THE COURTS.

A Golden Balm for Wounded Affection.

INTERESTING INSURANCE DECISION.

Another Reminiscence of the Westfield Disaster.

THE CENTRAL PARK SAVINGS BANK.

During the last term of the Supreme Court, when the case of Mary F. Bischoff against Philip M. Bauer was on the daily calendar of the Court and expected to be reached for trial, there appeared an exclusive report of the facts in the HERALD. The suit was one for breach of promise, $5,000 damages being demanded, and the chief evidence of the defendant's guilt being his own ardent letters which appeared in the report. The case was reached for trial yesterday in Part 1 of the Court, before Judge Donohue and a jury. Up to August last his letters breathed love and promises of marriage, he styling her in advance his dear wife, but only a month thereafter, to her surprise, and when the wedding day had been appointed, she received from him the abrupt message that he had concluded to take Horace Greeley's advice and go West. On the trial he did not deny his promise, but claimed that it was a conditional one, depending on the consent of his father and mother, and that this had been refused. On the part of plaintiff it was contended that during more than a month after he now claimed to have been denied the consent of his parents he continued to promise her marriage and assure her of his parents' willingness thereto. Several months after the alleged breach of his promise he gave plaintiff the unkindest cut of all by marrying another girl. The jury, upon this state of facts, awarded the plaintiff $1,500 damages.

MILLIONS DEMANDED.

John Percy, claiming to be an attorney and counsellor of the Supreme Court of this State, has commenced three suits for libel—one against the venerable Thurlow Weed and his partner Mr. Parsons, the publisher of the Albany *Evening Journal;* one against Isaac Grant Thompson, the official reporter of the Court of Appeals, and one against Ware C. Little, the law book publisher. In each case he demands damages in the modest sum of $1,000,000. The head and front of the defendants' offending was that there appears in the Thirty-sixth New York Reports a report of an opinion by the late Judge Grover, which has been interpreted by some as confirming certain action of the Supreme Court in reference to the right of Percy to practise as an attorney of the Court. The Albany *Evening Journal* made mention of the decision and quoted a part of it. This act, on the part of that journal, Percy has, it seems, construed to be a libel on his good name, fame, professional reputation and honor, and hence demands the value of the injury. The Court reporter, it also seems, was equally libellous in making the decision an official record, and the printers no less so in putting it in cold type. For these acts they, too, are commanded to "come down" with a million each. The complaints in the cases are signed by the plaintiff as an attorney, but his opponents, still apparently persisting in the theory that Judge Grover has put his attorneyship in doubt, propose to move the Court to have his suits dismissed, on the ground that his pleadings are not signed by an attorney, as required by section 128 of the Code. The motions were on the calendar of the Supreme Court, Chambers, for argument yesterday, but had not been reached at the adjournment, and from the papers in the suits in the hands of defendants' attorneys in Court substantially the foregoing facts appear.

SURRENDER OF POLICY.

On the 10th of November, 1865, the United States Life Insurance Company issued an endowment policy upon the life of James D. Bard, payable upon his death or when he should attain the age of fifty-seven years, which would be in the year 1873. The policy contained the usual clause of forfeiture for non-payment of premium, and also the additional clause that, if after the receipt by the company of not less than two whole years' premiums, then upon a surrender of the same, provided such surrender is made to the company within twelve months from the time of such ceasing, a new policy would be issued for a proportion of the premiums paid. No premiums were paid on the policy since August, 1869. In August, 1873, an offer was made to surrender the policy upon the receipt from the company of seven-tenths of the amount and a share of the profits, which being refused by the company an action was brought by the widow of Mr. Bard to recover on the policy. In deciding the case in Supreme Court, Special Term, yesterday, Judge Van Brunt said:—"I am entirely unable to see upon what theory the plaintiff can possibly succeed in this action. The language of the contract of insurance is not ambiguous, and if the rights of the parties are to be governed by its plain terms every claim against the defendants by reason of this policy cease and determine unless presented within twelve months from the time default is made of the payment of the premiums. But it is claimed on the part of the plaintiff that time is not of the essence of the contract and will never be construed to be such essence when such construction will work a forfeiture. Upon a careful examination of the terms of the policy it will be seen that time is expressly made a part of the condition upon which an absolute forfeiture will be waived. This clause clearly limits the right to make a claim against the company, in case the policy has lapsed, to a period of twelve months thereafter. I see no reason why this limitation should not be enforced to the same extent that a similar limitation has been sustained in policies of fire insurance. Those policies allow the insured in case of loss a certain period in which to commence his action, or forfeit all claims against the insurance company. These limitations have been upheld, and the assured has been held to be bound by them. In this case no right having been asserted under the policy within the time limited by its terms no action can be maintained thereon."

CENTRAL PARK SAVINGS BANK.

