THE COURTS.

Another Motion to Dismiss the Complaint in the Taylor-Gould Suit.

BADGERING A WITNESS.

Suit by Lyon, of Emma Mine Notoriety.

STOCK SPECULATORS AND THEIR MARGINS.

The Government Suit Against General James Watson Webb.

In the further trial yesterday before Judge Barrett, in Supreme Court, Circuit, of the suit of De Witt C. Taylor vs. Jay Gould and others, growing out of the Black Friday gold conspiracy, the proceedings were unusually lively and piquant, and were, of course, correspondingly enjoyed by the usual large throng of spectators present.

Mr. Albert Speyers was recalled, and in answer to Mr. Sullivan said he could not swear whether the memorandum of plaintiff's sale was signed by him on Friday or Monday.

Mr. Sullivan suggested that the case be given to the jury to decide on the point whether the memorandum was made on Monday or Friday. The case, he said, was a peculiar one, involving large interests, and it was quite within His Honor's discretion to allow the case to go to the jury just then.

Mr. Beach opposed this, saying the Court had no such discretion, and that the proposal was an attempt to evade the statute of frauds on the point as to signature.

Mr. Peckham said it mattered little, after all, whether the memorandum was signed on Monday or Friday. The real point of interest was the fact that it came from Speyers' office.

Three memorandums were here handed to Mr. Speyers by Mr. Sullivan, and he admitted that they were dated September 24, 1869, and were signed by him; but he still believed that he did not sign any of the memorandums of the Black Friday gold transaction (of which these were a portion) until Monday.

Mr. O'Brien was next recalled, and he testified that on Black Friday he sold Mr. Speyers $170,000 at 150 and $100,000 at 160, and between one and two o'clock on the same day received Mr. Speyers' memorandums, which witness produced. The memorandums were dated September 24 (Black Friday), and recorded purchases by Speyers for account of "James Fisk, Jr., and his associates."

Mr. Shearman then took the witness in hand to cross-examine him, and the audience were afforded a rich treat.

"Have you not brought a suit arising out of these transactions?" asked Mr. Shearman.

"Yes," answered the witness; "after I had visited the Twenty-third street bastile to see you, and found the place barred and barricaded; I wanted to interview you but couldn't get in." (Laughter).

"Against whom did you bring suit?"

"Fisk and associates."

"Will you swear that you so instructed your lawyer?"

"I had confidence in my lawyer, Mr. Hill; I left that to him."

"What did you say to him?"

"I don't remember what I said."

"Did you hand the tickets to Mr. Hill and say nothing?"

"I don't remember what I said."

(Question repeated.) "Now, don't be so savage"—(Roars of laughter)—"I told you before, I don't remember."

"Your Honor," said Mr. Shearman, addressing Judge Barrett, "I submit that this is the sixth time he has evaded my question."

"That is no evasion," said Judge Barrett.

"I told you I couldn't remember what I said," said the witness.

"I didn't ask you that," said Mr. Shearman. "Do you mean to say you don't remember whether you said a word?"

"I tell you that I don't remember what instructions I gave him; I have confidence in him."

"I appeal," spoke up sharply Mr. Shearman again, "to Your Honor if this is not the eighth time he has evaded me?" (Roars of laughter).

"Oh, no; there is no evasion; but he doesn't precisely understand the question," answered the Judge.

After this the witness and the counsel had a lively time over the question whether the witness passed his tickets through the Clearing House on Saturday or Monday.

"But how could you possibly send them in on Saturday, when the bank was closed," persisted Mr. Shearman.

Witness, stretching out his arms toward the counsel, and lowering his voice:—"Softly, softly." (Shouts of laughter.)

"Oh, you are a brilliant witness. A very smart witness; but you would look better if you weren't quite so smart," ejaculated Mr. Shearman. The witness bowed.

Mr. Peckham—A lecture without charge. (Laughter.)

Mr. Shearman then moved to dismiss the complaint on various grounds. At the close of Mr. Shearman's argument on the motion to dismiss the complaint, and after replies by Mr. Sewell and Mr. Peckham, Judge Barrett said he held that there was enough in the case to go to the jury on the question whether Gould, Smith & Martin were acting in concert with Fisk. The Court then adjourned.

THE EMMA MINE LYON.

