

THE COURTS.

The Pacific Mail Steamship Company's Suit Against King.

THAT FAMOUS \$13,000 CHECK.

A Bookkeeper's Story of How the Books Were Kept.

Legal Difficulties of the Long Island Railroad Companies.

The suit of the Pacific Mail Steamship Company against William S. King was continued yesterday before Edwin M. Dwight as Commissioner, the plaintiff and defendant being represented respectively by Mr. Henry S. Bennett and Mr. John N. Greenwood. Mr. King was called and testified. He said that he was in connection with the company, and had been a bookkeeper for ten years; he was at present in the employ of the Pacific Mail Steamship Company, and had been for two years past; he was before the Congressional Committee, and had investigated the books of the Pacific Mail Steamship Company for that committee; he was familiar with the entries on those books, and was not acquainted with Stockwell. Mr. Bennett was then asked if he had seen the original of a check which a photograph was produced and shown by Mr. Bennett.

The following is a copy of the photographed check—

Office of the Panama Railroad Company, New York, Jan. 21, 1876.

PAY TO THE ORDER OF A. B. STOCKWELL \$13,000.00

By Henry S. Bennett, President.

This check was indorsed "A. B. Stockwell," and immediately underneath "L. & C."

Mr. Bennett—Is this check described on the books of the company?

Mr. King—No, sir; there is no entry to show that it ever reached the Pacific Mail Steamship Company.

Mr. Bennett—The check was cashed on the 21st of September, 1872, to the order of the Panama Railroad Company, for \$13,000, signed by Henry S. Bennett, President, and E. W. S. Bellows, Vice President.

Mr. King—That is correct, and I have the check drawn on September 21, 1872, to the order of the Panama Railroad Company, for \$13,000, signed by Henry S. Bennett, President, and E. W. S. Bellows, Vice President.

Mr. Bennett—Did you see an account on the books for \$13,000, rendered on September 20, 1872, to the Pacific Mail Steamship Company?

Mr. King—No, sir; I did not see any such account.

Mr. Bennett—What checks were paid by Pacific Mail Steamship Company to the Pacific Mail Steamship Company for coal and supplies about that time?

Mr. King—On September 20, 1872, one for \$38,320.24; September 21, 1872, one for \$130,000, and on October 31, 1872, one for \$130,000.

Mr. Bennett—Who was President when these entries were made?

Mr. King—Henry S. Bennett was President, and the entries were made by me.

Mr. Bennett—I think under Mr. McLean's; when he was in charge.

Mr. King—That was the total of the overpayment to the Panama Railroad Company?

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Mr. King—No, sir; no more than I would steal if I was ordered.

Mr. Bennett—Well, it is a paltry principle on your part, but many accounts that have been accused from personal criminality if so ordered.

Mr. King—When Mr. Park directed the Panama Railroad Company to pay me \$13,000, I was ordered to do so.

Mr. Bennett—I believe he was.

Mr. King—He was called, but that gentleman was being sworn in the case, and the case was adjourned till this morning at ten o'clock.

STOCKHOLDERS AND DIRECTORS.

There was quite a lengthy argument yesterday before Judge Barrett in Supreme Court, Chambers, in the injunction proceedings instituted by Mr. Buckley and others, stockholders of Long Island Railroad Company, against John H. Harter, one of the directors of the company. The object of the suit, as stated, was not to prevent the directors in question from parting with their individual stock or resigning as directors, but to compel a compliance with the measures adopted at the last meeting of the stockholders. The claim is that the directors against whom the action was brought are endeavoring to arrange matters so as to give a controlling interest in the road to Mr. Poppenheim, said to be the principal controller of the two roads, the Hudson and the Southern road.

It was contended by Mr. Marsh, the plaintiff's counsel, that to effect the removal of John H. Harter, the consent of the stockholders, would be illegal; that the directors are trustees for the stockholders, and that they cannot divert themselves of their obligations to the stockholders, especially where any suspicion is raised that they are benevolent themselves. In the course of his argument he alluded to the newspapers which had kindly come in to direct the courts as to what should be done in the circumstances, and he said that he had read the articles, and even if he did it was not necessary.

