THE COURTS.

Seeking Payment of a Government Claim Under Difficulties.

ENFORCING THE TWO-THIRDS RULE

Lively Legal Contest in the Ingersoll Will Case.

A BIG BONANZA LOTTERY.

A rather speedy but not altogether unexpected termination was yesterday brought to the trial of the suit instituted by John Charles Gardner against the city to recover a portion of the estate of his brother, George A. Gardner, the unfortunate man who, after having been convicted of defrauding the government out of a large sum of money upon a bogus silver mine claim, saved the government any further trouble on his account by committing suicide. On the resumption of the trial before Judge Van Brunt, holding Supreme Court, Circuit, additional witnesses were called, when testimony went to corroborate the full story of the case as published in yesterday's HERALD. As will be remembered, the claim set up by the plaintiff was that too large a sum was paid to counsel for services in Washington in getting the government to accept the $130,500 deposited by the deceased prior to his suicide in the New York Life Insurance and Trust Company, in this city, without interest, and allowing the latter to be distributed among the next of kin of the deceased. To sustain the opposition to this point the plaintiffs called as a witness Mr. E. J. Patterson.

"Do you think $10,000 paid to counsel," was asked by counsel for the plaintiff, after explaining that this sum was exacted for obtaining the consent of the government to waive interest upon the sum on deposit in the Trust Company, "was too large a sum for the services rendered?"

"I should certainly think it was," answered the witness.

"Have you had much experience in negotiating matters of this kind with the government?" asked the opposing counsel, in cross-examination.

"No, sir," replied the witness.

"Have you had any experience similar to it?"

"I was once asked to use my influence to secure the payment of a claim against the government."

"Did you attempt to get the payment of such claim?"

"I did."

"Well, what was your success?"

"I found that two-thirds of the claim would have to be allowed to get it paid."

"Who told you that?"

"I don't remember the name of the person."

"Was it the President of the United States?"

"Oh, no. I thought if a subordinate charged this high rate, I hadn't better attempt any higher official."

"Was it the Attorney General?"

"No, sir."

"Was it a person in office?"

"I think not; I know I was referred to the person by an official in one of the departments."

"And he asked you two-thirds of the whole claim?"

"Yes, sir."

"Did you get your claim paid?"

"I stopped at that point."

"Have you had any other experience in that line?"

"No, sir; this one experience was enough for me."

The examination of this witness caused some merriment, as might be supposed. Other witness were called, but their testimony was immaterial. After the conclusion of the evidence Judge Van Brunt directed a verdict for the city, holding that the decree of the Surrogate in regard to the distribution of the interest fund in question having been accepted by the heirs in waiver of any further claims was binding upon all the parties. Mr. Henry Brewster appeared for the plaintiff and Assistant Corporation Counsel F. L. Stetson and C. P. Miller represented the corporation.

THE INGERSOLL CONTESTED WILL.

In the matter of the contested will of James D. Ingersoll there is a determination evinced on the part of the contestants to compel the proponents of the will to fight it step by step before it can reach the stage that makes its provisions valid and beneficial to them. James D. Ingersoll died in this city last summer, after a brief but severe illness. He was formerly in successful business in this city, the firm being known as Robinson & Ingersoll. For a considerable time previous to his death the partners lived at the St. Nicholas Hotel, where Mr. Robinson, the survivor of the firm, still resides. In the summer of 1875, the decedent's health being very precarious, he went South, to Augusta, Ga., where he had a cousin residing, there he stopped at a hotel. At the same hotel were sojourning at the time Mr. Phipps and his wife, old friends of his, and who at once extended every care and kind attention to the sick man, and when he became seriously ill assumed entire charge of him. Herein lies one ground of opposition of deceased's relatives to the will, which takes from them some $40,000 to which as such relatives they deem themselves entitled to, and to which they would have legally and by right of propinquity succeeded were it not, as they allege, for the plottings of the legatees in the will, strangers in blood and lineage to the deceased. The contestants are the nearest heirs—second and third cousins. They charge that they were refused admittance to the deceased during his sickness in Augusta, though they frequently expressed their desire to administer to their relative's wants under the circumstances. Mr. Robinson, his life long friend and partner, on hearing of this state of affairs, sent a confidential clerk to Augusta to bring Mr. Ingersoll home if possible, but to remain and attend to him in his sickness as he would himself. It is charged that the clerk was also refused admittance to the sick chamber, the Phipps, as is alleged, stating that Mr. Ingersoll's expressed desire was to remain in their charge and care. Finally he was brought to New York, and at once consigned to the residence of the Phipps, on Madison avenue, where he soon after died. Previous to his death Mr. Francis C. Reed drew up a will for Mr. Ingersoll. This gentleman's testimony, taken yesterday before Surrogate Calvin, was to this effect:—That upon his entering the sick man's chamber the latter desired that all other persons then present should leave the room; that the deceased then informed him that he wished to leave his entire property to Mrs. Phipps, and witness thereupon drew the will in conformity with that desire, and in which will Mr. Babcock, a son-in-law of the Phipps, was named as the sole executor thereof. The executor's first step was to notify the bank in which Mr. Ingersoll had $25,000 deposited that the latter desired to draw this money and to transfer it to him as the legal depository thereof pro tem. The transfer was accordingly made and the sole executor of the will in favor of the Phipps got possession of the money. This is the substance of the Phipps will, but, adversely to its legal standing before the courts, comes the claim that a will previously made is in existence, in which Mr. Ingersoll divided all his property among his few immediate relatives. This will has been offered for probate and is now awaiting the result of the disposition of the Phipps contested will. The legatees under the will allege that undue influence was used by the Phipps to induce deceased to make the will he did in their favor. The testimony on the part of the proponents was closed yesterday and the Surrogate will probably give his decision in a few days.

