

SUPREME DECISIONS.

Natural Gas, Like Water and Oil, is a Mineral Wild by Nature.

POSSESSION GIVES OWNERSHIP.

In Pennsylvania the Father Can't be a Kidnapper of His Child.

CHILLO PLEADS TO MANSLAUGHTER.

Pa-Speaker J. L. Graham Asks to Have a Mortgage Cancelled.

The Supreme Court will finish its work tomorrow, and leave Pittsburg. A number of important decisions were handed down yesterday. The Nicely boys must hang, and Chillo, the Italian, pleaded guilty to voluntary manslaughter.

In the case of the Westmoreland Natural Gas Company vs Dewitt et al, error to Common Pleas of Westmoreland county, Justice Mitchell yesterday handed down an opinion reversing the decree of the lower court. The question involved in the suit was whether a certain piece of land leased for drilling purposes had been forfeited because of the company not using the gas. In the opinion, Justice Mitchell says: "The real subject of possession to which complainant was entitled under lease was the gas or oil contained in, or obtainable through, the land. The learned master in the case says that gas is a mineral, and while it is in the part of the land, and therefore possessible of the land, the title to the gas is not in the land, but in the gas itself." The decision is that the title to the gas is not in the land, and that the contract had been illegally let, competition in bidding being prevented by there being no specifications for the work. The Supreme Court, in deciding the case, held that the defendant could only have derived title to the alleged property. She did not say what extent it had been injured by the defective character of the work. She says the work was at a high rate, but is silent as to what would have been a fair price for the work. The lower court was affirmed.

In the opinion appended from the opinion of the court regarding the distribution of the estate of James Warner—the Orphans' Court of Allegheny county was sustained, and one-half of the estate will be divided at once.

The other decisions handed down were:

O. P. Shriver et al vs D. R. McLean et al; ordered affirmed.

Appeal from O. C. Allegany county affirmed.

Appeal from John Bradler, Prothonotary, from C. P. No. 1, Allegheny; affirmed.

Appeal from C. P. No. 1, Allegheny; affirmed.

Thomas S. Maple vs borough of Belzetho, error C. P. No. 2, Allegheny; affirmed.

John H. Parsons vs Marine National Bank, error C. P. No. 2, Allegheny; affirmed.

Standard Manufacturing Company's appeal from C. P. No. 2, Allegheny; affirmed.

David Frexley vs John Fisher, error to C. P., Cambria; affirmed.

In the suit of F. Souter & Son against Otto Miner, a trial on an account, tried before Judge Ewing, yesterday, a verdict was given for \$10 for the plaintiff.

The November term of the United States Circuit Court opened yesterday morning. The list was called, but none of the cases being ready for trial adjourned till to-day.

Judge Ewing, yesterday, handed down a decision refusing to grant the injunction asked for by the O'Hara Glass Company against the Pittsburgh Glass Company and the American Flint Glass Workers' Union.

The trial of Alderman Manesse, Dougherty and Callen, charged with conspiracy in connection with the Baader gang, has been fixed for today. Barth Doyle and Dougherty, who have already been convicted on other counts, will be tried on the same.

Magus Pham, administrator, vs J. H. McClintock and M. McClintock, error to C. P. No. 1, Allegheny; affirmed.

Benson Short vs Edward Mussey, error C. P. No. 1, Allegheny; affirmed.

Marine Sawmill Co. vs J. M. Bowell, error C. P. No. 1, Allegheny; affirmed.

Wm. H. Miller vs Hyman Drowarsky, error C. P. No. 1, Allegheny; affirmed.

O. W. Rawls vs P. T. Collins, error to C. P., Butler; affirmed.

Nevin Bros. vs Morrison et al, error to C. P., Blair; reversed.

THAT CRAIG STREET MUDDLE.

Fraud Alleged in the Cases of Booth & Frazee's Painting Company.

The Supreme Court yesterday an argument was heard in the case of William Mazer against the City of Pittsburg, E. M. Bigelow, J. O. Brown, Robert Elliott and William McCullin as the Department of Awards, and Booth & Frazee, appealed by the defendants from Common Pleas No. 2—Booth & Frazee filed a bill in equity filed by Mazer, charging fraud in the making of a contract for the paving of Craig Street, and asking that the court rule on the work between the city and Booth & Frazee be annulled, and an injunction issued restraining any work in pursuance of the contract.

Tested under these principles there is not the shadow of a doubt that the bill of Mazer, as well as the right to it, under this lease, was the complainant's when the bill was filed. That he had a lease of the gas in the gas-bearing strata, and it was the only one on the land. They had it in their control, for they had only to turn on a valve to have it flow into their tanks. The gas belongs to the lessor and lessee in the present case—the one who controls the gas, has it in his grasp, so to speak, in the one who has the possession in the legal as well as the ordinary sense of the word.

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