Some time ago James E. Lyon, of Emma mine notoriety, employed Eldridge & Johnson, attorneys of this city, to commence an action against Isett Kerr & Co., to recover against them some $250,000. Eldridge & Johnson agreed to take for their services as attorneys and counsellors one-fifth of the amount that might be recovered, Lyon agreeing to pay all cash disbursements. The action was commenced and referred to a referee, who, after hearing testimony on both sides, reported in favor of defendants and against Lyon, who in the meantime had gone to London before the referee made his report. Eldridge wrote to his partner, Johnson, who was then in Europe with Lyon, to see Lyon and have him send over to Eldridge £300 sterling to take up the report of the referee, which Eldridge wrote he had no doubt would be in favor of Lyon, and that he wanted to have the money on hand to take up said report. On reading this letter Lyon immediately cabled, through Jay Cooke, McculloCh & Co., £300 sterling to Eldridge, which he received. The money was not used or paid to take up the report of the referee, which was against the plaintiff. On Lyon's return to New York he went to see Eldridge to get his money, which Eldridge declined to pay, on the ground that Lyon owed him for services. This proceeding was then commenced by Lyon to compel the attorney (Eldridge) to pay over said £300 sterling and interest on the ground that it had been received by Eldridge for a specific purpose, and had not been used by Eldridge for that purpose. Eldridge appeared, interposed an affidavit denying the allegations of Lyon, and claimed that Lyon was indebted to him in a large sum. A reference was made by Judge Lawrence to Mr. D. C. Calvin, the newly appointed Surrogate, who, after having taken a large amount of testimony on both sides, reported to the Court that the £300 had been received by Eldridge as an attorney for a specific purpose and that Lyon did not owe him anything. The report of the referee was confirmed by Judge Donohue, who made an order directing Eldridge, as an attorney, to pay over to Lyon or his attorney within ten days the sum of $2,205 26, being the amount of the £300, with interest and referee's fees, or in default of Eldridge not so doing that a precept issue against him in the usual form for not paying over moneys received by him as an attorney and belonging to his client. Eldridge appealed from this order, without giving any bond or without obtaining from the Court an order staying proceedings. He afterward made a motion asking the Court to stay proceedings until his appeal should be heard at General Term. This motion was argued yesterday before Judge Donohue, in Supreme Court Chambers, who, after hearing Mr. Samuel G. Courtney, counsel for Lyon, against the motion, and Eldridge in his own behalf, refused to stay the proceedings, but granted the favor to Eldridge to deposit with the Clerk of the Court the sum of $2,205 26 as security to Lyon to wait the event of his appeal, and that such deposit be made to-day before three o'clock. In the event of Eldridge not depositing this money, as required by Judge Donohue, the Sheriff, under the order of the Court, must commit Eldridge to jail.

IMPORTANT TO STOCK SPECULATORS.

A case was tried yesterday, before Judge Van Hoesen, in the Court of Common Pleas, presenting features of special interest to those seeking to win the favors of the fickle goddess through stock speculations in Wall street. Mr. William Shepherd, a stock broker was selected by William Lyster as his medium for operating in stocks. Mr. Shepherd bought on account of Mr. Lyster 100 shares of Lake Shore and Michigan Southern Railroad stock. As usual, the stock speculator put up a certain margin in the hands of his broker, and as usual the stock fluctuated, compelling the latter to make demands for further margin. This further margin was not put up, and the result was a sale of the stock, with the further interesting addenda of a law suit. Mr. Lyster, who brought the suit, claimed that he received notice requiring further margin between two and three o'clock in the afternoon, after the Stock Board had adjourned, too late to enable him, even if he had the money in the bank, to make the required margin good. It turned out that in consequence of failing to respond to the demands of his broker the latter disposed of the stock at a lower figure than that stipulated for by Mr. Lyster. The defendant set up a specific agreement that when plaintiff's margin was exhausted he should, on notice, make it good. The plaintiff denied any such agreement, but claims that he was entitled to forty-eight hours' notice. Various witnesses were called to prove the custom in the street in regard to the length of time allowed such notices. There was failure of proof, however, that the allowance of any such length of time was customary. Upon this failure a motion was made to dismiss the complaint, which was granted, the plaintiff leaving the court room a sadder, but wiser man. This however, as will be seen, contains a salutary lesson to stock speculators on the point of keeping their margins good.

JAMES WATSON WEBB'S CASE.

In the case of the United States against General James Watson Webb the defendant was again called to the stand yesterday. He testified that he paid the money in dispute as directed by Wells, the claimant of this money, with the approval of the late Secretary of State, Seward. District Attorney Bliss contended that even if this were so Webb must refund the amount claimed, and which he says he disbursed in the manner described; that nothing but an act of Congress could justify that payment, and that the directions of the then Secretary of State would not excuse Webb, and that if he did even act by such direction he did so to his own wrong. The District Attorney moved that the Court direct a verdict for the government on the ground that the defendant had no approval or authority from the Secretary of State to dispose of the money as Webb alleges he disposed of it, or to relieve him from the obligation to account for it to the United States. Judge Blatchford said he would submit the case to the jury on this point—whether the defendant had the authority, sanction or approval of the Secretary of State at the time to dispose of the money in question as he had. It is probable that a verdict will be reached in the case to-day.

RIGHTS OF AN ADMINISTRATOR.

