THE COURTS.

THE HARLEM COURT HOUSE FRAUDS

Henry W. Genet Convicted—Sentence Deferred Till Monday.

Genet's View of His Case—What the Jury Say—The Punishment to Follow the Verdict.

THE COPPERMAN RECEIVING CASE.

The trial of Henry W. Genet was concluded yesterday in the Court of Oyer and Terminer. Mr. Peckham, the prosecuting counsel, occupied some two hours in finishing his summing up; after which Judge Daniels charged the jury, which took almost an hour. The jury were absent two and a half hours, and then brought in a verdict of guilty—a verdict that fell like a thunderbolt on the accused, and was hardly less startling to his host of friends and adherents. Motion was at once made by Genet's counsel for his admission to bail pending the submission of a bill of exceptions. This application was refused, and Genet was directed to be given in charge of the Sheriff pending his sentence on Monday, to which time the Court adjourned.

The further hearing of the case of De Camp vs. The New Jersey Mutual Life Insurance Company was resumed yesterday in the United States Circuit Court before Judge Nathaniel Shipman and the jury. The action is to recover from the defendants $10,000, being the amount of a policy of insurance effected on the life of John H. De Camp. Several witnesses gave evidence to the effect that De Camp was a man of temperate habits. Counsel for defendants summed up the testimony, contending that De Camp died from excessive indulgence in alcoholic stimulants; that the policy was procured by misrepresentation and fraud, and by the suppression of facts necessary for the company to know, and that the premium upon the policy had never been paid. Counsel for the plaintiff took the opposite view in a very decided manner, and continued his address till a late hour in the evening.

H. Martine, of No. 30 Varick street, and E. R. Robinson, of No. 8 Minetta lane, were yesterday each held to bail in the sum of $2,000 by Commissioner Shields, to answer a charge of having fraudulently obtained $89 on a check which was made payable to the order of Henry Roe, a volunteer in the Union army, to whom it was due as his bounty money. The allegation in the complaint is that the defendants, knowing that the check had been sent to Roe's dwelling, went there, got it from the landlady, representing that it must go through the Clearing House, and then forged Roe's mark to the check, and put on their own endorsements.

In to-day's law reports will be found an important decision of Judge Fancher, of the Supreme Court, in the Copperman case, recently tried in the Court of General Sessions. It will be seen that he grants a stay of proceedings and sends the case to the Supreme Court, General Term.

THE GENET TRIAL.

Summing Up of Counsel—The Judge's Charge—Verdict of Guilty by the Jury—Sentence Deferred Till Monday.

A crowd much larger than on any previous day, since the beginning of the trial of Henry W. Genet, filled, yesterday, the court room of the Oyer and Terminer and the vestibule and hallways leading to the court. The progress already made in the case made it quite certain that yesterday would conclude the trial, and, of course, there was increasing anxiety to be in at the death. Genet, wearing the same confident look, was in attendance, and his counsel with him, some time before the arrival of either Judge Daniels or the jury. Mr. Peckham, the prosecuting counsel, was also on hand early, and immediately on the opening of the Court, resumed his summing up from the day previous.

SUMMING UP FOR THE PROSECUTION.

In resuming Mr. Peckham began by first calling attention to the character of the crime charged, claiming that no positive speech or act was necessary to constitute the crime. Demeanor, manner, anything which went to convey a false belief, was enough. A man, for instance, without saying a word, hands over his check for goods to be delivered, and it turned out he had no account in the bank. There was a case where a baker gave for a ticket calling for a certain weight an underweight loaf. This was a false pretence. The presentation through a third party of a false warehouse receipt had been held within the law. In this case, when Mr. Genet called on Mr. Davidson, some months before, on the 4th of March, a large sum had been obtained for iron, and, as, in fact, it had not been delivered, that money should have been in their hands. Besides, there was the O'Donnell contract outstanding. They had made provision for all the iron they would need, and more. How came Mr. Genet, having no official position except that of counsel, to come for this iron? He asked them to look at the bill. Suppose it had been headed in the name of their foreman with an item for cartage and the name of the past four months, would any of them put any other construction on it than that the goods had been delivered? It was plain that Genet dictated this bill; he was to receive the money; he was a lawyer; he knew that he could not obtain the money until the goods were delivered, except by the corrupt action of officers. But the defendant, when pressed, said he would have interpreted this as a bill for iron to be delivered. Well, in a solemn proceeding he had made a careful statement, with the aid of counsel, that this bill was made out "as if the goods had been delivered." He knew that as the bill passed through the various offices they would understand from it that the goods had already been delivered. It was a fraud in the start. But it was only an "irregularity!" It was one of that class of irregularities which had enabled the theft of millions from the county; which had nearly doubled to every man the cost of the house that sheltered him. It was a neglect of wholesome law to check fraud. Its purpose was fraudulent. If that was all the intent, to spend the money for the purpose, but freed from the trammels of law, that was a fraud. On that alone they must convict. They would notice that the defendant said he handed it to one of the Commissioners. He always spoke of one of the Commissioners, and when pressed the one Commissioners seemed to be the "Boss." It was not the Commissioners' duty to pay money—that was the Comptroller's business—nor even to forward the bill to the Comptroller. Mr. Scallon told them that he made out the payrolls and forwarded them to the Comptroller. The Commissioners were simply to forward the bill. It was Mr. Genet who forwarded the bill, whether by his own hands or those of the Clerk or the Commissioners. When he got the bill he meant it should go to the Comptroller's office, and it did get there. If through Mr. Corson's hands, why was not he produced? Thence it went to the Mayor, as Mr. Genet knew it would. If Mr. Hall's action was in any way influenced by the belief that this was an honest bill, that was enough, even if other elements entered into it. All the stamps and certificates were merely ancillary to the bill. Mr. Hall told them he would not have signed the warrant without something to show it was a just claim on the city. All the certification was to the truth of the bill. The bill was the foundation of all the matter. Everything related to it. It was the main, controlling, important element lying before the Mayor when he signed this bill.