Mr. Harter argued on behalf of the defendants, that having sold their shares, as they had a perfect right to do, there was nothing in the world to prevent their resigning whenever they thought proper, that no court equity could prevent the resignation of a director, and that where there are competing lines it is better for all parties that they should be under one control, and that an injury could result to the plaintiffs or to the public.

At the close of the argument Judge Barrett took the papers, reserving his decision.

A CURIOUS WILL CASE.

The Shiff contended will case came up for further hearing yesterday before Surrogate Van Schaick. The testator, Mrs. Basche Shiff, died in Paris, France, in October, 1875, leaving quite a large estate, situated in New York, Louisiana and France. The will offered, which, it is stated, is in her own handwriting, bequeaths the property mostly to her seven children, dividing the same equally into seven parts. This will is dated at Paris, May 28, 1861, and is accompanied by a codicil dated June 28, 1869, revoking portions of the former, making the same disposition of the property, but ordering that from that portion of the property known as the "estate of the State," which was devised to the son of her deceased son Edward, shall be deducted an advancement to the deceased of \$40,000, as the codicil concludes—"It is my will and desire that no part of my estate in New York, Louisiana or France or elsewhere shall descend or go to or be taken or enjoyed by the son of my deceased son Edward, and so far as he has any legal right to inherit from me, I hereby give him from any participation in any part of my estate."

It is contended by the grandson, a minor, named Edward Andrew Shiff, now residing in New Orleans, through his special guardian, G. T. Patton, that the will is not a valid one, and that the estate of the deceased, that is to say, the property which was devised to the son of her deceased son Edward, shall be deducted an advancement to the deceased of \$40,000, as the codicil concludes—"It is my will and desire that no part of my estate in New York, Louisiana or France or elsewhere shall descend or go to or be taken or enjoyed by the son of my deceased son Edward, and so far as he has any legal right to inherit from me, I hereby give him from any participation in any part of my estate."

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appeared for the government, the amount he was surprised by these disclosures, and desired to allow him to withdraw a juror and send the accounts back to Washington for correction. Judge Wallace granted the motion.

DECISIONS.

SUPREME COURT—CHAMBERS. By Judge Barrett.

Matter of Fubauer et al.—Order appointing Isidor Abraham special guardian, on giving bond, with two sureties, for the value of the infant's interests, and a reference to the report of Mr. John W. Lewis to take proof and report.

SUPREME COURT—SPECIAL TERM. By Judge Van Brunt.

Ritter vs. Brady.—Opinion.

SUPREME COURT—CIRCUIT—PART 3. By Judge Lawrence.

Brennan vs. The People.—Defendants' counsel has submitted his points and is waiting for those of the plaintiff in reply. As I desire to dispose of the motion before the first day of February, counsel for plaintiff should submit his points as early as possible this week.

Weeks vs. Satterlee.—Case set down for the second Monday of March, without prejudice to the defendant's right to move at chambers for a commission to examine the witness Van Dusen, or for such other relief as he may be advised. Memorandum.

SUPERIOR COURT—SPECIAL TERM. By Judge Sanford.

Faulk vs. Knapp.—Motion granted with \$10 cents. Memorandum.

Walker vs. Walker.—Motion granted without costs. Memorandum.

Brown vs. Schwoon et al.—Motion for receiver granted with \$10 cents. Memorandum.

Wright vs. Moore et al.—Motion denied without costs. Memorandum.

COMMON PLEAS—SPECIAL TERM. By Judge J. F. Daly.

Beaumont vs. Kilmington.—Memorandum for counsel. Order to be settled.

Saxby vs. Hamel.—The sale will be set aside on defendant's application of appeal and procuring further justification of sureties on appeal within five days. Order to be settled in two days.

McDonnell vs. Yreod.—Order filed with papers.

Combs vs. Cantrell.—The judgment should be amended by providing that the personal judgment shall be enforced against the property of the defendant until the premises subject to the lien have been sold and prove insufficient to satisfy the judgment. Order to be settled in two days.

Gerrits vs. Bongom.—Motion allowed.

O'Connor vs. Gallagher.—Stay granted until security on appeal stipulating to bring appeal to judgment in March term.

Felt vs. Trowbridge.—Attachment allowed, bailable in \$500.