J. C. Julius Langbein, as administrator under the will of Adam Muller, brought suit against Charles Struppmann to recover $898 32, rents collected off the estate. The plaintiff, as administrator, on December 1, 1874, appointed the defendant as his agent to collect the rents of his estate, and agreed to pay him a commission of five per cent for collection. The defendant collected the rents as such agent and paid them over to the administrator, and received his commissions until February, 1876. He collected the February and March rents, amounting to $898 32, and refused to pay them over on the ground that they belonged to him as one of the tenants in common, he having married one of the daughters of the testator, and his wife having died, leaving him children surviving, by which he claimed an interest in the estate as tenant by the courtesy. He defended on these grounds, claimed he had a greater right than the administrator to collect and receive and keep the rents. The plaintiff claimed that the defendant was estopped from denying he had received the money as agent or collector of the plaintiff, as that was the fact that he had received the money as agent and could not now claim he had received it as a person entitled to an interest in the estate, and that by the terms of the will the plaintiff had the power to collect the rents. There was a long argument on the legal questions involved, and the trial, which occupied two days, was yesterday closed. Judge Alker, of the Marine Court, before whom the case was tried, directed the jury to find a verdict for the plaintiff for $907 04, and that the exceptions be heard in the first instance at the General Term. Mr. George F. Langbein appeared for the plaintiff and Messrs. Henry Wehle and Charles Goldzier for the defendant.

TOO HASTY DISPOSSESSION.

The suit of Mrs. Sarah Brown against Daniel R. Lyddy for damages for illegally dispossessing her from the premises No. 67 Monroe street, which has been on trial for three days before Judge Shea and a jury in the Marine Court, was concluded yesterday. Lyddy bought the lot and premises No. 67 Monroe street from the Remsen estate last April. Mrs. Brown held a twenty-one years' lease of the premises, which expired on the 1st of May, 1875, and which provided she should retain possession until she was paid the value of the house standing on the lot. The deed to Lyddy was made subject to this lease. In June, without having paid the value of the house, Lyddy commenced dispossessing proceedings in one of the district courts against Mrs. Brown, and by default in the absence of Mrs. Brown's counsel, Mr. William F. McNamara, from the court room for a few minutes, he obtained a warrant to remove her, and she was removed the same day by a marshal, and took shelter with her family in a school house. After being out six days she took possession of her house again, when Lyddy again sought to eject her under the Forcible Entry act in a suit in the Seventh District Court, when his proceedings were stopped by an injunction from the Supreme Court, from which he appealed to the General Term, and was there defeated. In the present suit it was claimed on behalf of the plaintiff that the warrant was without the force of law, and that the summons upon which it was founded not having been signed by the Justice, the Court never acquired jurisdiction of the matter. The defendant's counsel contended that the warrant could not be impeached in a collateral action. The Judge left the question whether the summons was signed to the jury, and instructed them that they could give damages for injury done to her comfort and feelings in being turned out. The jury gave her a verdict of $1,200. It appeared during the trial that Messrs. Lad and McNamara, Mrs. Brown's counsel, had five suits pending against Lyddy to protect the widow's rights, the suit for damages, suit for the value of the house, a suit in equity to make the value a lien on the property, an injunction suit to stop him interfering with her possession, and a certiorari.

DISCHARGED DEBTORS' TROUBLES.

In Supreme Court, Chambers, yesterday Judge Donohue granted a writ of habeas corpus in the case of Otto Alborn. It appeared that Alborn had been arrested and confined in Ludlow Street Jail in a civil suit; that he took the insolvent act and was discharged by Judge Spier, of the Superior Court; that then, Alborn's creditors petitioned Judge Spier to set aside the discharge, and that Judge Spier granted an order to show cause why the petition should not be set aside, and in the meantime ordered the Sheriff to arrest Alborn and hold him to bail. A. H. Purdy, who appeared for Alborn, insisted that the order of Justice Spier was wholly void and without authority of law. Mr. Elliott F. Sheppard, who appeared for the creditors of Alborn, asked that the case be adjourned to give him time to prepare for the argument. Mr. Purdy opposed this, and after a somewhat heated argument between counsel Judge Donohue adjourned the matter to this morning to allow the Sheriff to make a return to the writ.

FRAUDULENT IMPERSONATION.

A rather curious suit was tried yesterday before Judge J. F. Daly in the Court of Common Pleas. Mr. Herman E. Haeger keeps a storage house on Eighth avenue. In 1873 a man, giving his name as A. G. Monocal, negotiated with him to store the furniture of the house No. 317 East Fifty-first street, stating that the furniture belonged to him, taking a receipt from Mr. Haeger for the furniture. Subsequently this same man took away the goods. Afterward it turned out that the man giving his name as Monocal was an agent of the latter, his name being Henry Martin. Mr. Monocal, to whom Martin had given the receipt, went after his furniture, when to his surprise he found that the goods had been removed in the manner described. He claims that the value of the furniture is $3,000, and has brought suit against Mr. Haeger to recover this amount. Mr. Haeger was sick and unable to attend court, and his counsel was also engaged elsewhere. An inquest was being taken in the case, when the services of Messrs. Jacobs and Sink were obtained on behalf of the defendant, Mr. T. B. Odell appearing for the plaintiff. This put a decidedly different complexion on the case, and the testimony elicited on the cross-examination of the plaintiff's witnesses was both spicy and interesting. The case was given to the jury at half-past one o'clock, and they not having agreed at five o'clock, were ordered to bring in a sealed verdict this morning.