Two suits, of considerable interest to the patrons of savings banks, especially those of the now insolvent Central Park Savings Bank, were on the calendar of Part 1 of the Supreme Court for trial yesterday, but were not reached. They are suits brought by Isaac V. Fresco, the receiver of the Central Park Savings Bank, each being to recover $20,000, against Thomas Gearty, the President, and the trustees of the bank. The grounds on which it is sought to recover this sum are that the defendants conducted the affairs of the bank improvidently in two instances—one, in buying lots adjoining that on which they erected the bank building, which were not necessary for the purposes of the bank; the other, in erecting a building unnecessarily expensive for the purposes of the building and at a time when the funds of the bank would not warrant it. By these operations it is alleged that a loss ensued to the bank in the depreciation of the property and loss of interest to the extent sought to be recovered against the defendants. The suit is prosecuted by Barlow & Olney, the defendants being represented by Messrs. Browne & Rabe, Lauterbach & Spingarn and Wakeman & Latting.

THE EXPLODED WESTFIELD.

The consequences of the disastrous explosion in 1871 of the Staten Island boat, the Westfield, continue to appear from time to time in the form of litigation in the courts. At the time of the disaster Dr. William L. Shine, at the request of the officers of the Staten Island Railroad Company, gave his services to the sufferers and continued so to do, he says, during three months thereafter. For his own services and that of an assistant in this respect the Doctor claims the sum of $1,300, and says that Jacob H. Vanderbilt, the president of the company, made himself personally responsible for payment. The company having got into a state of pecuniary irresponsibility the Doctor now seeks to hold the President to his personal responsibility, and for that purpose has commenced, through his attorney, Mr. T. H. Lee, a suit in the Supreme Court in this city against Mr. Vanderbilt to recover the amount.

A COLLISION SUIT.

Judge Blatchford yesterday, in the United States Admiralty Court of this district, heard argument of counsel in the case of the collision between the barge James A. Burden, in tow of the Blanche Page, and the schooner Jessie W. Morrison, Jr., in which a claim and counter claim for damage is made. The collision took place on the night of November 2, 1875, off Throgg's Neck, East River, the schooner being bound eastward and the tugboat westward. The barge had a general cargo of merchandise on board at the time of the collision, which proved a total loss. Her crew claim that she had all the proper lights set and burning at the time of the collision. This is denied by the people of the schooner, who say there were no lights displayed by the barge, and also that they did not observe the towing lights of the steamer. The Judge reserved his decision.

SUMMARY OF LAW CASES.

Judge Ward Hunt, Associate Judge of the United States Supreme Court, will hold Circuit in the Eastern District, Brooklyn, on the 16th inst.

The Danser will case, in contest before Surrogate Calvin, was again adjourned yesterday, in consequence of the continued illness of Mr. Bartlett, counsel for the contestant. The case stands adjourned to the 23d inst., to be continued on the 25th, 28th and 31st, commencing each day at half-past one. It is expected that the testimony will be taken in full within that time.

The trial of the suit brought by the Atlantic and Pacific Telegraph Company against the Western Union Telegraph Company and others was resumed yesterday before Judge Sanford, in the Superior Court. Considerable testimony was taken but nothing new developed.

All the General Terms were in session yesterday, but no decisions were rendered. The Superior Court, General Term, it is understood, will hand down a number of decisions to-day, but in the Supreme Court and Common Pleas there will be none handed down until next week.

The United States Grand Jury held a session yesterday, which was principally devoted to the investigation of the cause of the Post Office building accident of last week, and Architect Hatfield was the principal witness examined yesterday. It is understood the Grand Jury have concluded their labors in this direction, and will make a presentment thereon to the Court this morning.

The will of the late Luther C. Clarke, formerly of the firm of Clarke, Dodge & Co., bankers, No. 51 Wall street, was yesterday admitted to probate. The deceased left property valued at $200,000, one-half of which is bequeathed to his widow, Julia C. Clarke, of No. 18 Gramercy Park, and the remainder is to be divided equally among his three surviving children.

Writs of habeas corpus were allowed by Judge Barrett, in Supreme Court, Chambers, yesterday, in favor of Susan Hanton and Ann Morrison. The former is a little girl whose liberty it is claimed is restrained by James and Bridget McGinness; the latter is of more mature age, and alleges that she is unlawfully restrained in the Workhouse. In the same court a writ of certiorari was sued out in favor of Michael Donohue, who is charged with burglary, and says the evidence against him is insufficient.

In the divorce suit of Callender vs. Callender, the facts of which have already appeared in the HERALD, a demurrer was argued before Judge Van Brunt in Supreme Court, Special Term, yesterday, in the suit brought by Mrs. Callender to restrain her husband from using in the divorce suit as testimony against her a confession which she alleges he obtained from her by duress. The complaint was demurred to on the ground that such a suit could not be maintained by wife against husband, and decision was reserved by the Court.