At this point the prosecution stopped, and the defence came in. They admitted an irregularity, but claimed that at some time the defendant intended to apply this money to the purpose for which it was drawn, and therefore, the fraudulent intent being absent, it was a mere irregularity. Ordinarily, the law presumed a man intended what he did. Here they had the fact of the fraud; the fact that the money was drawn: that the city had not got the goods, and nothing but the extraordinary statement that some time or other, he can't tell how or when, and without a scrap of paper to prove it, he gave it to Mr. Scallon. Then there was a lucky "accident," by which, when ... this warrant came in, not Mr. Corson nor Mr. ... Tweed, but Mr. Genet, happened to be in ... kindly officer ... the Comptroller's office, and the explanation ... handed him this warrant. The goods ... was hardly sufficient. Well, the ... were ordered in June, as needed. On the ... of July Mr. Genet got this warrant. He told them that he had been several times to see Mr. Davidson. The goods could have been furnished in two or three days; there was a clerk to receive the money, a mail to Saratoga, and a telegraph, but the warrant remained in Mr. Genet's pocket; on the 31st he drew the money. Why should he, if there were no intimation that Mr. Davidson would be here, endorse this warrant in Mr. Davidson's name and change the warrant, safe in his pocket, into bills the next thief might take? There was a little peculiarity here, that he signed it not as agent, his usual way of signing. Another peculiarity was, that on that very day the iron furnished by another party was being hauled to the Court House.

Mr. Beach here insisted that the O'Donnell contract was for different classes of iron.

Mr. Peckham said there was a little discrepancy in the description of the goods; in one it was "window guards," in the other it was "window frames;" in the one, "iron beams;" in the other, "iron timbers;" it was for the jury to judge. There had been spent on this building several hundred thousand dollars.

Mr. Waterbury here interrupted, saying that all the money passing through Scallon's hands was $150,000.

Mr. Peckham, after a brief inquiry of Mr. Taintor, stated that the amount paid out on account of the Court House was $268,000, and there were $40,000 of bills still pending unpaid.

Mr. Waterbury insisted that this covered other moneys than those coming to Scallon.

Mr. Peckham replied that he was speaking from Mr. Scallon's evidence. Quite possibly that was false, but he was the witness for the defence. But they would notice that, according to Mr. Genet, he carried this large amount of bills, when he drew them, direct to Mr. Davidson, while the other proof was that he got the amount in July and offered it to Mr. Davidson in September, and then he made a formal tender to a man with whom he was on intimate terms. What should he have, done then? The easiest thing was to take the warrant back. Then there would be a receipt for it and a record of it. Then, if other iron was needed, a new warrant to other parties could have been drawn in its place. But Mr. Genet did not do this. With iron on the ground, furnished by O'Donnell, he handed this money to Scallon. Scallon said he then ordered the iron from O'Donnell & Dimond; but it turned out the order on O'Donnell had been given a month before the money was drawn and three weeks before the warrant was issued: but there was no record, no memorandum, no bank deposit of the amount—nothing but the bare, naked asseveration. He could not tell a place where he got the large bills changed to pay the men. Did they believe that if they had carried about $5,000 in large bills and then been forced to change them, would they remember so little about it? He argued that the whole story of the payment to the men was an after thought. He was not liable to the men. He simply approved the pay rolls, and sent them to the Comptroller. They remain still in the Comptroller's office as claims against the city. It would be no defence to the city in an action by the workmen for their pay that Mr. Scallon had paid them with this money. The city had never received credit for this money. He did not point out one man or one week's wages paid by it, and not a memorandum, except, possibly, some time books. Mr. Peckham here called attention to the fact that immediately on the defeat of the young democracy the bill for this Court House was passed. Mr. Genet was appointed counsel to the Commissioners—a useless office. His friends and relatives were appointed on it; $88,000 passed through his hands, and all the account he gave was, it was all right, and he did not give one single person to whom he paid it, except Mr. Scallon, one scrap of paper or of account in all this immense sum. There was an explanation of this, he thought. The fact was that, at this time, Mr. Genet's house was going up at this same time. It had gone up to completion, while the Court House had barely got over the foundation. Scallon was the man who had the payment for both. Mr. Genet knew nothing about the house; he only paid Mr. Scallon. They had one little item—Miller & Co.'s bill for black walnut and lumber. Mr. Genet got that warrant, and, curiously, the black walnut found its way to Mr. Genet's stables. Since, Genet told them he told Scallon that was wrong, and paid the price to Scallon—not, let them notice, to the city.

Mr. Peckham, in conclusion, spoke of his own position in the case. The District Attorney was only prevented from being present by sickness. He was here from no personal feelings against the defendant, but from his duty as an officer of the law. He closed by appealing to the jury, while taking fully into account the importance of a verdict of conviction to the prisoner and his family and friends, to remember the still greater importance to the general public of justice against criminals, especially criminal officials. The defendant, it was true, was not technically an official, but was more. The public would watch carefully their action upon the evidence which was before that public as well as before them.

CHARGE TO THE JURY.