SUMMARY OF LAW CASES.

Henry Conrad, summoned as a juror in the United States Court, was yesterday fined $150 by Judge Wallace for non-attendance.

Delano C. Calvin was yesterday sworn in as Surrogate by County Clerk Walsh, after which he received his certificate and filed his bond with the Clerk. Augustus Schell and James A. Thayer are Mr. Calvin's sureties to the amount of $50,000. He will open the Court to-day.

A verdict for $4,855 for the plaintiff was rendered yesterday in the suit brought by Harriet B. Crosswell against George Reed, tried before Judge Dyckman, holding Supreme Court, Circuit. The suit grew out of an alleged fraudulent transfer of real estate.

An order of Judge Donohue yesterday was filed in the County Clerk's office authorizing the receiver of the Security Savings Bank to offer a reward for the capture of John B. Seil, the absconding bookkeeper and confidential clerk of the bank, and to pay experts to examine his accounts and detectives to hunt him up.

The suit brought by Henry Werthemer against Henry Strauss and Abraham Wolfe was tried yesterday before Judge Lawrence and resulted in a verdict for the plaintiff for $982 01. The suit was similar to that tried on the previous day, in which Nathan and Charles May and Solomon Mueller were the respective plaintiffs.

In the suit brought by Anthony J. Bleecker against the city to recover $15,000 compensation for appraising city property under direction of the Sinking Fund Commissioners, a motion was made yesterday before Chief Justice Daly, at Special Term of the Court of Common Pleas, to amend the answer by setting up an agreement by the plaintiff with the Comptroller, whereby he consented to allow the latter to fix the compensation, and that the Comptroller had fixed it at $3,000. Judge Daly took the papers.

In a suit for divorce on the ground of adultery brought by Helen Phillips against her husband, Richard Phillips, a motion was made yesterday before Chief Justice Daly for alimony and counsel fee. After hearing the opposing affidavits, setting forth that the husband had been far more cruelly treated by his wife than he had ever treated her Judge Daly denied the motion.

In the Court of General Sessions yesterday, before Judge Gilder-sleeve, the case of James B. Cummerford, for forgery, was continued. Mr. Charles Unge, testified to the prisoner coming to his office in company with Mitchell when the check with the forged certification was passed. Charles E. Thomas, paying teller of the Ninth National Bank, testified that the indorsement of his name upon the check was a forgery. Several witnesses swore they had known the prisoner for many years, and that his character was good. The accused testified that he had no knowledge that the check was not correct, and that he had not taken any part in negotiating it, but had simply accompanied his partner, Mitchell. The case is not yet concluded.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Donohue.

Matter of Clark.—Correct order and it will be signed.

Matter of Hoffman; matter of Zlorowski; matter of Walsh; matter of Serrell; matter of Rhinelander; Nevins vs. Judson; Winternitz vs. Mudge; Kelly vs. Scripture; McKenna vs. Scripture; Young vs. Laugbein—Motions denied.

Matter of opening Lexington avenue.—Money does not belong to administrator; report incorrect.

Schettler vs. Smith.—Order granted confirming report of referee of sale and granting extra allowance.

Levy vs. Gillett.—In this case no copy of the stenographer's minutes furnished; when that is, case can be settled.

Whiting vs. Whiting.—Decree of divorce granted to plaintiff.

Littauer vs. Goldman.—I wish to see counsel.

Taylor vs. Mabie; De Embil vs. Raunrez; Moody vs. Libby—Orders granted.

Matter of Spellman; Allen vs. Gauch; Hayes vs. Dickinson; Pinckney vs. Houghwant; Nichols vs. Jessup; matter of Pegram; matter of Zwink; Morgan vs. Willis; Lynch vs. Crump et al.; matter of Baur; Duckworth vs. Tallmadge—Granted.

Darnett vs. Caldwell.—Motions granted. Memorandum.

Wallace & Sons (a corporation) vs. Castle.—Denied. Memorandum.

Phillips vs. Lewis.—Memorandum.

Matter of Ledyard.—Want proof of responsibility of guardian under rule.

Boyle vs. Boyle.—Decree of divorce granted to plaintiff.

Society for the Reformation of Juvenile Delinquents vs. Hauckauff.—Memorandum.

Bell vs. Tallmadge.—Granted, with stay.

By Judge Barrett.

Johnson vs. Maning.—I think that it would be hard to deprive the defendant of a jury trial, where she had stipulated to the extent embodied in the paper. The stipulation is filed, and on it the motion is denied, without costs.

SUPREME COURT—CIRCUIT—PART 3.