Judge Larremore, of the Common Pleas Court, gave decision yesterday in the case of Edward Arnold and J. Waldo Banning vs. J. Morris and J. C. Wilmerding, to establish an equitable lien on the proceeds of property sold by defendants, as assignees of Rouss, Bell & Co., of New York. The property was attached in Hudson county, N. J., in a suit against Rouss & Co. by John E. Weir. It is stated that in order to procure the release of Rouss & Co. it was agreed plaintiffs should hold the property for their benefit on condition they should indemnify the sureties, who were to execute a bond for the discharge of the attachment. In February, 1876, the plaintiffs in an attachment suit in New Jersey recovered judgments in excess of the bond and paid to the attaching creditors $6,312 50, the penalty of the bond, taking an assignment of the bond and of the judgments against Rouss, Bell & Co. The plaintiff then repaid the amounts to the sureties and took assignments of all the judgments and bonds. Judgment was given for plaintiffs, establishing the lien on the proceeds of the property, and a reference is ordered to ascertain the amount.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Donohue.

Matter of Washington Marine Insurance Company; Gee vs. Chase Manufacturing Company; Republic Fire Insurance Company vs. Smith.—Granted.

Smith vs. Potter; Belmont vs. Coonen.—Orders granted.

McDonald vs. Davis.—Motion denied.

Hagan vs. Wyman.—Motion granted, with stay.

Listman vs. Blaut.—Receiver must pass his accounts before referee.

Matter of Hummell.—Infant should petition himself.

Bleecker Street and Fulton Ferry Railroad Company vs. The Mayor, &c.; People State of New York vs. Twenty-third Street Railway Company.—Granted. The party is entitled to the commission, but the motion of allowing delay must be left to the Judge at Special Term.

SUPREME COURT—SPECIAL TERM.

By Judge Garrett.

Boardman vs. The Lake Shore and Michigan Southern Railroad Company and others.—I desire to see the counsel in these cases to hear them further as to the status of the respective plaintiffs, to inspect the certificates and generally to go over the matters discussed in the fifth point of the briefs in the Boardman case. They can fix any day, at half-past one o'clock P. M. (in chambers), for the hearing.

By Judge Van Brunt.

Farwell vs. Soule and another, &c. (two cases).—Judgments signed.

The People's Savings Bank, &c., vs. Franeklyn and others.—Order settled and signed.

Veiller, &c., vs. Kings County Manufacturing Company; Locke vs. Locke et al.; Boese vs. Locke and others; Bard vs. United States Life Insurance Company; Smith, &c., vs. Campbell and others; Williams et al. vs. Freeman; Kinney vs. Basch, et al.; Kinney vs. Cohen.—Opinions.

SUPERIOR COURT—SPECIAL TERM.

By Judge Sanford.

Lester vs. The New York Enamel and Paint Company.—Order denying motion, with $10 costs.

Conklin vs. Conklin.—Order of reference granted.

Beebe et al. vs. Ranger.—Ordered on day calendar for first Monday of June.

Cotell vs. Schutte.—Order granted and undertaking approved.

Malloy vs. Duke.—Default opened and cause restored to calendar.

Baker et al. vs. Simpson et al.—Ordered on short calendar for May 11.

The National Citizens' Bank vs. Fellows et al.—Order granted and undertaking approved.

Sturges vs. Foran et al.—Order denying motion, with $10 costs.

Sheehan vs. The National Steamship Company.—Reference ordered.

Lee et al. vs. Heneques.—Order denying motion to vacate order of arrest.

Lawton vs. Balestier.—Commission ordered.

Howes et al. vs. Strauss; Rodman et al vs. Strauss; Hirsch vs. Strauss; Ward et al. vs. McLaughlin; Tillinghast vs. Hunt; Whitehead vs. Mackay et al.; Barnum vs. Marshall; Johnston vs. Johnston; Howes vs. Garrison; Knapp vs. Bergham.—Orders granted.

COMMON PLEAS—CHAMBERS.

By Judge Van Hoesen.

Cassidy vs. Leetch.—Judgment for plaintiff. See opinion with clerk of Part 1.

Roessel, &c. vs. Fisher.—Judgment for plaintiff, with costs. See opinion.

By Judge Larremore.

Arnold et al. vs. Morris et al.—Judgment for plaintiff. See opinion.

By Judge J. F. Daly.

The Manufacturers and Builders' Insurance Company vs. Meyer et al. Judgment for plaintiff for $8,477 41; extra allowance of $200.

King vs. Buckmaster.—Demurrer overruled.

Levine vs. Reynolds.—Order granted.

William Durando vs. Mary J. Durando.—Divorce granted.

MARINE COURT—CHAMBERS.

By Judge McAdam.

Holland vs. Cochran; India Rubber Company vs. Rushton; Vegrasser vs. Schmoritz; Weltek vs. Van Winkle; Gannon vs. Brady; Averill vs. Phœnix Iron Company; Richter vs. Rich; Blauvelt vs. Parker; Duryea vs. Schael; Emery vs. Johnson; Kursheedt vs. Heyman; Stern vs. Stern.—Motions granted.

McMahon vs. Gessner.—Default opened conditionally.