As soon as Mr. Peckham had concluded Judge Daniels proceeded to charge the jury, standing as he spoke, and the jury also standing. After stating the substance of the indictment he charged that they must be satisfied that false representations were made to the authorities and the Mayor with intent to cheat and defraud, and that their influence procured the signature. The statute had been read to them, and they would notice that there were two classes of cases—one where the crime was by false tokens or writings and the other by simple false representations. He did not think this came within the first class, but this bill might be considered as a false representation. In this case it was not essential to consider the first class of cases. It appeared by the testimony that in May or June, 1871, the defendant, in consequence of some previous considerations, applied to Mr. Davidson for work and materials for Harlem Court House. It was important to inquire whether there was then a dawning intention not to get goods for the city, but money from the city for his own friend. He called their attention to the bill itself, in which months are mentioned and in which there is a charge for cartage. Mr. Davidson testified there had been no previous dealings between him and the Commissioners, but this was the first dealing at the instance of the defendant. The form of the bill was important for their consideration. Mr. Davidson told them that he could not recall precisely what occurred, but that this was made out in this form at the suggestion of the defendant. The defendant denied this, and denied that he suggested the putting on of the months, as indicating that the goods had been furnished, the men to judge which told the truth. He knew nothing in this case going to discredit Mr. Davidson's testimony. If he had no motive to misrepresent the transaction it was for them to judge at whose instance it was made. It was an important circumstance in considering the intent. In the contradictions between him and Mr. Genet, they would remember the urgent and cogent reasons leading the latter to color the circumstances so as to exculpate him. If this bill were made out in this form, at the instance of the defendant, the question arose, Why was it so? Was it to be ready to pay for goods for the city or was it for the purpose of enabling him to misappropriate moneys for the city? If the latter, then the question was whether this intent followed the bill till it came before the Mayor? Mr. Genet took away the bill, and they heard no more of it till it got into Mr. Corson's hands, the Secretary of this Board of Commissioners. The bill was before the Commissioners of the Court House, and bears their signature. It also bears the endorsement of Mr. Scallon, Superintendent of the Court House and of the defendant's house, and it was a question for them whether he lent himself for any improper purpose, and how far that would affect his credit. It would appear that this bill was intended to go before the authorities to persuade them that these goods had been furnished, and thus procure a credit or warrant to Mr. Davidson. Direct evidence was not needed in such cases. In this case the circumstances warranted the conclusion that this bill when put into Mr. Corson's hands was intended to take the course it did take. It was an important circumstance for the defendant whether his connection with the bill ceased then, or whether by any directions or acts he forwarded it on its course to consummation. Unless Mr. Corson himself were placed on the stand there could be no direct proof of what did occur in this respect. But if the defendant knew this person and did not call him, then it was for them to consider what effect his failure to call him had; or if the prosecution knew the facts, and failed to call him, they would give due weight to that omission. But in his absence it was for them to determine from the circumstances whether he put it in Corson's hand, intending that it should reach the Mayor, and that he should get the warrant. All the circumstances were to be considered in this connection. The certificate attached to the bill stated that the goods had been delivered. He recalled the testimony of the officers that, according to the course of business, the bill was a necessary part of the voucher and the ordinary course of business in the Comptroller's office, and especially the Auditor's testimony that he would not have audited the claim without the bill; but, finding the bill and voucher together and corresponding, he stamped it as correct and handed it to the Comptroller, from whom it went to the Mayor. The question then arose whether the bill had any influence on the Mayor's mind in inducing him to sign it. They remembered the testimony of the Mayor, that he did not examine more than one per cent of the vouchers coming before him, but never signed a warrant unless some voucher was before him showing the claim to be a valid one against the city. Of course he spoke from habit and not from memory. And it was a question for them whether this voucher was one of the things materially influencing the mind of the Mayor. It was not necessary the Mayor should have read it. If this bill induced him to believe there was a valid claim against the city, that was enough. But if he relied solely on the signature and stamp of the Comptroller and Auditor, then the case was not made out. It was for them to decide. This warrant was made on the 14th of July. It was received by the defendant on the 17th. Mr. Genet says he happened to be there, and his attention was called to the existence of the warrant, and having authority from Mr. Davidson, he asked for and got it. It was for them to consider whether he had the authority of Mr. Davidson, and whether he was there accidentally or came there purposely for it, understanding it was ready for delivery. If he was there to intercept the warrant, and not to deliver it to Mr. Davidson, but to put it in his own pocket, that was a very important consideration. They were bound to try and reconcile these circumstances with the innocence and good faith of the defendant; but if they carried their minds to the conclusion of guilt they were equally bound to the public to declare their conclusion. He stated at length the circumstances following the receipt of the warrant and the two theories in regard to this—on the one hand that it showed that he intended to pocket the money, and on the other that it was a proof of honest intent. The defendant admitted that he endorsed Mr. Davidson's name, but claimed that he was authorized so to do. If his statement was correct no inference could be drawn against him from that one fact. But it was claimed that this was an after thought, and it was not till the publication of the frauds that this was set up. It was not till the latter part of August or the beginning of September that Mr. Davidson returned and Mr. Genet offered the money to him, which was refused. It was for them to give proper weight to that circumstance. It was after that that this money was paid to Mr. Scallon, as both testified, and the direction given as they stated. Whether there was any intent to use the money for the purpose named was for them to decide. On it they might take into account the fact that some similar materials had been previously delivered. He recalled to them the testimony of Scallon as to his ordering iron, and his using the money to pay laborers and his putting in bills for the same pay. He recalled to them Mr. Genet's printed statements, and charged them that if the defendant's evidence was reliable, or threw so much doubt on the matter as to render their conviction unstable, they must acquit. They must divest their minds of any prejudice against the defendant and decide the case solely on the evidence, giving the prisoner the benefit of any reasonable doubt. On the other hand, he charged them earnestly that if they should be convinced of his guilt beyond reasonable doubt no consideration of consequences should lead them to fail in their duty. He dwelt at some length on the special responsibility of officers, and the necessity of holding them to a strict accountability, and as to what was reasonable doubt. He charged them that if they found that the defendant did set this bill in motion, with an intent to defraud, but that the bill after all had no influence on the Mayor's mind, then they could find the defendant guilty of an attempt to commit the crime.

Judge Daniels, in conclusion, passed on the requests of counsel to charge.

Mr. Waterbury added a few verbal requests, and Mr. Beach took several exceptions.

It was a quarter to two o'clock when the case was given to the jury. By permission of Judge Daniels, however, they were permitted to go to dinner before being locked up.

WAITING FOR THE VERDICT.

Upon the retirement of the jury many in their impatience for the result expressed their disgust at the jury being allowed first to get their dinner. The theory of these malecontents was, that had the jury been sent at once to a room to deliberate upon their verdict the growing pangs of hunger would have resulted in a speedy verdict, whereas under the seductive effects of a full meal they would have been reversely slow and deliberate in reaching their conclusions. However, there was no other alternative than patiently waiting the course of events. In the course of an hour the jury returned from their dinner and were at once shown by Mr. Valentine, the chief officer of the Court, to the room set apart for the juries of this Court. Meantime there had been no diminution in the crowd in attendance, but, if anything, the number had augmented. Many gathered in knots both in the court room and out, and eagerly discussed the probable verdict. Mr. Genet, with a few of his personal friends, sat in the small room adjacent. He smoked his cigar and chatted with the utmost seeming indifference. An hour passed, and then another, and half of the third hour had passed, and most from this delay were arguing a disagreement when suddenly there came the announcement that the jury was coming in. There was quite a stir on this announcement. Judge Daniels came in, followed by Judge Brady, and both took their seats on the bench. Genet followed, and then his counsel, and then Mr. Peckham, and then came the jury.