By Judge Larremore.

Bailey, &c., vs. Spofford, &c.—Motion for extra allowance denied.

SUPREME COURT—SPECIAL TERM.

By Judge Larremore.

Lesserman vs. Bernheimer et al.—Motion granted.

By Judge Van Vorst.

Taylor vs. The Mayor, &c.—Judgment for plaintiff. The affidavit of Mr. Whitehead, which is not questioned, shows to be a proper case for costs.

SUPERIOR COURT—SPECIAL TERM.

By Judge Curtis.

Schuck vs. Aitken.—Order settled.

By Judge Speir.

Swasey vs. Ruger et al.—Order for a commission.

Schmaier et al. vs. Griswold.—Order denying motion, with $10 costs.

Belmont vs. Pomert et al.—Order cancelling decree of judgment of record.

Kaufman vs. Kaufman.—Precept granted.

Borst vs. Aitken; Benner et al. vs. Duclos et al.; Roe et al. vs. The Oceanic Steam Navigation Company; Audisson vs. Priest et al.; Ingersoll vs. The Tenth National Bank.—Orders granted.

MARINE COURT—CHAMBERS.

By Judge McAdam.

Reed vs. The Transatlantic Company.—Opinion.

Moss vs. Judson.—Upon payment of $10 costs within five days the defendant may serve an amended answer, properly filed, and numbering his separate defences.

Schwartz vs. McCurran.—Application granted.

Barrowcliff vs. Stevenson; Hale vs. Rohr.—Motions granted.

Gree vs. Johnson, Jr.; Rothschild vs. Sussman; Downs vs. Newburger; Bement vs. Ahern; Taylor vs. Rogers.—Motions to advance causes granted.

Greensward vs. Hilliard.—Motion granted.

TOMBS POLICE COURT.

Before Judge Bixby.

DRUGGING SAILORS AND ROBBING THEM.

George Sarsfield, proprietor of a grocery and liquor store at No. 87 Washington street, was yesterday arraigned on a charge of robbing Thomas Jeffers and Bernard Burns, sailors, after having dosed them with drugged ale. The complainants stated that while standing on the corner of Rector and Washington streets the accused came over and accosted them, invited them into the store across the way and asked them to take a drink. They drank ale, one or two glasses, and immediately felt drowsy and went to sleep. When they awoke they missed their money, amounting in all to about $23. Officer McMahon, of the Twenty-seventh precinct, was called in at the time and arrested Sarsfield. The latter yesterday denied his guilt, and protested that the complainants were robbed outside of his premises, if at all. Sarsfield was held in $2,000 to answer.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Donohue.—Nos. 28, 108, 131 to 154 inclusive, 197, 211, 218, 253, 273, 274, 275, 276, 277, 278, 307, 327, 344, 345, 347, 348, 351, 353, 361, 362, 363.

SUPREME COURT—SPECIAL TERM—Held by Judge Van Vorst.—Demurrers—Nos. 4, 6, 7, 21.—Law and fact—Nos. 145, 55, 119, 120, 19, 414, 163½, 230, 97, 318, 338, 340, 348, 349, 352, 355, 357, 359, 360, 361, 362, 363, 367, 369, 371, 372, 373, 374, 375, 376, 379, 380, 381, 382, 383, 384.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Lawrence.—Nos. 1313, 1316, 1299, 2847, 1407½, 2029, 1059, 1855, 2857, 1373, 140, 1449, 1451, 1453, 1455, 1457, 1459, 1461, 1463, 1467. March term continued, held in general room, by Judge Barrett.—Case on—No. 1227. No day calendar. Part 2—Held by Judge Dykeman.—Nos. 858, 860, 893, 380, 1386, 1824, 1258, 1026½, 1125½, 736, 2401, 1422, 1318, 872, 2110, 1442, 2808, 2858, 1448, 1368, 2848, 1320, 698, 1437. Part 3—Held by Judge Larremore.—Nos. 633, 2539, 1127, 863, 718, 673, 111, 949, 1733, 1131, 2489, 1237, 2537, 1697, 325½, 171½, 175½, 621, 933, 1721, 391, 923½, 1185½, 691, 693.

SUPERIOR COURT—SPECIAL TERM—Held by Judge Speir.—Nos. 24, 27.

SUPERIOR COURT—TRIAL TERM—Part 1—Adjourned. Part 2—Held by Judge Sedgwick.—Nos. 810, 716, 1026, 1675, 650, 608, 981, 1847, 1005, 674, 1534, 297, 741, 1028, 949 869, 964, 856, 1074, 1029.

COMMON PLEAS—EQUITY TERM—Held by Judge C. P Daly.—No. 15.—Demurrer—Pike vs. Englehardt.