Hill vs. Paterson.—Proceedings dismissed.

Masterson vs. Maguin.—Plaintiff's default noted.

Hovey vs. Dudley.—Complaint dismissed, unless within ten days plaintiff places cause on calendar and pays $10 costs.

Funke vs. Dyer.—Default opened and cause restored to calendar for May 25, $10 costs to defendant to abide event.

O'Reilly vs. McNamara.—Bill of particulars to be served on the 8th and defendant to serve his answer on the 10th inst.

Froheim vs. Odell.—Default opened on payment within five days of $10 costs of motion and $10 term fee; otherwise motion denied.

Osborn vs. Goldsmith.—Joseph P. Fallon, receiver.

Masterson vs. McGuin.—Bill of particulars ordered.

Berghaus vs. Knapp.—Referee ordered.

Wornahon vs. Jessner.—John H. McCarthy, referee.

By Judge Sinnott.

Burkhalter vs. Smidt; Baxter vs. Plinsky; Miller vs. Werner; Kautman vs. Strauss; Bogert vs. Davidson; Rosenbaum vs. Links; Smith vs. Harriot; Turner vs. Stoodard; Hoffman vs. Sherwood; Orth vs. Links; Meyers vs. Brennan; Boose vs. Manhattan Gas Burner Manufacturing Company; Smith vs. Griswold; Guy vs. Smidt; Summers vs. Beach; Gilbert vs. Collins; Treadwell vs. Lyons; Perry vs. Baxter.—See indorsement on papers in above cases.

GENERAL SESSIONS—PART 1.

Before Recorder Hackett.

In opening the May term of the Court of General Sessions, Part 1, yesterday, Recorder Hackett delivered the usual charge to the Grand Jury in accordance with the requirements of the statute, and gave the customary directions as to the manner in which the duties devolving upon them should be performed. Mr. Frederick D. Tappen, President of the Gallatin National Bank, No. 36 Wall street, was selected as foreman.

A FORGER PUNISHED.

Adolph Bruen was arraigned for trial at the bar on the charge of forgery. It appeared that on the 18th of April last the prisoner by means of a forged order purporting to be sent by Baker, Pratt & Co., obtained 125 gross of steel pens valued at $93 from the American News Company, No. 39 Chambers street. The prisoner denied his guilt, but the jury after a brief absence found him guilty of forgery in the third degree. The Recorder sent him to the State Prison for the term of five years.

STEALING FROM A TILL.

James W. Austin pleaded guilty to the charge of stealing $47 from a till at No. 43 Ninth avenue. He was sent to the Penitentiary for one year.

GENERAL SESSIONS—PART 2.

Before Judge Gildersleeve.

THE COAL RUMORS.

In the case of Cornelius F. Tempson, Edward F. Brown and George W. Stow, who have been indicted for circulating false rumors in regard to the Delaware and Hudson Canal Company, Messrs. Algernon S. Sullivan and John R. Fellows, counsel for the accused, moved that the trial be set as early as possible. Mr. Sullivan submitted that the Grand Jury had found the indictment on comparatively insufficient evidence, and as he thought an injustice had been done to the parties named a speedy trial was desirable. In reply Assistant District Attorney Lyon intimated that the request of the counsel would be promptly responded to, but as the case was of a somewhat unusual character, as well as a very important one, some consultation would be required. He had no doubt that the issue would be determined as speedily as possible. Judge Gildersleeve said that under the circumstances he would make no order in the matter, but would allow the counsel for the defence to renew the motion, when it was probable a day could be fixed for the trial.

George W. Stow gave notice to the District Attorney's office that he would appear to-day and give 2,000 bail.

A MUSICAL THIEF.

Henry Boyd, alias William Harper, was arraigned at the bar by Assistant District Attorney Lyon, charged under the following circumstances:—On the 12th of April the prisoner hired a piano, worth $450, at a monthly rent, from William Loeffler, of No. 4 St. Mark's place, and ordered it to be sent to No. 116 East Twenty-second street. It was subsequently removed to a storage warehouse in Thirty-third street, and it was sold to Albert Peiser, of No. 293 Seventh avenue, for $80. Being somewhat suspicious, however, Peiser insisted upon the prisoner refunding him his money, and he handed him $70. Boyd was soon afterward arrested for larceny, and on being called to the bar pleaded guilty and was sent to the State Prison for two years.

THE PERIL OF FIREARMS.

A lad named Patrick Gulskean, about twelve years old, was arraigned on the charge of firing a pistol at his playmate, Patrick Gilmore, No. 332 East Thirty-eighth street, the result being a serious wound in the abdomen, from which, however, the little sufferer has recovered. After indicting Gulskean the Grand Jury earnestly recommended him to the mercy of the Court. When called to the bar yesterday the little fellow was bathed in tears, and after a wholesome lesson Judge Gildersleeve inflicted the lenient punishment of thirty days in the City Prison.

ANOTHER PENITENT MILKMAN.