THE VERDICT.

Every eye was directed to the jury. Genet looked at them as they took their seats, but none gave back his glance.

"Gentlemen of the jury, have you agreed upon a verdict," asked Mr. Sparks, the clerk?

"We have," answered the foreman, rising.

"How say you, do you find the prisoner at the bar, Henry W. Genet, guilty or not guilty?"

"Guilty," answered the foreman.

Upon this announcement Genet turned pale and gave a gasp as if for breath. In a moment he recovered himself, and then, taking out a toothpick, began chewing on it as if utterly indifferent to the utterance of a single word upon which hung his future destiny.

Mr. Waterbury asked that the jury be polled, and they each answered, "That is my verdict."

Judge Daniels directed the verdict to be entered, "Guilty of the charge contained in the indictment."

MOTION FOR STAY OF SENTENCE.

Mr. Beach moved for a stay of sentence until Monday to give time for preparing the bill of exceptions. Meantime he would apply to the Court to take bail for the prisoner's appearance, pending the disposition of the case.

Mr. Peckham made no opposition, but referred the matter to the District Attorney's office.

Assistant District Attorney Allen being sent for, soon arrived and objected to the proposal as unusual.

Mr. Beach complained that the severity of an imprisonment pending the bill of exceptions was unnecessary and a hardship.

Mr. Allen said he would not consent, but the Court might exercise its discretion.

Judge Daniels said, if the District Attorney consented, he might allow bail, but, as it was, the case should take the usual course, and the defendant must remain for the present in the custody of the Sheriff.

After the Verdict—Interview with Mr. Genet.

After the adjournment of the Court Mr. Genet and his counsel, Messrs. Beach and Waterbury, withdrew into the adjacent court room, which was unoccupied at the time. The rush of the crowd after them was something terrific; but the officers of the court, who stood guard at the door, were equal to the occasion, and denied admission to all, except a few of his friends. Deputy Sheriff Shields, who seemed as unconcerned and self-possessed as though he were going on a pleasure excursion with Mr. Genet instead of taking him into custody as a convicted prisoner, gave orders to admit the HERALD reporter into the sanctum, and the officer meekly obeyed this order. The scene in this room was remarkable by the strained expression of anxiety and the flush of excitement that could be seen in everybody's face. In one corner sat Mr. Genet with his counsel. They were talking to him in a low, inaudible tone. They seemed to be but little affected by the adverse termination of the trial, and could not have been more phlegmatic if the result had been a victory instead of being a defeat. In the other part of the room generally set apart for the spectators sat some half dozen political friends of Mr. Genet. They were silent and looked at one another in a decidedly cheerless manner. Mr. Beach finally broke the heavy oppressive silence by asking for the official stenographer, but one of the officers informed him that he was gone. Mr. Waterbury rose, and shaking hands with Mr. Genet, said coolly, "Good evening, Mr. Genet!" to which Mr. Genet replied in his usual manner—the only change that had come over him was that his face was slightly flushed and his voice rather husky—"Good evening to you!" Mr. Beach's parting from his client was equally affecting. When they had left Mr. Genet drew on his heavy overcoat and shook himself as though he would shake off any feeling of uneasiness or nervousness that might have mastered him for the moment. He stepped forward, and, in the same tone of voice in which he might have asked some friend to take a drink with him, he said to Deputy Sheriff Shields:—

"Well, Mr. Shields, I am at your disposal."

Mr. Shields returned Mr. Genet's smile by another smile—such a smile as only Deputy Sheriffs are capable of when they take a prisoner into custody preparatory to conducting him to Sing Sing or to Blackwell's Island—and without taking hold of his prisoner walked out, followed by the HERALD reporter, several Deputy Sheriffs and a number of the prisoner's friends. There was still a very large crowd waiting outside on the staircase, and they all craned their necks to get a view of Mr. Genet as he came out. "Here he is, here he is!" someone cried, and everybody made a rush at the prisoner. Mr. Genet kept his temper perfectly, shook hands with and smiled at all whom he knew, and seemed as unconcerned as if all this commotion were intended as an ovation to him. His broad, burly frame moved lightly and gracefully through the crowd. He had pulled out a cigar before he emerged from the court room, and now he stopped to light it comfortably. He puffed it with seeming gusto and kept at the same time talking to Mr. Shields, who treated the prisoner with the utmost kindness and consideration, and showed that he could accomplish a difficult and disagreeable duty with promptness as well as with delicacy.

Mr. Genet shook hands with the HERALD reporter, when the latter addressed him and said, lightly, "How are you?"

The reporter acknowledged the polite inquiry and said:—"This is a pretty severe verdict, Mr. Genet."

"Yes, it is," Mr. Genet replied, with a comfortable puff of his cigar, and walking briskly through the Park.

"Did you expect this verdict?" the reporter ventured to ask.

"No," Mr. Genet replied, coolly, with another puff of his cigar, which he seemed to relish greatly. "No, I certainly didn't expect it."

"I see you bear up against it pretty well," the reporter added, with some hesitation, for he felt that any conversation, under the circumstances, must needs be of a very painful character.

"Well, it can't be helped," Mr. Genet answered philosophically, and as though he were making an effort to appear as stoical as possible. There was a certain spasmodic twitching of the lips, however, and a strained, painful expression of the eye which, for the moment, sadly belied his appearance of nonchalance and indifference.

This was all that Mr. Genet said. He repeated, "It can't be helped," with a shrug of his shoulder, and stepped quickly into the coach, which stood ready at the corner, opposite A. T. Stewart's store. Mr. Shields and his deputy sheriffs stepped in after him, and the coach rattled away through the mud. Any indifferent passer by who saw Mr. Genet entering the carriage would have scarcely thought that the humble, modest looking man who accompanied him held him in custody.

Mr. Genet was driven to several places where he had business, and finally to his house, where he spent the night in charge of the deputy sheriffs.

What the Jurors Say.