Cockroft vs. New York and Harlem Railroad Company.—Motion granted.

COMMON PLEAS—EQUITABLE TERM. By Judge Van Brunt.

Field vs. Tannoch.—Opinion.

SUMMARY OF LAW CASES.

Suits were begun yesterday in the United States District Court by the government against Charles R. Tyng, Lawrence V. Hopkins and Thomas M. Tyng, comprising the firm of Tyng & Co., to recover \$22,000 due on warehouse bonds. The bonds were all given between February, 1870, and March, 1872.

An execution was returned yesterday by Judge Sanford of the Superior Court of the county of New York, against the firm of Brown, Schwoon & Klinger, lumber dealers. It is alleged by Brown that his share of the profits in the business have not been paid to him in accordance with the partnership agreement.

The suit of Tasson & Co. vs. Collector Arthur, to recover alleged excessive duties paid on certain grades of olive oil, came up yesterday, before Judge Wallace, in the United States District Court. The plaintiffs paid, under protest, \$1 per gallon duty on olive oil, claiming that they should only have paid twenty-five cents, as the importations were not of said oil. The government, on October 31, 1875, there was made the account of the oil and duties, and the balance due to the government was \$1,284,226.23.

Mr. Bennett—That was the actual amount due the Pacific Mail Steamship Company?

Mr. King—The amount actually due was \$74,289. The overpayment was made to cover up a false entry of \$130,000, which was made on the books of the Pacific Mail Steamship Company.

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brother Joseph had a quarrel on Sunday evening, which resulted in the death of a woman with a pistol. The wound being serious, the assailant was required to furnish \$2,000 bail to answer.

THE SUNDAY CONCERTS.

For some time past the regular theatres in the Bowery have given performances on the Sabbath under the name of "Sunday Concerts." The recent concert of Police Commissioner Smith has started the public mind yesterday morning Charles Pratt, No. 113 Bowery, Jacob Schwarzbach, No. 109 Bowery (Volks Garden); George Goldsmith, No. 18 St. Marks place (Tivoli); and Gustave Hofkauf, No. 205 East Houston street, were before Judge Kassine, and gave \$1,000 bail to answer.

FIFTY-SEVENTH STREET COURT. Before Judge Murray.

PICKING POCKETS IN THE CENTRAL PARK. James Miller, who is known to the police under several aliases as a notorious pickpocket, was arrested on a charge of stealing a pocketbook containing \$3 and some valuable papers from Elizabeth Rhodes, of No. 60 West Forty-ninth street. At the time of the robbery she was in the midst of a crowd who were looking at the animals in the Park, and Officer Plock, of the Park police, was standing by her side. The prisoner, who said he resided at No. 217 Third avenue, was committed for trial in default of \$2,000 bail.

A JERSEMAN ROBBED BY FOOTPADS. Michael Murphy, of No. 152 Steuben street, Jersey City, caused the arrest of Edward C. Donnelly, of Teuth avenue and Eighteenth street, and William Little, No. 10 City Hall place, on a charge of highway robbery. He alleged that they attacked him on Teuth avenue, knocked him down and stole his watch. As they were escaping Officer John Cottrill, Twenty-second precinct, arrested them. They were held for trial at the General Sessions in default of bail.

HARLEM POLICE COURT. Before Judge Smith.

IS HE A ROBBERS THIEF? Officers Brophy and Weed, of the Thirty-second precinct, arrested on Sunday evening, at 154th street and Kingsbridge road, a young man who had in his possession two horses, the description of which tallied with two that had been stolen from Frank Flewellyn, of Yorktown, Westchester county, last day of January. The supposed thief gave a good account of himself and said that he had received the horses from a thief at Katonah, at which place he stopped on his way from Albany to New York, and that he had two horses, he said, Albert Flewellyn, and that he had two horses at Yorktown, to whom the horses belonged. The police having received strict orders to look up for extradition whoever should be found with the horses, the man was held. On being arraigned yesterday there was no evidence to disprove that his name was Flewellyn, but there was no evidence to connect him with the man who broke into the stable at Yorktown and stole the horses. He was committed for a further hearing to-day.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Barrett.—Nos. 96, 1, 59, 94, 110, 148, 248, 293, 271, 290, 307, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836,