COMMON PLEAS—TRIAL TERM—Part 1—Held by Judge Van Hoesen.—Nos. 1111½, 969, 1098, 254, 1618, 1692, 1534, 1539, 1540, 2071, 1693, 670½, 2122, 1784, 1528, 1755, 1613, 177, 2228, 2074, 2075, 2077, 2078, 2079, 2080. Part 2—Held by Judge Van Brunt.—Nos. 1454, 728, 2459, 2010, 2051, 2053, 1407, 2051, 2052, 2053, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2066, 2067, 2068, 2069, 2070, 2073. Part 3—Adjourned until Monday, April 17, 1876.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Alker.—Nos. 3827, 7007, 3921, 3991, 3992, 5363, 4006, 7443, 7365, 6820, 6706, 3941, 3925, 3360, 3110. Part 2—Held by Judge Sheridan.—Nos. 7082, 5640, 4427, 6341, 5354, 3862, 6900, 7079, 6490, 6989, 2624, 4045, 4046, 4047, 4048. Part 3—Held by Chief Justice Shea.—Nos. 4716, 3136, 6882, 6792, 3784, 6895, 7193, 2189, 7296, 7149, 5806, 6224, 6991, 5280, 4956.

COURT OF GENERAL SESSIONS—Held by Judge Gildersleeve.—The People vs. Thomas Allen, robbery; Same vs. Michael Kelly, felonious assault and battery; Same vs. Francis Fruity, felonious assault and battery; Same vs. Sarah Moses, grand larceny; Same vs. Louis A. Pride, grand larceny; Same vs. Luiu Cambel, grand larceny; Same vs. Fannie Desire, felonious assault and battery; Same vs. William Martin, felonious assault and battery.

EX-COLLECTOR BADEAU'S CASE.

The case of Isaac Badeau, ex-Tax Collector, was called for trial in the City Court of Brooklyn, before Judge Neilson, yesterday. The prosecution intimated that they were not quite ready, and Judge Neilson said that as he had tried the case once and it was not usual for judges to hear the same case twice, he would prefer that this trial should take place before some other Judge. Counsel for Mr. Badeau said they had no objection to His Honor trying the case again, and it was set down for Tuesday next, April 18.

It is claimed now that since the last trial some startling facts have been discovered, which will show beyond all question where some of the moneys alleged to have been taken from the tax office have gone to, and that these transactions have taken place without the knowledge or consent of Mr. Badeau. The figures of the expert accountants have also been corrected since that time and the amount of the alleged deficiency greatly reduced. Mr. Barnard gave notice yesterday that he would, under the late decision in the Tweed case, reported in the 60th N. Y., move to confine counsel for the people to one count in the indictment.

COURT OF APPEALS.

ALBANY, April 12, 1876.

In the Court of Appeals to-day the following business was transacted:—

No. 161. Patrick King, respondent, vs. The New York Central and Hudson River Railroad Company, appellants.—Argued by M. Hale for appellant and by A. J. Parker for respondent.

No. 25. Norman Cox and another, administrators, &c., appellants, vs. Warren P. Wightman, executor, &c., and others, respondents.—Argued by E. H. Prindle for appellant and William F. Jenks for respondent.

No. 324. The Washoe Tool Manufacturing Company, respondents, vs. The Hibernia Insurance Company, appellants.—Argued by N. C. Moak for appellant and S. A. Noyes for respondent.

No. 12½. Mary Jane Turner, administratrix, &c., respondents, vs. Henry Reges and another, appellants.—Argued by S. Hand for appellants and by O. Close for respondent.

Adjourned.

CALENDAR.

Nos. 80, 105, 107, 121, 115, 117, 127 and 140.

ALABAMA CLAIMS.

DECISION OF THE COURT REGARDING "WAR RISK" CASES.

WASHINGTON, April 12, 1876.

In the Court of Commissioners of Alabama claims to-day the opinion of the Court in relation to the cases known as "war risks" was delivered by Judge Jewell. The following is a syllabus of the opinion:—

Insurance companies and insurers cannot recover in this court unless they show two things—first, that they suffered damage or prove losses by reason of destruction of property by the Confederate cruisers Alabama, Florida and the Shenandoah after she left Melbourne; and, second, that their business in insuring against war risks during the rebellion caused them a net loss, both of which being proved they may recover a sum equal to the amount of such net loss in their business if their losses by said cruisers amounted to the aggregate of such loss, but in no case greater than the amount of the net loss on such war risk business. In determining such net loss the amounts paid and received for reinsurance are to be taken into consideration.

Awards in three following cases were made under this decision:—Case 1,089. Commercial Mutual Marine Insurance Company, of New Bedford, Mass., $45,247 12, with interest at four per cent. Case 1,093. Ocean Mutual Insurance Company, of New Bedford, Mass., $17,425 86, with interest at four per cent. Case 1,098. Mutual Marine Insurance Company, of New Bedford, Mass., $44,199 72, with interest at four per cent.