A HERALD reporter saw several of the jurors after they had been discharged. He was informed by one of them that the jury had passed a resolution not to divulge any of the secrets of the jury chamber. Several of the more communicative jurymen made, nevertheless, lengthy statements, from which that of Mr. Valentine Schneider, juror No. 5, is selected as the most comprehensive.

Mr. Schneider said that when the jury retired an informal ballot was taken, the result of which was nine for conviction and three for acquittal; then, after a long discussion about the various points of law involved in the case, they partook of luncheon. Another vote was taken, 11 being for conviction and one for acquittal and the next vote showed that the entire jury were ready to render a verdict of "guilty." A formal ballot was then taken, all the 12 voting "guilty," and a resolution was passed enjoining the strictest secrecy in regard to all that had been said and done in the jury room upon all the members of the jury. There was a long and comprehensive discussion of the case before this result was reached, as they did not want to act hastily. Mr. Schneider gave it as his opinion that Mr. Genet had as fair a judge and as fair a jury "as ever a prisoner had before." There was not one man in the jury room, he thought, who would not rather have rendered a verdict of "not guilty" if he could have done it with a clear conscience, and they all felt sympathy and pity for his afflicted family. However, they had a duty to perform and they performed it. The main point which gave rise to discussion, he said, was the question whether the defendant had obtained the signature to the warrant with a fraudulent intent, and as soon as this question was settled all the jury were ready to vote for conviction.

JUDGE DANIELS ON THE PUNISHMENT.

A HERALD reporter called on Judge Daniels in his private room in order to ascertain the maximum punishment to which the prisoner could be sentenced under the verdict. Judge Daniels received him very courteously and said the maximum sentence was five years in the State Prison and a fine of four times the amount of the warrant, about $20,000.

THE COPPERMAN CASE.

Stay of Proceedings Granted Upon a Writ of Error—The Case to Go to the Supreme Court, General Term—Important Opinion by Judge Fancher.

The case of Hyman Copperman, who was tried in the Court of General Sessions on the charge of receiving stolen goods and found guilty, elicited at the time, from the peculiar circumstances surrounding it, a good deal of attention. Ex-Mayor A. Oakey Hall and Mr. William F. Howe, the counsel for the accused, having confidence in the legal points raised in his defence, moved for a stay of proceedings upon a writ of error. This motion was argued at length before Judge Fancher at Supreme Court Chambers, Mr. Russell, Assistant District Attorney, appearing in opposition. Judge Fancher gave his decision yesterday in the case granting the stay. His opinion setting forth his decision embraces, as will be seen, a review of some interesting legal questions:—

OPINION OF JUDGE FANCHER.

The prisoner was convicted at the General Sessions of New York of receiving stolen goods. The verdict of guilty was accompanied with a recommendation to mercy. The prisoner is a pawnbroker, and had previous to the trial been the president of the trustees of a Jewish synagogue. The thief who stole the goods was the chief witness. He testified that he sold them to the prisoner for an inadequate price. The prisoner, on the other hand, testified that the goods were pawned and not sold to him. The thief said he had sold the prisoner goods before. He was asked as to the goods in question, whether he sold them or pawned them, and answered "sold them." He stated that a year before he went to the prisoner "to pawn some goods," and did then pawn them. The District Attorney at this point inquired of the witness as to former transactions, and after he had testified in answer to several questions the District Attorney asked this question:—"Q. What was said between you and Copperman on the occasion of the first interview?" This was objected to by the prisoner's counsel, allowed by the Court and the prisoner excepted. It is then stated in the bill of exceptions as follows:—"It is agreed that all which was said between the accused and the witness as to transactions prior to the one in the indictment comes in under the exception." The witness was thereupon interrogated and answered as to the conversations between him and the accused touching former transactions. They were isolated transactions. None of them related to that respecting which the indictment was found, nor did they prove any general or continuous arrangement between the accused and the thief. The evidence thus given must have had much

INFLUENCE UPON THE JURY,

and the question raised upon the bill of exceptions is, Was it competent? The statute (3 R. S., 5th ed., p. 959, sec. 73) reads:—"Every person who shall buy or receive in any manner, upon any consideration, any personal property of any value whatsoever, that shall have been feloniously taken away or stolen from any other, knowing the same to have been stolen, shall, upon conviction, be punished," &c. The essence of the crime is the guilty knowledge of the accused that the goods specified in the indictment had been feloniously taken or stolen—whether evidence tending to show his knowledge of other thefts be admissible, as competent to prove the crime charged, is a disputed question. A majority of the Court in People vs. Rando (3 Park., Cr. 335) held such evidence admissible. There was a dissenting opinion by one of the Judges; and, as appears by a note to the report of the case, the Judge who delivered the prevailing opinion afterward said that he considered the question an open one. In McNiff's case (1 City Hall Recorder, p. 8) it was held that evidence in such a case that the prisoner had purchased other goods of the thief not contained in the indictment is improper, but that a general understanding between them to receive stolen property is admissible. In Regina vs. Oddy (5 Cox C. C., 210; see 3 Greenl. on Ev., note, rc'd ed., p. 17), upon a charge of feloniously receiving stolen goods, it was held that the possession of other stolen goods not connected with the immediate charge was not admissible in

PROOF OF GUILTY KNOWLEDGE,

as it could not lead to any such conclusion, but, on the contrary, was quite consistent with the supposition that on the former occasions the goods had been stolen by the prisoner himself. The principal fact in issue on the trial of the case under examination was the guilty knowledge of the accused respecting the goods mentioned in the indictment. The collateral facts of acts and conversations as to other goods received previously were offered to be shown and received in evidence, upon the ground that they bore upon the question of the intention of the prisoner as to the goods covered by the indictment. It has been said, in respect to such collateral evidence, that no precise rule has been laid down. (Rex vs. Salisbury, 2 Russ. on Crimes, 776, third ed.; 3 Greenl. Ev., sec. 15.) It would seem that if the previous conversations show an understanding with the thief or a knowledge of his crime they are admissible; but if they are in substance consistent with the supposition that the person receiving the goods was not made acquainted with and said nothing to indicate a knowledge of the felonious taking or theft of them, he is not, by inconsequential inference merely, to be held guilty of the knowledge of the unlawful taking or theft. Conversations prior to the act charged cannot be competent unless they prove that the thief communicated his own crime or that the receiver admitted his knowledge of the same. If the conversations come up to that grade they are competent (16 Peters, 360; Roscoe's Crim. Ev., 876; 3 Greenl. Ev., sec. 15); but if they fall short of that standard they should not be allowed to perplex or influence the jury. In this case some of the conversations admitted under the prisoner's objection and exception were consistent with the prisoner's integrity. For example, on one occasion he said, "You come back again soon." This may have been honestly remarked, with a view of ascertaining whether

THE GOODS WERE HONESTLY ACQUIRED.