Lewis Schusider, No. 160 Third avenue, pleaded guilty to the charge of selling adulterated milk, in violation of the ordinance of the Board of Health. He was fined $25.

A SHOPLIFTER OVERHAULED.

A notorious shoplifter, giving the name of Henry Parker, and his residence as Jersey City, was arraigned at the bar by Assistant District Attorney Lyon, charged with grand larceny. It appeared that early on the morning of the 26th of April last the prisoner, in company with one Meyers, entered the establishment of Messrs. Sweetzer & Co., No. 356 Broadway, and commenced inspecting some of the goods, with the apparent object of making a purchase. While the prisoner engaged the clerk in conversation Meyers secreted $200 worth of silk under his coat. He was observed in this act by a clerk named William Sherwood, who promptly went for a police officer, taking care to lock the door before he went out. He found Officer Quinn on hand, who arrested the prisoners. Parker, of course, denied all acquaintanceship with Meyers; but, despite the vigorous effort of Mr. Chipman, who defended the prisoner, the jury found him guilty, and, it appearing that he was an old offender, Judge Gildersleeve sent him to the State Prison for five years.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Barrett.—Nos. 23, 23½, 26, 77. Call from No. 99 up to and including No. 150.

SUPREME COURT—GENERAL TERM—Held by Presiding Judge Davis and Judges Brady and Daniels.—Nos. 24, 39, 46, 47, 51, 62, 63, 66, 70, 92, 93, 94, 95, 98, 100, 101, 107, 108, 109, 112, 116, 123, 126, 130, 131, 132, 133.

SUPREME COURT—SPECIAL TERM—Held by Judge Van Brunt.—Demurrer, No. 9; law and fact, No. 105.—Nos. 181, 306, 323, 151, 348, 65, 299, 225, 229, 352, 356, 357, 360, 364, 365, 367, 368, 160, 370, 371, 373, 375, 376, 269.

SUPREME COURT—CIRCUIT—Part 1—Held by Judge Donohue.—Nos. 3103, 3173, 3679, 3163, 3155, 1857, 3271, 2985, 4673½, 777, 3175, 2719, 4723, 99, 3285, 155, 2721, 1381, 1038½, 4517, 3943, 4647, 2767, 3291, 3971, 3071, 3299, 3363, 1729½, 3335, 3339, 3341, 3343, 3346, 3347, 3349, 3353, 3355, 3357, 3361, 3363, 3365, 3367, 3369, 3371, 3375, 3377, 3379, 3381, 3383. Part 2—Held by Judge Lawrence.—Nos. 1341, 4358, 1536, 1558, 2200, 2268, 338, 2288, 2296, 2384, 2406, 1398, 2444, 2618, 2442, 2510, 2102, 1626, 2126, 1122, 1944, 2088, 3160. Part 3—Held by Judge Van Vorst.—Nos. 4783, 2237, 3161, 2775, 4363, 148, 2159, 1341½, 3349, 3 65, 1182, 1026½, 4193, 413, 419, 433, 1710, 953, 1798, 4623, 4624, 1362½, 4693½, 1562.

SUPERIOR COURT—GENERAL TERM—Held by Judges Sedgwick, Spair and Sanford.—Nos. 5, 7, 9, 10, 11, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27.

SUPERIOR COURT—SPECIAL TERM—Held by Judge Sanford.—Case on—The Atlantic and Pacific Telegraph Company vs. Prescott et al.—No day calendar until next Monday.

SUPERIOR COURT—TRIAL TERM—Part 1—Held by Judge Curtis.—Nos. 248, 683, 539, 540, 635, 552, 554, 778, 779, 977, 770, 780, 541, 788, 1014, 360, 770½, 605, 971, 972, 869, 1137, 1139, 1140, 1093.

COMMON PLEAS—GENERAL TERM—Held by Judges C. P. Daly, Robinson and Larremore.—Nos. 127, 141, 4, 42, 81, 87, 93, 114, 116, 131, 132, 133, 135, 138, 141, 142, 143, 146, 147, 148.

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

COMMON PLEAS—TRIAL TERM—Part 1—Held by Judge Van Hoesen.—Nos. 1518, 1186, 698, 1050, 1142, 237, 337, 714, 473, 1539, 1225, 1192, 630, 269, 1650, 1637, 953, 867, 1086, 1039, 966, 885, 465, 1155, 660, 928.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Sheridan.—Nos. 2691, 3263, 7957, 8512, 8401, 8875, 8843, 8869, 8828, 8428, 8816, 8825, 8882, 8907, 8892. Part 2—Held by Judge Goepp.—Nos. 6902, 8509, 8631, 5457, 8804, 2471, 8730, 8732, 8770, 8763, 8823, 8582, 5843, 8851, 2230. Part 3—Held by Judge Alker.—Nos. 6173, 622, 758, 5468, 4351, 7691, 6789, 3326, 8744, 8321, 7745, 8669, 8532, 8583, 8590.