A LOTTERY LITIGATION.

A suit was commenced some months ago by Marcus Cicero Stanley against Benjamin Wood and others charging that while he was part owner of the lottery firm of C. H. Murray & Co. the defendant defrauded him and other parties out of $29,500, out of which sum Mr. Stanley claims to be entitled to $1,400. Some of the alleged conspirators he says have since paid up, and he now sues for an accounting from the others. Mr. Stanley has also a second suit against Mr. Wood as manager of the lottery firm, charging him with embezzling $61,000 as such manager, out of which he is entitled to his pro rata share. On behalf of Mr. Wood a motion was made for a bill of particulars, and from an order to this effect granted in Supreme Court, Chambers an appeal was taken to the Supreme Court, General Term, where the case was argued at considerable length yesterday. Messrs. Townsend and Weed appeared for Mr. Stanley and it was claimed that no bill of particulars was needed in the case, that Mr. Wood had possession of the books and papers and knew more about the business than Mr. Stanley could possibly tell him, and that Mr. Stanley only heard of the frauds charged from his copartners during his absence in Europe. After hearing the opposing argument by Mr. Finn the Court took the papers, reserving its decision.

THE BOODY-TILDEN SUIT.

The suit brought by Henry H. Boody against Samuel J. Tilden, William B. Ogden and George M Bartholomew was called for trial before Judge Speir, of the Superior Court, yesterday. It will be remembered by HERALD readers that Boody claimed a large sum of money as due to him, arising out of a series of stock operations in 1864. In their answer, in addition to a general denial, the attorneys of Mr. Tilden stated that Boody never pretended to any such claim until after Mr. Tilden's name began to be whispered about as the probable nominee of the democratic party for the Presidency, but that Mr. Tilden refused to entertain his claim, alleging that it was nothing but a blackmail suit in respect to which he was ready, if necessary, to spend "millions for defence, but not one cent for tribute." Mr. Ogden also flatly contradicted the statements of the complaint in almost every material particular. A good deal of apparent zeal was exhibited on behalf of the plaintiff to bring the case to a speedy trial. Owing, however, to the engagements of Mr. Tilden, extension of time was granted him for putting in his answer, until finally the case was set down for trial yesterday. Mr. W. W. Niles, counsel for Mr. Tilden, put in a prompt appearance, but neither Mr. Boody nor his legal representatives were in court. Under this state of facts, and it being shown further that due notice of trial had been served on the opposing counsel, on motion of Mr. Niles Judge Speir directed a dismissal of the complaint and also granted $1,500 extra allowance to Mr. Tilden's counsel.

CLAUDE BURROUGHS' ESTATE.

Letters of administration were yesterday granted to William F. Burroughs, in the estate of his deceased brother, Claude Burroughs, the young actor, whose sad fate is so well known in connection with the burning of the Brooklyn Theatre. Messrs. Sheridan Shook and A. M. Palmer, of the Union Square Theatre, subscribed to the bond required by law before letters of administration to intestate estates are granted. The value of the personality of the deceased was estimated at about $3,000, and the real estate, a small homestead at Larchmount upon which the young actor's father and mother resided, at between $4,000 and $5,000.

SUMMARY OF LAW CASES.

Over thirty cases were called on for trial yesterday before Judge Sedgwick, holding Part 1, Superior Court, Trial Term. In no case were the counsel ready, thus showing that the law's delays are sometimes, at all events, to be charged upon derelict counsel, and not upon the courts, which generally are the subjects of blame in such cases.

Isaac B. Newcombe and Joseph Packard have brought a suit against Eugene M. Earle to recover upon four promissory notes aggregating $30,013 08. The defence is that the notes were made under false representations. A reference was yesterday ordered by Judge Freedman.

In the suit brought by Horace B. Claflin & Co. against S. B. Moore & Oscar C. Moore, formerly merchants in Wilkesbarre, Pa., Judge Freedman yesterday granted a motion to vacate the order of arrest against the defendants in case they would stipulate not to sue. The suit grew out of alleged purchase by the defendants from the plaintiffs of goods, shortly after which, it is claimed, they made an assignment, knowing that at the time of the purchase they were insolvent.