On another occasion, when the witness was asked if a certain "class of goods" could be obtained for the accused, it would seem that the intention was to have purchased some goods of a particular kind. It would naturally be supposed he intended to have such goods purchased, and not stolen. It is a violent inference to suppose the accused intended to have the goods stolen. A selection of color in silks would not probably be indicated by one who intended they should be stolen. I am not sure that the prisoner was not prejudiced by the doubtful testimony thus given at the trial, and I think he should have a stay of proceedings until the question can be examined and decided by the General Term of this Court. So ordered.

SUPREME COURT—CHAMBERS.

Decisions.

By Judge Ingraham.

Simon vs. Hanlon, Gaumbacher vs. McNamara, Bayard vs. Christi, Heiman vs. Abraham.—Motions granted.

By Judge Fancher.

The People, &c., vs. Copperman.—Writ of error and stay of proceedings granted. (See opinion.)

SUPREME COURT—GENERAL TERM.

Decisions.

By Judges Ingraham, Brady, Barrett and Fancher.

Arctic Insurance Company vs. Austin et al.—Motion for reargument granted.

Leonard et al., executors, vs. Bell et al.—Judgment ordered for plaintiffs declaring the provision of the thirteenth clause of the will void, plaintiffs' costs to be paid out of the estate. Opinion by Judge Ingraham.

Perkins vs. Squier.—Order appealed from affirmed, with $10 costs. Opinion by all the judges, Judge Barrett dissenting.

Conboy vs. Jennings et al.—Decree of Surrogate reversed, with costs, and judgment rendered, directing the Surrogate to admit to probate the papers signed by testator and two witnesses.

The People ex rel. the Bank of British North America vs. The Commissioners of Taxes, and two other cases.—Opinion by Judge Fancher.—Judgment for respondents, with costs.

The People ex rel. Navarro vs. Green, Comptroller.—Opinion by Judge Brady.—Motion to strike out granted in part, according to opinion.

Woods vs. The People.—Opinion by Judge Brady.—Judgment affirmed.

Belding vs. Leichard.—Opinion by Judges Fancher and Brady.—Decree of Surrogate affirmed, with costs.

Bloss vs. Chittenden, Administrator.—Opinion by Judge Barrett.—Judgment for defendant, with costs.

Barry vs. The Mutual Life Insurance Company.—Opinion by Judge Fancher.—Order appealed from reversed, with costs.

Platt and Others vs. Platt.—Opinion by Judge Barrett.—Motion for a new trial denied, with costs.

Bentz vs. Thuber.—Opinion by Judge Brady.—Verdict set aside and new trial ordered; costs to abide event.

Stillwell, Executor, vs. Carpenter et al.—Opinion by Judge Barrett.—Judgment affirmed, with costs.

Sword, Administrator, vs. Edgar et al.—Opinion by Judge Brady.—Judgment affirmed, with costs.

The People ex rel. Broadway and Seventh Avenue Railroad Company vs. The Commissioners of Taxes and four other cases.—Opinion by Judge Ingraham.—Judgment for the respondents and writ quashed, with costs in each case.

The People ex rel. Pacific Mail Steamship Company vs. The Commissioners of Taxes.—Opinion by Judge Ingraham.—Judgment for plaintiff, setting aside assessment and directing the Commissioners to correct the assessment by deducting the value of the personal property out of the State unless the Commissioners elect to accept the amount admitted by the relators in schedule C. In such case the assessment will be affirmed for that amount.

SUPERIOR COURT—SPECIAL TERM.

Decisions.

By Judge Freedman.

Ronalds vs. The Mechanic National Bank.—Motion granted and action referred.

Payne vs. The Forty-second Street and Grand Street Railway Company.—Motion to strike out certain answers in the deposition denied.

Arnold et al. vs. Keyes.—Motion granted.

Coe vs. Davis.—Order for judgment and for reference to ascertain damages, &c.

COURT OF COMMON PLEAS—SPECIAL TERM.

Decisions.

By Judge Loew.

Barry vs. Spellman.—See memoranda.

White vs. Whitney.—Motion for further bill of particulars denied.

Hauser vs. Denning.—Motion to continue injunction denied, without costs.

Meyer vs. Meyer.—See memoranda.

Ripley vs. Dixon.—Motion to place cause on special calendar granted.

Garraghan vs. Wilson.—See memoranda.

COURT OF GENERAL SESSIONS.

Child Killing and Conviction of Manslaughter in the Fourth Degree.

Before Recorder Hackett.

At the opening of the Court yesterday His Honor proceeded to charge the jury in the case of George Rose, who was charged with causing the death of a little child by throwing a small hatchet at him. They found a verdict of guilty of manslaughter in the fourth degree, and recommended Rose to mercy. The Recorder directed the defendant to be remanded till Monday. This verdict gives His Honor a wide discretion in that punishment.

Burglaries and Larcenies.

Wilhelm Jacoby, who was indicted for burglariously entering the house and store of Morris Exiemer, No. 91 Canal street, on the 24th of November, and stealing $3 in money, pleaded guilty to burglary in the third degree. He was sent to the Penitentiary for four years.

George Robertson pleaded guilty to the same degree of crime, the charge being that on the 1st of this month he broke into the hat store of Edward Miller and stole hats and umbrellas valued at $200. The sentence was three years and six months in the State Prison.

George Flynn was tried and convicted of grand larceny in stealing $188 from the liquor store of Mortimer Shay, No. 52 East Broadway, on the 12th inst., and sent to the State Prison for four years and six months.

Ella Johnson was found guilty of stealing a silver watch and a gold chain, on the 28th of February, belonging to Joseph L. Contrell, at whose house she was employed as a servant.

