseph E. Young, J. M. Walker, Joseph Peters, J. C. Short, Aaron Gilbert, C. A. Lake, J. K. Richie, William Ryce and their associates.

On the 23 day of February, 1869, a contract for construction and equipment of a portion of the railroad of the Chicago, Danville and Vincennes Railroad Company—to wit, that portion between the town of Danville, in Vermilion county, Ill., and the village of Dalton, in Cook county, in said State, where the line of the Chicago, Danville and Vincennes Railroad Company intersects and joins the track of the Columbus, Chicago and Indiana Central Railway, 110 miles in length, or thereabouts, was made and executed by and between the Chicago, Danville and Vincennes Railroad Company and the firm of J. E. Young & Co., which firm was composed of Joseph E. Young, William D. Judson and Amos Tenney, who were then directors and officers holding positions of trust in the Chicago, Danville and Vincennes Railroad Company, and one of whom, William D. Judson, executed said contract for and on behalf of said Chicago, Danville and Vincennes Railroad Company, and as President of the same. By the terms of said contract the said firm of J. E. Young & Co. were to build 110 miles of the company's road and no more—and without ballast or fencing, except upon payment of additional compensation, with a maximum grade not to exceed twenty feet to the mile going north, and 26 4-10 feet going south.

The mortgage on the Indiana division was executed on March 12, 1872, to William R. Fosdick and James D. Fish, of New York, as trustees—the same trustees as of the Illinois mortgage. Before W. S. Shattuck & Co., agents for the sale of the bonds, wound offer them to the public, the company, by their president, W. D. Judson, made an agreement with James D. Fish, one of the trustees (to whom his co-trustee seems to have left the charge of the business, and for whose acts or negligence in the management of his trust he must be responsible), of which the following is a

COPY OF THE MORTGAGE.

Whereas the Chicago, Danville and Vincennes Railroad Company are now extending and building that division of their railroad in the state of Indiana, commencing at the terminus of the Illinois division of said company's railroad, on the boundary line between the states of Illinois and Indiana, and extending thence southeasterly toward Brazil, in Clay county, in the state of Indiana, and for the purpose of providing a portion of the means for said extension, have issued first mortgage bonds on that portion of said extension already built and to be built, amounting to $1,200,000, secured by a mortgage of said railroad and extension, made to William R. Fosdick and James D. Fish, trustees. Now to more fully protect the interests of any persons or corporations who may hereafter become the owners or holders of said bonds, it is agreed on the part of said railroad company that the said bonds or the money arising from their sale shall remain in the hands of James D. Fish, one of the trustees, and the President of the Marine National Bank, New York, to be delivered to said railroad company only at the rate of $18,500 per mile of railroad actually completed, or upon presentation of satisfactory vouchers for iron, material or equipment actually purchased, or other expenditures actually incurred for the construction or equipment of said railroad, such vouchers to be accompanied by a certificate from the Chief Engineer of said company that they are correct, or other evidence satisfactory to said trustees. The said James D. Fish hereby accepts the custody of the said bonds, or the moneys arising from their sale, for the purposes above mentioned.

CHICAGO, DANVILLE AND VINCENNES RAILROAD COMPANY.

JAMES D. FISH. By W. D. JUDSON, President.

NEW YORK, April 23, 1872.

After the issue of the mortgage ordered, as above stated, upon the Indiana branch on the 24th day of April, 1872, a mortgage, or deed of trust, was authorized, made and executed by the said Chicago, Danville and Vincennes Railroad Company, known as the "supplemental Mortgage of the Chicago, Danville and Vincennes Railroad Company," including both Illinois and Indiana divisions. The same trustees who executed the previous mortgages or deeds of trust, and became trustees thereunder, executed this mortgage or deed of trust and accepted the trust therein named, Messrs. Fosdick and Fish, but your committee have no information that any bonds were secured by the same, and only refer to it for the extraordinary provision therein contained, as follows:—

"The foregoing grants, conveyances and covenants in this indenture contained are made and entered into by the Chicago, Danville and Vincennes Railroad Company, party of the first part hereto, upon the express understanding, agreement and condition that, in case the party of the first part or its successors or assigns shall deem it necessary or desirable at any future time, in consequence of an increase of traffic of the said railroad, to issue and dispose of any amount of bonds or other evidences of indebtedness, for the purpose of providing the means for the purchase of additional rolling stock and equipment for the use of said railroad or of said company, its successors or assigns, or for the improvement of said railroad or property; that then, and in that case, the said Chicago, Danville and Vincennes Railroad Company, its successors or assigns, may secure the payment of the principal and interest of such bonds or other evidences of indebtedness so issued and disposed of by mortgage upon all the roads and property of said company hereinbefore mentioned and described, and that such mortgage, when so made and executed, shall constitute and be and become a lien upon all such roads and property prior to and having precedence of the liens hereinbefore provided for by this instrument."

After the above agreement was made between the president of the company and J. D. Fish, trustee, on the 24th of June, 1872, a circular was issued, signed by W. D. Judson, president, and Amos Tenney, treasurer, from which we extract the following:—

"This division of the road was commenced last year, and track laying begun. The remainder of the iron has been bought and is now on the way, and has been paid for in cash, and contracts have been signed for the completion of the larger part of the division in ninety days. Under their charter the company have the right to extend their road direct to the celebrated Brazil block coal field, a distance of seventy miles, or, with necessary branches of a little more than eighty miles. The amount of the mortgage, if the entire line is built (which it probably will be at an early day), will be $1,500,000; but the issue is restricted by special contract between the company and its trustees to $18,500 per mile of the Brazil road and the necessary equipment.

"With no grade to exceed twenty six feet to the mile.

**"The paid-up capital stock of the company is $2,500,000, and the principal stockholders have agreed to take and pay for such further amount at par as may be necessary with the proceeds of the first mortgage bonds at the rate of $18,500 per mile, to furnish and equip the Indiana division of the road. There is no separation of the capital stock between the two div