Judgments were also announced in the following cases:—Case 1,108. L. Dinkenspiel et al., of San Francisco, for loss of merchandise on the Crown Point, destroyed by the Florida, May 13, 1863, $2,379. Case 611. George McGibbon & Co., of New Orleans, for loss of merchandise on the Electric Spark, destroyed by the Florida, July 10, 1864, $666 66; Judge Baldwin dissenting. Case 1,141. Ira Montross, of New Bedford, Mass., for loss of personal effects and wages by destruction of the Edward Carey by the Shenandoah, April 1, 1865, $1,750. Case 1,378. John W. Pierce, of New Bedford, Mass., for loss of wages by destruction of the Milo by the Shenandoah, June 22, 1865, $250.

MUNICIPAL NOTES.

The local politicians are considerably exercised as to the fate of the bill which proposes to extend Comptroller Green's term until the 1st of January. The report of its passage by the Senate yesterday was canvassed with considerable interest by the Aldermen. Tammany members express themselves as much chagrined at this state of affairs. They are bitterly opposed to the present head of the Finance Department.

Surrogate Calvin was yesterday sworn into office before the County Clerk. The bond of the new official was also filed.

The Law Committee of the Board of Aldermen have now before them the allegations as to the making of a fraudulent contract by the Department of Public Works with Mr. B. G. Clarke for furnishing iron water pipes to the city. No action has yet been taken. A meeting of the Board will be held this afternoon.

Comptroller Green has not yet determined as to whether he will issue the necessary bonds for the completion of the Brooklyn Bridge under the resolution recently passed by the Aldermen.

The anti-Custom House republicans will hold a meeting this evening for the purpose of organizing a general committee. It is understood that Mr. E. E. Thorne will be elected chairman of the new committee.

THE DOCK DEPARTMENT.

At the regular weekly meeting of the Dock Commissioners yesterday several unimportant communications from various persons asking for repairs of docks in which they were interested were read by Secretary Lynch, as was the following quarterly financial report:—

REVENUES.

Dec. 31, 1875—Balance	$76,003 58	
March 31, 1876—Accrued to account of dock and slip rents	173,345 08	
Accrued to account of sale of old material	453 97	
Accrued to account of repairs, &c., for private owners	914 64	
Accrued to account of sales of maps	5 00	
Requisitions drawn upon Comptroller	109,088 46	
		$359,812 73

DISBURSEMENTS.

Deposited with Chamberlain:—		
Viz. account of dock and slip rent	$181,682 61	
Viz. account of sales of old material	453 [illegible]	
Viz. account of dock fund	919 [illegible]	
Allowance to Erie Railroad Company on account pier 8 East River	300 00	
Claims to Finance Department for payment:—		
Account of annual expenses	9,489 38	
Account of construction	99,509 08	
Balance March 31, 1876	67,638 02	
		$359,812 73

BUSINESS TROUBLES.

Messrs. Reiwald & Kramer have made an assignment to Herman Zweig for the benefit of their creditors.

The failure of Messrs. H. W. Lockwood & Co., dealers in hides and leather, corner of First avenue and Forty-sixth street, was announced yesterday. The liabilities are supposed to be about $60,000, but the assets could not be ascertained yesterday.

Daniel Drew's creditors held their adjourned first meeting before Register I. T. Williams, No. 4 Warren street, yesterday. The following debts, in addition to those already published in the HERALD, were proven:—John D. Prince, $14,967 65; L. D. Hatch, $13,219 65; David B. Van Emburgh, $9,861 71; Vernon H. Brown, $5,000; Hannah Rundle, $1,900; Franklin H. Carter, $1,125 63. When the subject of electing an assignee was brought up there was considerable disagreement among the creditors. Mr. Isaac H. Bailey was finally chosen, after which the meeting adjourned.

The first meeting of the creditors of the estate of Samuel and Charles S. Perry was held yesterday at the office of Register Edgar Ketchum, Bennett Building. The following claims were proven:—Frederick S. Wells, $40,111; Adeline Perry, $19,760, and National Bank of Newport, $1,363. Mr. L. S. Wells, of No. 316 Broadway, was elected assignee.

The first composition meeting of the creditors of J. R. A. Power, of Newburg, who absconded several years ago and has not been seen since, was held yesterday before Register John W. Little, of No. 4 Warren street. The creditors insisted upon putting Power through an examination regarding his accounts before they took any steps toward accepting a composition. H. Fox, counsel for the bankrupt, promised to produce his client at the next meeting.

At the first composition meeting of the creditors of the Nonotuck Silk Company, held yesterday at the office of Register Fitch, No. 345 Broadway, the composition of thirty-five cents cash and thirty cents in indorsed notes was accepted.

William W. Lecombe, of the Lecombe Manufacturing Company, No. 38 Vesey street, has been adjudged bankrupt by Register Ketchum on his own petition. His liabilities are $30,000. His assets consist of 900 shares of the Lecombe Manufacturing Company and 500 shares Columbia Paper Company, which are worthless, and wearing apparel and ornaments valued at $5,000.