The Emma Silver Mining Company litigation was resumed yesterday, in the United States Circuit Court, before Judge Wallace. The snow blockade prevented His Honor reaching the court room till about half-past one o'clock. Mr. Beach at once continued his argument in answer to that of Mr. Stoughton's, previously heard, on the admissibility of the prospectus as evidence. This occupied the brief session, and at its close the Court said he would reserve decision till this morning.

Papers were submitted yesterday to the Supreme Court, General Term, upon an order to show cause why David G. Thompson should not be disbarred. It is alleged that in a case in which an appeal was to have been taken in the Superior Court, Thompson, without the knowledge of plaintiff's counsel, arranged with the other side to settle the suit and withdraw the appeal, and obtained $275 as compromise of the suit. These allegations are denied by Thompson, and the Court reserved decision in the case.

Ellen Wallace, a child two years of age, while crossing, in June, 1873, East 112th street, was run over by a lager beer wagon of Eblingand & Ebling, and instantly killed. The father of the deceased brought suit against Eblingand & Ebling for $5,000 damages. The trial of the case was begun yesterday before Judge Van Vorst, holding Supreme Court, Circuit. The defence is that it was the fault of the parents in allowing the child to run unattended in the streets. A. J. Rogers appears for the plaintiff, and Messrs. Solomon & Burke for the defendants.

In 1857 John McBride made a survey of the Mackfort Flour Mills, Marquette county, Wisconsin, and the same was filed in the People's Insurance office of this city. Three years later John Steward got a policy of insurance upon the mills in the Phœnix Insurance Company of Brooklyn. The policy contained a clause that it was granted on the survey of McBride, which, however, Steward had never seen. In May, 1860, the mills were burned, and payment was refused on the policy on the ground of incorrect answers in the survey, and suit was brought against the insurance company to enforce payment of the policy, and the trial of the suit was commenced yesterday before Judge Barrett, in Supreme Court, Circuit.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Donohue.

Emannot vs. Stern; Ring vs. Sturges; Matter of Van Auken; Taylor vs. Dake; Ross vs. Nolen; Matter of Coluen; The New York Life Insurance and Trust Company vs. Kearney; The Manhattan Savings Institution vs. Berrien; Condit vs. Kitchen; Bannan vs. Seines; Haller vs. McGuinness et al.; Weeks vs. Dietsch; Earle vs. Burke et al.; Ruck vs. Lange; Norwood vs. Duryea; Underhill vs. Williams; Newman vs. June; De Forest vs. Vail; Downs vs. Brown; Swift vs. Hirsch; Childs vs. Everett; Alexander vs. Morgan; Hall vs. Mackay; Schuster vs. Risk; Briggs vs. Bean; Blake vs. Foley; Ross vs. Nolen; Kingeland vs. Kerwin; Gilllian vs. Mittnacht; Earle vs. Rose; LeRoy vs. Kepper, Nos. 1 and 2; The Emigrant Insurance Savings Bank vs. Smith; The Germania Life Insurance Company vs. Vilmar; The Berkshire Woollen Company vs. Juilliard; Gridley vs. The Mayor, &c.; Ganung vs. The Mayor, &c.; Higgins vs. The Mayor, &c.; McPartland vs. The Mayor, &c.; Goddard vs. Hampton; Mapes vs. Hanlon; The Harlem Bank vs. Hall; De Friese vs. O'Keefe; Williams vs. Graham; Platt vs. Mead; Matter of Wilkes; The Homeopathic Mutual Life Insurance Company vs. Hayes, and the Harlem Bank vs Hall.—Granted.

Hazard vs. Conklin and Childs vs. Everett.—Denied.

Matter of Roche.—I wish to see counsel.

Morells vs. Swahn.—Judgment granted.

Heimbolz vs. Hanna.—Papers not complete.

Swift vs. Hirsch.—Cannot read counsel's name.

Whitehead vs. Whitehead.—I want to see counsel.

Rooney vs. Lazare.—I wish to see counsel.

Sturgis vs. Drew.—See memorandum.

Schumacher vs. De Alive, and Archer vs. Henright.—Motions granted.

Hart vs. Chase; Recknagel vs. Dow, and Astor vs. Wing.—Motions denied.

Caldwell vs. Gray; Underhill vs. Williams; Ready vs. Ready; Raymond vs. Nueller, and Bird vs. Kirslake.—Orders granted.

Taylor vs. Selner.—Motion granted. Motion for an allowance denied.

Dall vs. Moore.—Motion denied. Plaintiff to put case on calendar and try when reached.

Burtis vs. Babson, &c.—Motion will be granted on payment of costs, &c.

Neilson vs. The Seaman's Bank for Savings et al.—Motion denied, without costs.

By Judge Brady.

The Mutual Life Insurance Company vs. Smith.—Order granted.

By Judge Lawrence.

Decker vs. Decker; Wehle vs. Great Southern Railway Company, and Sloat vs. McKeon.—Orders granted.