COURT OF GENERAL SESSIONS—Part 1—Held by Recorder Hackett.—The People vs. August Pabst, robbery; Same vs. John Georly, Adolphus Eakes and John Sullivan, burglary; Same vs. Peter Prulus, grand larceny; Same vs. Henry Koll, felonious assault and battery; Same vs. Thomas Phelps, felonious assault and battery; Same vs. John Doherty, receiving stolen goods; Same vs. Bernard M. Patridge, false pretences; Same vs. Joseph L. Davis, assault and battery; Same vs. John O'Brien, assault and battery; Same vs. James Cowan, felonious assault and battery; Same vs. Edward Eysel, felonious assault and battery; Same vs. Fritz Engel King, felonious assault and battery; Same vs. Charles Davenport, felonious assault and battery; Same vs. Michael Daly, felonious assault and battery; Same vs. Patrick Daly, assault and battery; Same vs. Charles Douglas, assault and battery. Part 2—Held by Judge Gildersleeve.—The People vs. Matthew O'Brien, felonious assault and battery; Same vs. Michael Murray, felonious assault and battery; Same vs. Joseph Reiser, felonious assault and battery; Same vs. Valentine Porr, grand larceny; Same vs. Felix McGinty, grand larceny; Same vs. Conklin Pearsall, petit larceny; Same vs. Mary Doran, assault and battery; Same vs. Patrick T. Donnelly, assault and battery; Same vs. Thomas Duryer, assault and battery; Same vs. Edward Flynn, felonious assault and battery; Same vs. Jacob Fay, felonious assault and battery; Same vs. Joseph Eberhardt, felonious assault and battery; Same vs. Mary Feemy, receiving stolen goods; Same vs. William Fleck, receiving stolen goods; Same vs. Bridget Fury, receiving stolen goods; Same vs. James Flaherty, petit larceny; Same vs. John Wostman, Daniel Friedie and Edward Fisher, assault and battery; Same vs. Edward Dunn, felonious assault and battery; Same vs. Abraham Goidstein, burglary; Same vs. Max Levy, burglary; Same vs. James Wilson, burglary; Same vs. William H. Taylor, Francis Humphreys and Charles Jackson, attempt at robbery.

KINGS COUNTY GRAND JURY.

The Grand Jury for the month of May was empanelled in the Court of Oyer and Terminer yesterday before Justice Barnard. In charging the jury His Honor called attention to the habit of jurors transacting their private business during the day and holding their sessions in the afternoon. It was their duty to hold their meetings at convenient hours for public business. The Judge referred to the Usury laws, the Excise, and laws for the purifying of elections, and against obscene prints.

BROOKLYN RAILROAD.

Justice Barnard, of the Supreme Court, Kings county, granted an order yesterday confirming the report of the commissioners appointed to acquire land for the New York and Sea Beach Railroad Company from certain land owner's along the route. Proper crossings are to be established according to the statutes. Commissioners were appointed yesterday by the Supreme Court, on application of counsel for the Glendale and East River Railroad Company, to acquire lands, located in the Eighteenth ward, Brooklyn, which are to be used by the Manhattan Beach Railroad Company, who have leased the route of the Glendale and East River Company. The report of the commissioners appointed to acquire lands for the New York, Bay Ridge and Jamaica Railroad Company, was confirmed by Justice Barnard yesterday. The company now has the clear right of way between East New York and Bay Ridge.

ENEAS' ECCENTRICITIES.

Justice Barnard, of the Supreme Court, granted an order yesterday, on behalf of Sarah E. Eneas, to have the bond and mortgage on a house in Bedford avenue, Brooklyn, placed with the County Clerk, in order that the signatures might be examined. Defendant, who is sued by R. J. Godwin to foreclose the mortgage, is the wife of Captain Eneas, a well known citizen, who recently left the Eastern district, it is believed, to avoid his creditors. Mrs. Eneas alleges that she never heard of the mortgage of Mr. Godwin on her house.

A YOUNG GIRL'S GOOD NAME.

A suit was commenced yesterday in the Brooklyn City Court, before Justice McCue, by Mary Ann Walsh against Michael Smart and Eliza Smart, his wife, to recover $5,000 damages for slander. Miss Walsh is a minor and sues through her guardian, Patrick Walsh. It is set forth in the complaint that in the month of November, 1876, the plaintiff resided with her parents at No. 72 Dupont street, Brooklyn. The house was also occupied by several other persons, among whom were Mr. and Mrs. Smart; that on the date above specified and subsequently the defendants had accused plaintiff before various persons of being not only unchaste, but a thief, and reported that she had stolen the sum of $60 from Mrs. Smart. The complaint also set forth that Mrs. Smart had followed plaintiff to New York and in a dry goods store of that city denounced her as a thief; that Mrs. Smart had renewed the attacks on the ferryboat, and said that plaintiff was wearing some of Mr. Smart's earnings on her back.

TRUST GOURAUD'S ESTATE.