The firm of Tode Brothers, grocers, Nos. 713 and 939 Third avenue, 210 Bowery and 77 Delancey street, who failed a short time ago, are negotiating for a compromise at twenty-five cents on the dollar in indorsed notes at three, six and nine months. Ernest Tode offers fifteen cents, secured at three, six and nine months.

SECURITY SAVINGS BANK.

An application was yesterday made before Judge Donohue, in the Supreme Court, by William M. Banks, receiver of the Security Savings Bank, for an order authorizing him to employ expert accountants and detectives. He wishes to arrest John B. Seil, teller and confidential clerk of the bank, who, it is alleged, has decamped with some $70,000. The affidavit sets forth the facts in the case, which have already appeared. An order to this effect was granted.

CENTENNIAL SAMPLES.

Mr. J. B. Ellam, a son of B. Ellam, saddle, harness and whip manufacturer, of No. 213 Piccadilly, London, arrived in this city by the steamship Germanic on Saturday last, accompanied by two of his brothers, with the view of exhibiting at the Centennial articles manufactured by their firm. To a representative of the HERALD yesterday he complained that he had been, as he believed, imposed upon by our customs authorities in being forced to pay about $35, in gold, as duties upon £20 worth of samples intended for exhibition in the British department of the Centennial Exhibition. Mr. Ellam states that the samples were packed in a large case with some of his wearing apparel; that on the steamer he made the usual declaration in writing showing the facts. On landing at pier No. 57 North River he reports the Custom House officer demanded $35 in gold as duties; that when he offered to bond them the officer refused, and that he finally paid the demanded amount. Mr. Ellam believed that he had been swindled, especially as the samples of other exhibitors passed free of duty.

The reporter called upon Mr. Phillips, private secretary to the Collector of the Port, who stated that the officer on the dock had merely done his duty. Colonel Osborn, Deputy Collector, called the reporter's attention to section 4 of the Regulations issued November 1, 1875, which provides that:—

Invoices showing the marks, numbers, character, quantity and foreign market value of articles intended for such exhibition shall be authenticated by the bond and official seal of the Commissioner for the International Exhibition appointed by the government of the country from which such articles are imported, and shall be made in triplicate and forwarded—one copy to the Collector of Customs for the port at which it is intended such articles shall enter the United States, one copy to the Collector of Customs for the port of Philadelphia and one copy to the consignee or agent of the shipper. In case it shall be impracticable to obtain the authentication of a commissioner under official seal, verification by a consular officer of the United States may be accepted instead.

Colonel Osborn states that when the owner of goods has paid the duties there can be no rebate; yet if any large amount were imported under a misconception of the regulations the customs authorities of this port would urge upon Secretary Bristow the propriety of allowing them to be entered here in bond for transportation without payment of duty and sent to the Custom House on the Exhibition grounds.

CENTENNIAL CURIOSITIES.

A collection of immense mirrors intended for exhibition at the Centennial Exposition have been imported on the steamers Rotterdam and August André, of the Antwerp line. They vary in size from 10x28 feet to 15x32 feet, and are the largest ever received in this country. There was also brought out on the André a large quantity of Spelleriron, which is harder than steel, and is used in the manufacture of safes.

REAL ESTATE.

The advertisement of the sale of the property of the insolvent Third Avenue Bank by R. V. Harnett, auctioneer, by order of the receiver, drew a large attendance at the Exchange Salesroom yesterday afternoon. The bidding was not so brisk as was anticipated, and the prices brought for the property, as mentioned below, were small and fair samples of the prices given in the present market. The sales comprised the following pieces of property:—

The bank on the northwest corner of Third avenue and Twenty-sixth street, 109x26x84x25x98.9, for $55,000; No. 969 Fifth avenue, a four story Nova Scotia stone house, between Eighty-fifth and Eighty-sixth streets, $34,000; No. 36 Forty-ninth street, 21.6 feet east of Madison avenue, a four story brown stone house, 21.6x55x75, for $21,000; No. 7 East Forty-sixth street, a four story brown stone house, with lease of lot 20x100.5, for $11,250 (ground rent, $1,200 a year); No. 19, same street, house same as above, with lease of lot, 20x100.5, for $10,100 (rent $1,075 a year); No. 21, same street, same lease, for $10,000 (rent $1,000); Nos. 23 and 25, adjoining same, with same ground rent, respectively $10,075 and $10,100; also No. 28 East Forty-seventh street, corner of Madison avenue, ground rent $1,025 per year, for $13,000; No. 156 East Twenty-sixth street, a two story brick stable, was sold for $6,550; a two story frame house, with lot 25x92.11, on 199th street, between Tenth avenue and Boulevard, $3,850; same sized lot, adjoining, $1,150; a frame house, 30x 6, with half an acre of land, at West Mount Vernon, $2,250. The sale of 80 70-100 acres of land at Tarrytown was adjourned to April 26.

R. V. Harnett also sold in foreclosure a house and lot on 115th street, east of Fourth avenue,