George Nierney, who, on the 13th of November, stole a pack of dry goods valued at $64 from a pedlar named Samuel Pollock, while in a Roosevelt street drinking saloon, was found guilty.

These prisoners were each sent to the State Prison for three years.

Henry Smith, who, on the 19th of November, stole a gold watch and chain from Charles W. Blohm, pleaded guilty to an attempt at grand larceny.

John McCoy also pleaded guilty to the same grade of crime, the charge against him being that on the 6th inst. he stole a coat worth $60, the property of Peter Renaldson.

Mary Ann Watts, alias Mary Wilson, charged with stealing, on the 8th of December, two pieces of silk valued at $85, from the store of Conkling & Co., 763 Broadway, pleaded guilty to an attempt to commit that offence.

Catherine Robinson, who was indicted for stealing a silver watch and chain and a cloth vest on the 22d of November, the property of Edward Trudo, pleaded guilty to an attempt.

Each of the above-named prisoners were sent to the State Prison for two years and six months.

Thomas Williams pleaded guilty to an attempt at grand larceny, the allegation being that, on the 7th of this month, he stole $50 worth of miscellaneous property belonging to Adolph Tarvenier. He was sent to the State Prison for eighteen months.

John Roberts, indicted for stealing wearing apparel, valued at $35, on the 22d of November, owned by Warren N. Lancaster, pleaded guilty to petty larceny.

Tilly Seymour, who stole $32 worth of jewelry from Lena Sapire on the 12th of this month, pleaded guilty to petty larceny. These prisoners were sent to the Penitentiary for six months.

James Armstrong (a boy) pleaded guilty to snatching a pocketbook containing $1 50 from Eliza Ann Smith. He was sent to the House of Refuge.

TOMBS POLICE COURT.

Diamonds Deep in the River.

Before Justice Bixby.

Peter Nooney, an ambulance driver of Bellevue Hospital, was held in $1,000 bail by Justice Bixby yesterday, charged with stealing a diamond stud worth $500 from the dead body of James Armstrong, a resident of Brooklyn. The facts of the case reveal a peculiar state of things. The deceased, who was an eminently respectable gentleman, named James Armstrong, of Brooklyn, came by his death in a manner unknown, the first intimation of his demise being the finding of his remains by Officer Blair, of the Second precinct. When the body was found three diamond studs, valued at $500 each, were found in the bosom of the deceased's shirt, but, strange to say, when the body arrived at the Morgue only two of the valuable stones were to be found. The evidence is entirely circumstantial, based on the fact that when the dead body was found three diamonds were found in the shirt bosom, and when the body arrived at Bellevue Hospital only two of the brilliants were to be met with. The deceased was a man of large wealth, and at the time of his death was on the eve of his marriage. His body was found off the Battery, and the manner of his death yet remains a secret.

An Ex-Convict at His Old Tricks.

John Otis, alias Cock-Eyed Jack, a late arrival from Sing Sing, was cleverly caught by Officer Dennison, of the Second precinct, while loitering suspiciously in the hallway of 149 Fulton street. He denied all knowledge of any bad intent, but on being searched in the station house several skeleton keys and other investigating instruments were found upon him.

COURT OF APPEALS CALENDAR.

ALBANY, Dec. 19, 1873.

The following is the Court of Appeals day calendar for December 22:—Nos. 172, 69, 70, 87, 161, 170, 165, 164, 148, 173.

UNITED STATES SUPREME COURT.

Decisions.

WASHINGTON, Dec. 19, 1873.

No. 165. Solomons vs. United States—Appeal from the Court of Claims.—The appellant was under a contract to deliver at Camp Filmore, to the United States, 12,000 bushels of corn between September, 1864, and May, 1865, at such times and in such quantities monthly as the Quartermaster might direct. He delivered 9,000 bushels, but the balance was not called for and was not delivered. But in September, 1865, he offered to deliver the balance, and 37,420 pounds were received, as he supposed and alleges. The government contends that the department declined to receive it on account of the contract, but that a clerk was authorized to accept of any amount required for the time being. Meanwhile a portion of the corn was injured in the barracks. The department tendered pay (which was refused) for the amount received by authority, and claimed that, the claimant having stored his own grain at the camp, without any responsibility of the government, the damage was his own loss. The Court below so found, and gave judgment only for that sum tendered and declined. The error here assigned is that the Court erred in not holding that the amount of corn delivered was duly received by the department. T. J. D. Fuller for claimant; C. H. Hill for government.

No. 162. Shrewsbury vs. The United States—Appeal from the Court of Claims.—The claimant alleges that he had a special contract with the government, made with an officer of the proper department, duly authorized to contract, to transport all the military stores and supplies on the route from Kansas and Missouri to New Mexico from May to September, 1865, except such as the government might carry by its own means, and sued to recover damages for an alleged breach of the contract, averring that, afterwards, a million pounds of such supplies (corn) were transported by one Fuller, under an arrangement with the department. The damages were laid at $70,000, the claimant setting forth great expense in preparing to perform the contract and corresponding losses by the non-fulfilment. The Court dismissed the petition, holding that the contract was not violated; that the corn transported by Fuller was simply a delivery of corn purchased of him by the department, and did not, in any way, effect the contract. The appeal maintains that it was not a case of sale but of bailment. Peck, Durant and Homer for appellant; C. H. Hill for government.

THE PRESIDENT'S MESSAGE.

Manifest Destiny as Treated by the London Leader Writers.

[From the London Times, Dec. 4.]

We should, perhaps, be scarcely justified in attributing to General Grant the random character of the paragraphs which make up his Message as telegraphed. As it is laid before us we see him touching on a subject and then dropping it, to return to it again in a later part of his communication to Congress. The Cuban question thus appears, disappears and reappears. As we have already expressed our dissent from the claims put forward by the President on behalf of the national flag it is but right we should record our satisfaction at the moderation of his views in respect of Cuba itself. There is not a word to indicate a desire to annex the island, or even to intervene forcibly in its disputes. This reserve is the more praiseworthy, since it is apparent that the President has not lost his old hankering after the extension of the power of the Union in the Mexican Gulf. If there is now no recommendation to purchase St. Thomas or to accept the sovereignty of the Bay of Samana, he desires that the application of the government of St. Domingo for the protectorate of the United States may be considered. But with respect to Cuba General Grant goes little further than to express a hope that slavery may soon disappear from the island, and with it the bloody struggle of which it is a principal cause. He insists, indeed, upon the necessity of making the slave-holding aristocracy of Cuba subordinate to the orders of the home government, or, failing in this, of preventing their using the name and authority of Spain as the means of upholding their own misrule. So far the opinion of England will unreservedly support his policy. Spain must control Cuba, or Cuba must be separated from Spain, and a free creole Republic established in the island to replace the authority of the mother country.