THE SON OF HIS DIVORCED WIFE SEEKING POSSESSION—WHO ARE THE HEIRS?

Some facts have already appeared in the HERALD in relation to the disposition of the estate of Trust Felix Gouraud. To-day application is to be made by ex-Judge Hull, counsel for Andreas H. Gouraud, for an injunction in a suit by him against Constance C. Trust, Percy B. S. Trust, Volney V. Trust, Mary F. Trust, widow of Joseph W. Trust, sometimes called Trust Felix Gouraud, Charles R. Parfitt, Hannah Parfitt and Martha B. Tompkins, styling herself Gouraud. In the complaint on which this application is to be made it is alleged that Trust Felix Gouraud, late of the city of New York, died in this city on or about April 29, 1877, leaving Mary F. Trust, his widow, and the following heirs:—Andreas H. Gouraud, the plaintiff; Percy B. S. Trust and Volney V. Trust, his sons and plaintiff's brothers; Constance C. Trust, his daughter and the plaintiff's sister, defendants, the only lawful children of Trust Felix Gouraud, all of full age. That Mary F. Trust was lawfully married to Joseph W. Trust on the 9th of May, 1839, and thenceforth observed her marriage vows. At the time of his death Joseph W. Trust was owner in fee of a large amount of real estate situated in the vicinity of East Broadway and Montgomery streets, Division street, 100th street and Fifth avenue; that said widow is entitled to her dower in this property, and that it is the only real estate within this State owned in common by the plaintiff and his brothers and sister herein named; that there are no liens thereon. The complaint further states that in March, 1877, the late Trust Felix Gouraud was wrongfully induced and fraudulently persuaded to make a deed to the defendant, Charles R. Parfitt, for the nominal sum of $5, and that Parfitt and his wife Hannah, in March, 1877, conveyed to the defendant, Martha, then the mistress of deceased, the whole of such property. This property is now worth at least $40,000.

AN AGED LOTHARIO.

At the time of the execution of the deed from Trust Felix Gouraud to Parfitt, the former was about eighty-one years of age, and at that time and long previously, it is alleged, had maintained an unlawful relation with Martha B. Tompkins, styling herself Gouraud, and was by her wrongly influenced and persuaded against this plaintiff and his lawful wife and children to make such conveyance. He was also at the time of such conveyance a feeble invalid, and had become very infirm, both in body and mind, his mental faculties having become impaired by reason of sickness and old age and he rendered incapable of making a valid and legal conveyance, by deed, gift or otherwise. He (plaintiff), as he is informed and believes, asserts that Trust Felix Gouraud, in addition to his real estate, died possessed of personal property to the extent of $10,000, together with trade marks and proprietary articles of manufacture of the value of at least $40,000. Of this personal property Martha claims to have received a transfer shortly before his death, all of which plaintiff alleges to have been obtained by fraudulent, subtle and improper influences exercised by her, and that the transfer was inoperative and void; that she unjustly inflamed the mind of deceased against his lawful wife and children to such an extent as to create in his mind an insane delusion regarding them. He asks to have the conveyances declared void, and that the defendants in possession be restrained from alienating or parting with the real or personal estate which they are alleged to be without legal title to, and that a receiver be appointed pending the issue of the suit. The plaintiff is the son of the deceased, and brings this suit in the nature of a partition proceeding to have the property divided between the lawful heirs by his mother and to have her dower set apart to her, as well as to have the conveyances to Martha Tompkins and the Parfitts declared void. The plaintiff asserts that the records will show that in 1865, in this city, his mother obtained an absolute decree of divorce from his father on the ground of his alleged adultery with Martha Tompkins, one of the defendants in the present suit. He and his mother have been appointed to administer the estate of his father, but thus far their efforts in that direction have been confined to an attempt to first get possession of it.

CUSTOM HOUSE INVESTIGATION.

THE OBNOXIOUS FEE BUSINESS IMPOSED BY LAW FURTHER VENTILATED—WHERE THE SYSTEM ORIGINATED.

The session of the Custom House Commission was continued yesterday. Mr. Jay opened the proceedings by reading a letter from the Secretary of the Treasury replying to a question of some persons "Whether an employé of the Custom House won't receive immunity from the government and not be removed from his position in case he came before the commission and testified to existing abuses." Secretary Sherman's letter says:—"The Custom House Commission will receive any proper communication in confidence, and maintain it in confidence, but will examine the facts openly, and prove or disprove them. No doubt a witness such as you mention, who desires to give testimony will be examined in private, and the information only used as it can be verified by open proof, and an official who renders the government this assistance will not be ousted from his place or disturbed by reason of his disclosures."

THE LIQUIDATING BUREAU.

