LEGAL INTELLIGENCE.

Supreme Court of Pennsylvania—Justices Woodward, Thompson, Strong, and Read.

The Philadelphia list, on second calling, was resumed yesterday morning, and the following cases argued:

The Fairmount Passenger Railway Company vs. H. Quicksall, treasurer of the F. P. Railway Company, to the use of S. Megarge. Error to the District Court. This was an action in the court below on a promissory note in the following form:

[3,062.50.] PHILADELPHIA, Nov. 9, 1860.

Four months after date the Fairmount Passenger Railway Company promise to pay to the order of their treasurer, three thousand and sixty-two dollars and fifty cents, without defalcation, for value received.

Payable at the Commonwealth Bank, Philadelphia. MARTIN THOMAS, President.

P. B. WINNING, Secretary.

[SEAL.] Indorsed. HARVEY QUICKSALL.

The defendant alleged that the instrument is on its face of such a character that a person claiming to be the holder, and seeking to recover upon it, is bound to show that the president had power to issue it, and that the company received a consideration for it.

And the defendant further alleged that it was issued by the president and the legal plaintiff fraudulently, and that the consideration was used by the president for his own purposes. And the instrument being under seal, and the plaintiff, therefore, not being in the position of the holder of a bill or note—in other words, not being entitled to recover of Quicksall—the treasurer could not. The defendant argued that if he proved these allegations, there could be no recovery.

The court admitted the instrument without requiring any preliminary proof from the plaintiff.

The defendant proved that the note was sold by a note broker, by order of the president, at a discount of ten per cent.; that Thomas was in the habit of selling such notes at such a discount; that the proceeds were handed to Mr. Thomas, or applied to his use. The broker's scratcher, and a paper alleged to be his memorandum of sale, were offered in evidence to show Thomas' use of the money, but the evidence was rejected.

Thomas was offered as a witness, but was rejected by the court, because he was the owner of stock, though the stock was pledged for a debt far beyond its value.

The admission of the note without any preliminary proof, the rejection of the scratcher and memorandum of sale and of Thomas as a witness, and the charge to the jury, gave rise to the questions before the court, and form the ground of argument here. The court directed the jury to find for the plaintiff, and they returned a verdict in his favor for $3,282.49.

Argued by E. S. Miller for plaintiff in error, and by Hon. John C. Knox for defendant in error.

Chew's Appeal. Non pros. entered.

Steelwagon vs. Jeffries. Error to District Court. Argued by James Lynd, Esq., for plaintiff in error, and by J. O. Longstreth and J. G. Brinckle, Esqs., for defendant in error.

Taylor's Appeal. Commonwealth Bank's appeal and Manufacturers' and Mechanics' Bank's appeal. Appeals from the decree of the District Court. Argued. Appellees, James S. Biddle, Charles A. H. Smith, W. H. Rawle, and Wm. A. Porter, Esqs.

Supreme Court at Nisi Prius—Chief Justice Lowrie.

Hoskins vs. Nichols. Before reported. Verdict for defendant, $276.

Michael Connell vs. Pennsylvania Railroad Co.

District Court—Judge Stroud.

Henry St. John O'Neill vs. The City of Philadelphia. An action to recover an amount that the Commissioner of Highways deducted from plaintiff's bill for cleansing the streets of the Twelfth, Eleventh, Twelfth, and Thirteenth districts. Plaintiff suffered a non-suit.

District Court—Judge Hare.

Shannon vs. Starkey. An action on a book account. Before reported. Verdict for plaintiff for $13,199.19.

Alexander Milson vs. Geo. R. Whitaker. An action to recover the value of 47 shares of the stock of the Warren Foundry and Machine Shop Company. On trial.

Court of Oyer and Terminer and Quarter Sessions—Judge Allison.

Robert Fox, proprietor of Fox's Casino on Chestnut street, was put on trial and convicted yesterday of a charge of larceny of a judgment note for $250. It appears that defendant, in a manner not disclosed, purchased from a Mr. Wolf the theatrical establishment at the Continental Theatre in Walnut street above Eighth, paying therefor $250 in cash and this judgment note. Owing to troubles respecting Wolf's partnership, the defendant and Curran did not occupy the place but one night. When the judgment note came due, the holder, a Mr. Heitzler, sent it to Fox for payment, when he took possession of it, and refused afterward to deliver it, hence this prosecution. The defendant asserts that Wolf was not the owner of the premises, and had no right to sell, and for these reasons they were never put into complete possession of the premises. Much to the surprise of all who heard the case, the jury rendered a verdict of guilty. Joseph Bonham and John P. O'Neill, Esqs., appeared for the defendant, and Mr. William Bull and Charles Mann, Esqs., for defendant.

THE POLICE.

[Before Mr. Recorder Enen.]

The Substitute Business.

Capt. John Reynolds, of Company H, 180th Pennsylvania Volunteers, Col. Peyton, had a further hearing before the Recorder yesterday on the charge of affixing the name of W. F. Bache, United States mustering officer, to the certificate of a soldier mustered into said regiment.

U. S. District Attorney Coffey appeared for the United States, and J. W. Stokes for defence. The suit is brought at the instance of the Judge Advocate General. There was but one witness examined, whose testimony, while it does not allude to the affixing of the signature, throws some light upon other circumstances of the case.

These suits, we learn from the best of authority, are simply the outcome of the Cambria Iron Works affair.

Sergeant Millard sworn.—I am in the service of the United States; belong to the 150th Ohio, Col. Peyton; was in camp at Cambria; Judge Advocate General. There was but one witness examined, whose testimony, while it does not allude to the affixing of the signature, throws some light upon other circumstances of the case.

These suits, we learn from the best of authority, are simply the outcome of the Cambria Iron Works affair.

Sergeant Millard sworn.—I am in the service of the United States; belong to the 150th Cavalry