By Judge Davis.

Thayer vs. Marsch.—See memorandum.

Drisler, Jr., vs. Arons.—Motion denied, with $10 costs of opposing.

The Peoria Starch Company vs. Fox.—There seems to be little doubt that the defendant received the money in a fiduciary capacity and converted the same to his use. This motion for discharge is denied, but as the papers show that $30 trial fee was improperly taxed against him the denial is without costs.

SUPREME COURT, CIRCUIT—PART 2.

By Judge Lawrence.

Wilson vs. Williams.—Findings signed.

COMMON PLEAS—SPECIAL TERM.

By Judge J. F. Daly.

Sistare vs. Crosman.—Motion denied, with $10 costs to abide event.

Spitz vs. McNamara.—Receiver should take proceedings to compel a conveyance to him of the judgment debtor's real estate.

Spring vs. Ireland.—Motion granted unless plaintiff within five days enter up judgment and issue execution, and charge defendant in execution against the person sixty days after issuing execution against property.

Lackarge vs. Schneider.—Order appointing receiver modified by striking out provisions authorizing him to collect rents, receiver may bring his action to set aside the conveyance to Daniel Schneider, Sr., if so advised.

By Judge Van Brunt.

Lynch vs. McNally.—Case settled.

By Judge Van Hoesen.

James vs. Burchell.—See memorandum.

Stuter vs. Stuter.—Judgment declaring nullity of marriage on the ground of fraud.

By Judge Robinson.

In the matter of Bemak.—Exceptions allowed to the extent of $476 without costs. See opinion.

SUPERIOR COURT—SPECIAL TERM.

By Judge Speir.

Lemkaf et al. vs. Stevens, &c.—Injunction made permanent.

Whitney Arms Company vs. Barlow, &c.—Remittitur filed; judgment affirmed.

Deutsch vs. Sanger; Lewis vs. Van Tassel et al.; Tuttle vs. Gray.—Orders granted.

By Judge Van Vorst.

Gardner vs. Parke.—Order settled.

By Judge Freedman.

Claflin et al. vs. Moore et al.—Motions granted on defendant's stipulating not to sue.

Scheid vs. Gessner.—Motion granted; order to be settled on notice. Opinion.

Newcombe et al. vs. Earle.—Motion for a reference granted, with $10 costs to abide the event; order to be settled on notice. Opinion.

MARINE COURT—CHAMBERS.

By Judge McAdam.

Brown vs. Godfrey.—Opinion filed.

Hale vs. Rohe.—Memoranda for attorneys.

Kamena vs. Wogram; Gorth vs. Rousel; Keyser vs. Bloomingdale; Carlisle vs. Steinhard.—Motions granted.

Somerich vs. Stone.—Attachment vacated.

Dubois vs. Lyddy.—Referred to G. P. O'Neill.

Holland vs. Cohen; Withers vs. Decker; in re Stoutenburgh.—Defaults.

Cowen vs. Byrnes.—Proceedings dismissed.

Witte vs. The Ellenville Glass Company.—Motion denied.

Rabenowitz vs. Cahn.—Defendant discharged under fourteen day act.

Bruce vs. Deihl.—Motion granted.

Speiss vs. Hirsch.—Motion denied.

Zilverberger vs. Ruchhardt; Somerion vs. Stone; Kamena vs. Wogram; Meyer vs. Schaefer; Davis vs. White; Verplanck vs. Nicholson; Nickerson vs. Streeter; Reed vs. Stone; McLoughlin vs. Ennis; Hovey vs. Consumers' Ice Company; Bruce vs. Deihl.—Orders granted.

Nick vs. Schuble.—Attachment ordered.

GENERAL SESSIONS—PART 1

Before Judge Gildersleeve.

PREPARING FOR THE NEW YEAR.

James Cummings, of No. 631 First avenue, was arraigned at the bar, charged with having, in November last, broken into the liquor store of John Kelly, on First avenue, and stolen some bottles of wine and cigars. The prisoner was seen to leave the premises by an officer, who gave him chase and finally caught him hiding in a yard. The prisoner, said by the police to be a member of "The Forty Thieves," said he was intoxicated, but the officer swore he was sober. The jury found the prisoner guilty, and he was sentenced to four years' imprisonment in the State Prison.

A LUCKY FREE BOARDER.

Charles Bankert, alias Pratt, alias Herr, was arraigned at the bar, charged with obtaining goods under false pretences. On the 20th of November the prisoner paid his respects at the house of Mrs. Maria Anderson, No. 83 Clinton place, and said that he was a member of the firm of Morrow & Co., Warren street. After one day's stay he disappeared and presented himself at the boarding house of Mrs. Margaret Burton, No. 47 Clinton place, where he engaged a room and board, representing himself as a Mr. Herr, a tobacco dealer. When asked what he had to say, the prisoner pleaded guilty. He said that he was forty-two years old and that he was a salesman from Philadelphia. Assistant District Attorney Lyon, who appeared for the prosecution, intimated that as the board and lodging obtained by the prisoner had not been very extensive he thought his sentence should not be as severe as it otherwise might be. Judge Gildersleeve, after warning the prisoner against a repetition of the offence, sentenced him to a month's imprisonment.