Mr. E. M. Evans, chief of the Liquidation Division attached to the Auditor's Department, was the first witness examined. This gentleman testified that he had been employed in the Custom House since 1850; the Naval Office received no statements of accounts of vessels, only duplicates of vessels registered; the complication of the tariff caused a vast amount of correspondence; when an importer felt aggrieved at the tariff imposed on his good he protested, and this protest went to the Ninth division. Mr. Evans gave an illustration how protests and appeals are made. Last year he made 3,612 appeals, of which every four out of five were decided in favor of the Collector. Mr. Evans thought a specific duty would be a great improvement over the present complicated tariff. Witness also thought the twenty-two clerks employed now in his division might be reduced to fifteen.

MORE OF THE AUDITOR'S BUSINESS.

The next witness was Mr. J. J. Herrick, Chief Disbursing Clerk of the First division, who testified that he drew all the checks and disbursed all moneys, except salaries, and paid all regularly audited bills ordered by the Treasury Department. He also paid all moneys ordered for drawbacks. Six clerks were employed in this department who did their work faithfully and more than earned their pay.

THE MAN OF THE MONEY BAGS.

Mr. James Loffman, the cashier, testified that his duties are to receive and deposit all the moneys which are collected for duties and what are known as the emolument accounts, as well as all funds received from other sources; these are classified, aggregated and entered in what is known as the customs book; each day's work is closed before leaving the office and proved under the different heads; the Naval Office is a check to the accounts generally, as also on entrances and clearances of vessels. (He here exhibited a long printed list of the schedule of fees charged by law, which called forth considerable comment from the commission on its great complicity.) Mr. Turnure asked Mr. Hoffman if the government might not waive all fees and include the amount in the duties? To this an affirmative answer was given.

"What does it cost the government to collect the fees for which no consideration is given to the inspectors?" inquired Mr. Turnure. Mr. Hoffman could not say.

"Does it cost the merchant half a million dollars in time and trouble?" continued Mr. Turnure.

Witness did not think the figures could be placed so high.

Mr. Robinson—How could the fees be simplified?

Mr. Hoffman—They could be amalgamated with the duties.

The witness further testified that he had fourteen employés in his office, who were all good and faithful men; their hours are longer than in any department of the Custom House; there is no way to favor any merchant, consequently no gratuities could be obtained by his clerks; about $8,000 a month is collected for the State, only to accommodate the merchants, which are dues for the harbor masters, marine hospital and Health Officer; this money is deposited in the Gallatin National Bank to the credit of the Collector, who is the agent for this fund; a reduction of the present force would work great injury to the service. Deponent has been twenty-three years connected with the cashier's office.

GENERAL ARTHUR ON FEES.

A slight sparring match occurred between Messrs. Robinson and Turnure. The latter wanted to call General Arthur to explain about the fee business, while Mr. Robinson wanted to continue the investigation. General Arthur, however, was called, and stated that the fees talked about amounted to about $250,000 a year, and are known as the "Emolument account," which is spent for clerk hire as far as it went. The collection thereof worked great hardship to the importer, and the burden to the merchant is greater than the benefit accruing to the government. He had repeatedly recommended the abolition of these dues. In the same connection General Arthur informed the reporter that the establishment of the Naval Office dates its origin from the time the British fleet was part of the government of this city. Then the commanding naval officer, sometimes an admiral, came every month to examine the Collector's accounts, and to divide the emoluments between the latter and the "crown." After the establishment of the Republic the Naval Office was continued, but a civilian made the chief of the bureau.

The examination of Deputy Collector John J. Osborn, of the Third division, closed the investigation of yesterday.

THE CHAMBER OF COMMERCE DINNER.

The annual dinner of the Chamber of Commerce promises to bring together a notable gathering. President Hayes and several members of his Cabinet have already signified their intention to attend. Governor Tilden also has been invited, and as he usually sends an early reply when intending to decline and has not yet done so, some members of the Chamber expect him to be present. Carl Schurz will be there and John Sherman is expected. Mr. Evarts will be one of the speakers. In a few days replies will be in from most of the prominent gentlemen invited, when other notable names will appear on the already distinguished list.

ART MATTERS.

CHURCH'S NEW PICTURE "EL RIO DE LUZ."

Another admirable work has been added by Mr. Church to the many we owe to his poetic brush. Returning to the field wherein he won fame and renown, he gives us a new picture of tropical life that for beauty of composition and truth of realization deserves even a higher place than his "Heart of the Andes," a work that deservedly placed him in the front rank of American art. In that work he sought to express the wondrous grandeur and beauty of the mountain chain which forms the backbone of the South American continent, and all conversant with art know with what mingled power and poetic sentiment he succeeded in conveying an impression of the character of the Andean scenery, which once beheld remains a memory for life. In the present work the aim is not so ambitious nor the scope so wide, and hence it is more within the power of artistic realization. From amid a tropical forest wilderness flows outward "The River of Light"—*El Rio de Luz* as it is called in the sonorous language of Castile. The name of the place is enough to call up poetic thoughts, and it is no wonder that the remembrance of a spot so beautiful should have dwelt in the artist's mind through the years that have separated him from the regions of the sun. In truth the picture bears in its hazy beauty the impress of a dream