[From the London Daily News, Dec. 4.]

President Grant has been fortunate in meeting Congress with the news of this diplomatic victory in his hands. The vigorous action of his government, from the moment the news of the outrage was received, is certain to meet the full approval of the representative body. It is very possible that the diplomatic settlement is not entirely acceptable to a section of the American people. Annexation is always popular, and the seizure of Cuba, as a fair prize of war, has come so near to possibility, or even probability, that some disappointment will be felt as the prospect vanishes away. Ten days ago everybody in New York seemed to have reached the conclusion that the annexation of Cuba was inevitable. We do not hear so much nowadays about "manifest destiny" as we did in the old times of Southern predominance; but popular opinion in many parts of the United States has long regarded the splendid island which keeps the gates of the Mexican Gulf as a predestined member of the confederation of the Stars and Stripes. There has been less of this feeling since slavery was abolished; but the Cuban Junta at New York has kept it alive, and the terrible records of Spanish cruelty made public in the "Book of Blood," an account of which has been given in the current number of the *Edinburgh Review*, have destroyed all sympathy with the rule even of a Spanish republic in Cuba. The high-handed violence shown in the execution of the crew of the Virginius found the American people not merely indignant, but not indisposed to action. General Grant's decisive and peremptory course, his preparations for war, his ultimatum to the Spanish government, his refusal to extend the time for compliance with his demands beyond the 27th of November, had the completest approval of the public, and will certainly have full endorsement by Congress. The telegram from our New York correspondent which we publish to-day shows that an excellent effect has already been produced in Cuba itself, and that some conciliatory steps have already been taken by the Captain General. The distinction the President has drawn between the Spanish Republic and the slaveholders who, as he says, "while maintaining a political connection with the Republic, defy its authority," and his emphatic declaration that this evil must be abated, indicate a disposition to interfere in Cuban affairs if a fit opportunity should arise. Such an interference, especially if it were undertaken in no unfriendly spirit to the government at Madrid, would perhaps be popular in the United States. Indeed, had President Grant announced a less moderate policy than he has adopted it might have met with considerable support. There are thousands of men up and down the country, and a good many even in Congress itself, who would have preferred a fight and an annexation, though a kindred government in the Old World had been tumbled over in the struggle.

[From the London Morning Post, Dec. 4.]

The President is earnest and emphatic in the expression of his opinion that it is in some way the duty of the United States to insist upon, and perhaps to aid, the Spanish government in effecting a removal of the cause of these troubles. The United States, he says, are not hostile to Spain, but they are hostile to slavery, and they have a bitter quarrel with the slaveholders of Cuba. These slaveholders are the enemies alike of the Spanish government and of the United States. We refer our readers to the remarkable words which President Grant uses upon this subject. They are rather unaccustomed words from the mouth of an American Executive. Nearly 100 years ago the first President of the Republic warned his countrymen against the danger of interfering with foreign governments or of contracting "entangling alliances" with foreign Powers. But the nineteenth President of the Republic now urges on Spain the absolute necessity, "in the interests of humanity, civilization and progress," of putting down with a strong hand a certain class of its citizens, and plainly hints that, if Spain is unable to accomplish this work alone, the United States will be glad to aid her. It is scarcely probable that the President would have employed the very strong language which he uses when speaking of "the pro-slavery autocratic party" in Cuba; of its "open hostility to the home government," and of the blessings which would follow the abolition of slavery in Cuba, without having had some understanding with Señor Castelar as to the effect of these words in Spain and in Cuba. With such an understanding these expressions would be wise; without it they would be at least irreconcilable with President Grant's declarations of friendship for the Spanish Republic.

[From the London Telegraph, Dec. 4.]

So far as Europe is concerned, the Message of President Grant to Congress presents only two important points. One is the Spanish difficulty, the other American finance. On the latter subject the President speaks in a tone that will certainly secure attention and approval on this side of the Atlantic. Commenting on the late panic, he points out that confidence can only be restored by a return to sound business principles, and he insists with emphasis on the necessity of speedily resuming specie payments as the best security against further risks arising from stringency, inflation and pressure. The fact that the American financial crisis is now virtually over greatly reduces the interest which we should otherwise feel in the President's suggestions; and experience teaches us that the restoration of the currency to a metallic basis will be a tedious, difficult and trying operation. It is at the same time satisfactory to see that no crude or Utopian theories are started in the Message, and England will watch with the greatest interest and sympathy the progress towards a result by which both nations, as well as the commerce of the world generally, will be gainers. But while the financial world will ponder his deliverance on this topic the immediate interest of the Message centres, beyond doubt, in the passages relating to the Virginius. The first impression conveyed by General Grant's language is that the Spanish difficulty is at an end. Congress is informed curtly that the issue between Spain and the United States "is now happily in course of satisfactory adjustment in a manner honorable to both countries."

After referring to the settlement accomplished by the administration, the London *Standard* says, in continuation of its editorial on the Message:—

But, unfortunately, he (the President) goes on to indulge in an outburst of indignation against the Cuban slaveholders, which is not unnatural, indeed, under the circumstances, but which can serve no purpose but that of rendering more difficult the task of Señor Castelar, already, it is to be feared, but too difficult. No doubt the conduct of these slaveholders, or, at least, of the Peninsular party among them, is such as to deserve the reprobation of every humane man, and we should not be inclined to judge President Grant too severely if he only condemned the atrocity of their acts. But when he proceeds to say that "in the interests of humanity, civilization and progress this evil influence must be averted," he is using a threat which can have no meaning if the terms agreed to by

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