STEALING A WATCH.

On the evening of December 7 Bernard McConnell went into the saloon at the corner of Canal and Mott streets to drink. Walter Coleman and Patrick Scannel met him there and imbibed with him. When McConnell left the place they followed him, and, as alleged, snatched his watch and ran off with it. Scannel could not be found. The prisoner's defence was that he was at home at the time of the occurrence and that the complainant was mistaken. The proprietor of the liquor saloon testified that the prisoner was not in his place with the complainant on the occasion referred to. The prisoner was acquitted.

SNATCHING A POCKETBOOK.

Thomas Coleman, a bricklayer, of No. 236 East Fifty-fourth street, was indicted for having snatched a pocketbook containing $22 from Harriet Cunningham, of No. 309 East Thirtieth street, while walking on Third avenue on the 15th December. The prisoner pleaded guilty to the charge of larceny from the person, and was sent to the State Prison for two years.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Donohue.—Nos. 27, 37, 39, 50, 53, 54, 68, 85, 87, 90, 91, 93, 99, 116, 126, 127, 138, 145, 150, 152, 153, 154, 156, 158, 163, 164, 166, 201, 212, 215, 217, 218, 219, 220. Assessment cases.—Nos. 1 to 28 inclusive.

SUPREME COURT—GENERAL TERM—Held by Judges Davis, Brady and Daniels.—Nos. 1, 2, 3, 4, 15, 29, 38, 43, 51, 58, 61, 63, 67, 68, 72, 73, 80, 81, 82, 83, 86, 87, 88, 90, 93, 114, 115, 122, 123, 125, 129, 130, 132, 133, 135, 136.

SUPREME COURT—SPECIAL TERM—Held by Judge Lawrence.—Nos. 18, 23, 185, 279, 26, 27, to 43 inclusive, 46, 47.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Van Vorst.—Nos. 1915¾, 2383, 862, 2091, 2527, 1723¾, 1993, 3841, 3107, 3048, 3785, 2011, 675¼, 4290, 4291, 2547, 2549, 2561, 2563, 2565, 2567, 2569, 2571, 2573. Part 2—Held by Judge Van Brunt.—Nos. 2646, 3522, 1898, 3140, 2240, 1430, 680, 2880, 1462, 1464, 1466, 1470, 1472, 1474, 1476, 1478, 1480, 1482, 1484, 1486, 1488½, 1490, 1492, 1494, 1496. Part 3—Held by Judge Barrett.—Nos. 657, 3075, 2267, 278, 3679, 413, 419, 2089, 2283, 1329, 1617, 1315, 3086, 549½, 621, 2225, 15, 2720, 638, 2311, 3163, 427, 2559, 3023, 2159.

SUPERIOR COURT—GENERAL TERM—Held by Judges Curtis, Freedman and Sanford.—Nos. 10, 12, 14, 21, 24, 11, 15, 16, 17, 23, 25, 26, 27, 28, 29, 30.

SUPERIOR COURT—SPECIAL TERM—Held by Judge Speir.—No. 15.

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Judge Sedgwick.—Nos. 303, 845, 359, 205, 362, 361, 623, 317, 68, 214, 264, 402, 411½, 422, 412½, 446, 451, 456, 248, 103, 400½, 238, 458, 410, 426, 482, 485, 450, 1052, 405. Part 2.—Adjourned until January 15.

COMMON PLEAS—GENERAL TERM—Held by Judges C. P. Daly, Robinson and Larremore.—Nos. 68, 188, 189, 58, 60, 65, 66, 2, 10, 27, 48, 50, 51, 67, 68.

COMMON PLEAS—EQUITY TERM—Held by Judge J. F. Daly.—No. 30.

COMMON PLEAS—TRIAL TERM—Part 1—Held by Judge Van Hoesen.—Nos. 766, 1018, 412, 859, 909, 798, 974, 722, 942, 833, 1073, 384, 392, 810, 856. Parts 2 and 3.—Adjourned until the first Monday of February.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Shea.—Nos. 5365, 7344, 8856, 5036, 2975, 2976, 4193, 3157, 5174, 5097, 3418, 5437, 5222, 5400, 4659. Part 2—Held by Judge Goepp.—Nos. 7480, 7477, 7515, 8577, 7354, 7357, 3579, 7580, 7601, 7606, 5454, 7170, 7209, 7423, 5506. Part 3—Held by Judge Sheridan.—Nos. 6783, 7518, 7616, 7624, 7629, 7419, 7569, 7572, 7493, 7657, 7491, 7651, 7336, 6969, 7593.

COURT OF GENERAL SESSIONS—Part 1—Held by Judge Gildersleeve.—The People vs. David Starling, and Michael Donnelly, robbery; Same vs John O'Keefe, burglary; Same vs. John O'Shaughnessy, grand larceny; Same vs. Eugene Rogers, grand larceny; Same vs. Gabe Costelli, extortion; Same vs. George Shaffer, Louis Stoly and Enos Ollnea, misdemeanor; Same vs. Sebastian Heit, Charles Sackman and John Kitter, misdemeanor; Same vs. Frederick Brine, Louis Koster and John H. Waxelman, misdemeanor; Same vs. James A. Miller, Franz Pieger and John Block, misdemeanor; Same vs. August Freeman, Deidrick Lankeman and Paul Costello, misdemeanor; Same vs. August Shute, Henry Bullwinkel and Elizabeth Geib, misdemeanor; Same vs. John Mulligan, Daniel Schrunof and Beixler Holman, misdemeanor; Same vs. John Donohue, Frederick Reiser and Willamina Ruger, misdemeanor; Same vs. John Koster, Philip Hessemer and Anton Centil, misdemeanor; Same vs. Henry Lankeman and Henry Glunz, misdemeanor.

BROOKLYN COURTS.

SUPREME COURT—DECISIONS.

By Judge Pratt.

M. L. Stillwell vs. Mutual Life.—Motion granted on defendant's filing in five days with Clerk of Westchester county the original policy; $10 costs to plaintiff to abide event.

J. S. Rogers vs. W. Layton, Jr.—Motion to modify order denied; $10 cost to abide event.

C. G. Froucklyn vs. W. Sprague.—Report of referee confirmed; no costs.

Van Tuyl Manufacturing Company vs. J. P. Walsh.—Referred to L. A. Fuller to pay accounts and take proof.

A. K. Broom vs. H. F. Taylor.—Motion for stay denied. $10 costs.

C. A. Wilson vs. G. Marshall.—Demurrer sustained, with leave to plaintiff to amend on payment of costs.

A. W. Greenleaf vs. L. M. Stenton.—Judgment for plaintiff.

In the matter of the Bay Ridge Railroad Company—three petitions.—Order appointing T. G. Bergen, J. A. Vanderveer and W. J. Cropsey, commissioners.

By Judge Gilbert.

M. Coderan vs. Atlantic Mutual Life Assurance Company.—Judgment for plaintiff on demurrer, with costs.

Litchfield vs. Dezendorf.—Motion to strike from calendar denied.

M. C. Cook vs. J. Frendenthal.—Demurrer overruled, with leave to answer on payment of costs.

In the matter of appointment of W. Carr, receiver.—Motion to convey real estate granted.

Emmett Hammett Company vs. J. Nelson.—Cause stricken from calendar.

AN ORPHAN OF THE FIRE.

Application was made yesterday in the Surrogate's Court of Kings county, before Surrogate Livingston, for the appointment of a guardian for William J. Ward, an infant, whose father, William Ward, and mother, Matilda Duffy Ward, were numbered among the victims in the Brooklyn Theatre fire, December 5, 1876. The counsel, N. H. Clemens, appeared for an uncle of the child, John F. Duffy. Bernard Ward, the grandfather of the little one, was also represented by counsel, who insisted that the guardianship of the child should be given to him. The mother of the child had possessed an interest in twelve houses in North Portland avenue and North Oxford street. The income of this estate is $600 per annum. It is alleged by Mr. Duffy that the grandfather is in indigent circumstances. The Surrogate adjourned the case for further hearing.

THE M'CABE HOMICIDE.

RESULT OF THE CORONER'S INVESTIGATION—THE PRISONER ADMITTED TO BAIL.

The inquiry into the circumstances attending the death of Hugh McCabe, who was struck with an axe by James Rice in a row at Washington Market on the morning of October 10, 1876, was conducted yesterday by Coroner Croker. Several witnesses were examined, and the jury, on their testimony, rendered the following verdict:—That Hugh McCabe came to his death by injuries received by being struck on the head by a hatchet in the hands of James Rice, during a fight in Washington Market on the morning of October 10, 1876, and from the testimony we believe that Rice had no intention of taking the life of deceased. The Coroner held the prisoner in $5,000 to await the action of the Grand Jury. The facts in relation to the fight which preceded the homicide and the details concerning the homicide itself have already been published in the HERALD.

TRAYNOR'S POLAR AUDACITY.

Hugo Fritsch, the Austrian Vice Consul to this port, drove out in a sleigh a few days ago along the Central avenue and stopped at Judge Smith's Hotel. While Mr. Fritsch was taking refreshments in the hostelry his horse and sleigh were taken by John Traynor, of No. 218 West Twenty-sixth street, and driven to Newark. At the latter place they were again stolen by another unknown thief from Traynor, and the property was subsequently recovered by Detective P. Reilly. Traynor, the original thief, had the audacity to call on the police authorities and claim the horse and sleigh as his property. He was thereupon arrested. Yesterday at the Tombs Police Court Justice Duffy held him for trial at the General Sessions.

THE CORONER'S WORK.

Charles McNulty and his wife, of No. 313 Water street, who were suspected of having caused the death of their babe, were yesterday discharged by the Coroner. The jury's verdict was that the infant died of convulsions.

LIFE INSURANCE.

PROSPECTIVE LEGISLATIVE ACTION ON THE SUBJECT—HOW CONGRESS MAY TAKE A HAND—THE CONTINENTAL SUITS.

Now the Legislature is in session, people are waiting with interest to see what action that body will take with regard to insurance matters. It is generally believed that they cannot again ignore the demand for their assistance in placing the business of life insurance in New York on a less treacherous basis. During the past few sessions every effort in such a direction has been coughed down by legislators who are openly identified with insurance interests. Men of influential position, many of them attorneys for large insurance companies, have strenuously opposed anything that might infringe upon the profitable operations of these corporations. But the experience of the past few months, the astounding developments of corruption and intrigue that have been made, the uncertain prospects of the insurance business in the immediate future and the indignant demands of an incensed and suspicious public—all tend to necessitate the prompt interference of the legislative power. One member some days ago intimated his determination to bring this matter before the Senate early in the session. He advises the appointment of a special committee to inquire into the affairs of New York life insurance, and make their report in time for prompt legislative action. It is stated on very reliable authority that a petition embodying the same point and purpose will be sent to Albany by a number of insurance companies here who seek to perpetuate the best interests of their business. Although special committees of this sort are not always regarded with confidence, it is thought that there are sufficient men whose feelings on this subject are strong enough to lead them to a thorough and impartial investigation.

At the same time some hope exists that Congress may find a means of aiding the work of insurance reform. It is rumored that a prominent member of the House intends to introduce a bill with such intent. By what means Congress can touch the matter is a fine point of interest. Apparently it can have no right to interfere with the affairs of distinctive State corporations. But it happens that two life insurance companies have been chartered by the direct act of Congress. These were the National and the National Capital. The former was chartered August 1, 1868, and will be remembered as the so-called organization of Jay Cooke & Co. It is claimed by the member of Congress referred to that his body have a right to investigate, through these two companies, every insurance corporation that has had dealings in common with them, or every concern that is now represented in the District of Columbia.

THE CONTINENTAL AND SECURITY.

As will be seen from the above, there are good probabilities of legislative aid in the much desired reorganization of the insurance business. Meanwhile the Insurance Department and others are making good efforts to bag some of the game. The Continental and Security are now under cover, and to drive them thence appears to be the main object at present. On Tuesday, the 9th inst., the General Term convenes at Albany and the matter of the Continental receivership comes up. It is confidently believed that the stay of proceedings obtained by Receiver Anderson will be vacated and the referee at once proceed to take testimony in New York. Several well known attorneys of this city, who represent the claims of policy holders, will resist the Insurance Department in procuring such a result. Independent of this is the suit stated in Monday's HERALD of Grant vs. the Continental and Phœnix. It is expected that action against the former concern will soon begin, and some interesting developments are anticipated.

The plaintiffs and prosecutors of all these actions against the Continental are anxious to obtain some result as speedily as possible. The manipulators of the Continental have been fighting for time, and it is feared that unless done very soon there will be no assets left to reach. That concern has always been noted for its liberality. Its expenses alone for ten years of its existence were $4,659,114, or about thirty-two and a half per cent of its entire receipts for the same period, including capital. With such a past record it is presumable that the counsel fees in the present suits will eat up no little portion of the creditor's money.

In an interview with the writer, Mr. Anderson, the receiver, stated and desired it to be known that all policies upon which nothing was due up to the 25th day of last October are good without subsequent payments, and will be entered among the liabilities. Beyond this Mr. Anderson says that many policies allowed thirty days' grace for payment of the premium, some of which kept the holders insured for that period. Such contracts, where premium was paid up to September 25, are held as liabilities. Mr. Anderson does not consider himself authorized to collect premiums that fall due after the date of dissolution, for to do so would be to continue the business of the company.

Assistant Insurance Superintendent McCall is still employed upon the books and accounts of the Security, and does not expect to conclude those labors before the end of this week. Ex-Mayor Wickham has assumed his active duties as receiver, and, with the assistance of Mr. Samuel Hurd, is settling up affairs as rapidly as possible.

COLONEL VERMILYE'S WILL.

The will of the late Colonel Washington R. Vermilye, of Nassau street, New York, and Englewood, N. J., has been admitted to probate. In it the sum of $25,000 has been placed in the hands of his son, W. R. Vermilye, Jr., Elbert A. Brinckerhoff and Donald McKay as executors in trust for investment, the income to be paid quarterly to his sister, Joanna M. Ruton, for life, the principal to be divided among her children after her death. A like sum of $25,000 to be invested for the benefit of his brother and sister, Robert G. Vermilye and Margaret M. Vermilye, for life, under the same provisions, and after their death to the children of the said Robert. A further sum of $25,000 to be invested for the benefit of his sister Rebecca Hathorne, and to her children after her. A sum of $5,000 is to be invested for the benefit of his sister-in-law Henrietta D. Sprague, the principal to be divided between her two daughters after her death. A bequest of $10,000 is given to his brother Jacob D. Vermilye; one of $2,000 to his sister-in-law Mrs. Martha P. Wood; one of $1,000 to his servant Margaret McKinley, to be invested in her behalf, and one of $100 to another of his servants, Jane Smith. The following bequests are also made:—Board of Foreign Missions, Presbyterian, $10,000; Board of Home Missions, Presbyterian, $5,000; American Bible Society, $5,000; American Tract Society, $5,000; New York Eye and Ear Infirmary, $2,000; Northern Dispensary of New York, $1,500; Society for Aged and Disabled Ministers, Presbyterian, $5,000.

To the Englewood Presbyterian church, Englewood, N. J., the lot of land south of and adjoining the church property is given for ever, to be used for erecting thereon a parsonage for the minister and for no other purpose.

To his son, Washington R. Vermilye, Jr., is given the houses and grounds at Englewood lately occupied by the testator. All other real estate to be sold at the discretion of the executors. The sum of $200,000 has been set apart for the purpose of continuing the banking house on Nassau street in the name Vermilye & Co., his son, W. R. Vermilye, to be special partner. All the remainder of the property to be equally divided between his son, Washington R. Vermilye, and his daughter, Mrs. Elbert A. Brinckerhoff, their heirs, &c. The will bears date August 4, 1874, and is witnessed by Livingston K. Miller and John E. Miller, both of Englewood, N. J.

SIX ON THE HALFSHELLS.

James Morris, alias Captain Robert Fleming, of Reading, Pa., alias John Green, of Harrisburg, was put on trial in the Special Sessions yesterday for obtaining $4 from Messrs. Truman & Peabody, the proprietors of the United States Hotel, through a trick of sending a small boy with a package of oyster shells. The prisoner said that his real name is William White, and that he was formerly an editor of the *Trade Journal*. Edward B. Hubbell, Clerk of the United States Hotel, arrested the man, who then gave his name as James Morris. John C. Van Cleif, cashier of the Pierrepont House, Brooklyn, identified the prisoner as the man who played a similar trick on him and thus obtained $6. Other hotel clerks and proprietors identified Morris. He offered evidence of good character, and swore positively that he was not guilty. He was convicted and sentenced to the Penitentiary for six months, and to pay a fine of $100.

THE DRUNKARD'S PROVIDENCE.

Johanna Donnelly, forty-five years of age, residing corner of Walworth street and Myrtle avenue, Brooklyn, while intoxicated yesterday jumped from the third story of her residence. Her fall was broken by an awning. A physician examined her injuries and pronounced them not serious.

AN ERRATIC CORRESPONDENT.

Four packages, each about eight by five inches, contents unknown, were registered yesterday afternoon at the Post Office by some erratic person, addressed in German, to "His Majesty the Emperor of Japan, in Hiako, Japan." On the top was printed "Court of the Keys," and on the lower right corner "This package is worth one thousand million dollars," and on the lower left corner "From Fr. Westphal, 109 Newark avenue, Jersey City." The other three were addressed respectively, "Her Majesty the Queen of England," contents worth five hundred million dollars; "His Majesty the King of Spain, value of package one thousand million dollars," and "His Majesty the King of Italy, value of letter one thousand million dollars." The postage on each amounted to fifty-five cents.

WHOM THE POLICE SUSPECT.

Mr. William S. Preston, of No. 566 Henry street, Brooklyn, on Wednesday evening last, discovered that he had been robbed of jewelry and other articles valued at $350. Upon a close investigation by the police it has been found that since the robbery was committed Mr. Preston's son, a young man of twenty years of age, has been missing, and the suspicion of the police rests strongly upon him. A letter received from him by his parents, informs them that he is at present residing in Montreal, Canada, and wishes to return home. Mr. Preston, Sr., who is a gentleman of means, feels deeply the position of his son.

REAL ESTATE.

The following business was transacted at the Real Estate Exchange yesterday:—

Richard V. Harnett sold, by order of the Supreme Court, in foreclosure, the six story marble front store, with lot 25.4x84.6x27x89.5, No. 259 Canal street, north side, 327 feet east of Broadway, to Rose Fox, for $41,000.

E. A. Lawrence & Co. sold, by order of the Supreme Court, in foreclosure, B. E. McCafferty referee, a house with lot 20x96x20.6x113, on West Thirteenth street, south side, 215 feet west of Fifth avenue, to E. A. Brien, for $8,000.

John H. Wilson sold, by order of the Supreme Court, in foreclosure, William C. Traphagen referee, a house, with lot 25x98.4, on East Fortieth street, south side, 150 feet west of First avenue, to A. Belmont, plaintiff, for $2,200.

V. K. Stevenson,