AZETTE—CITY DEPARTMENT.

PITTSBURGH:

WEDNESDAY MORNING, MAY 21, 1856.

Kansas Aid Association!

President—JOSEPH W. PATTERSON.
Rec. Secretary—R. H. TIMBLE.
Cor. Secretary—EDWARD J. ALLEN.

Those having business with the Society, or desiring information concerning it, apply to either of the above named persons, either verbally or by mail. Office of the Secretary, Second Story, rear Smithfield-st. the Recording Secretary, Fourth street, near Smithfield.

STOCKHOLDERS' MEETING.—The stockholders of the Pittsburgh and Steubenville Railroad held a meeting yesterday morning, at the office of the Company.

On motion Hon. W. M. Howe, took the Chair and called the meeting to order.

On motion Mr. A. Kirk Lewis, acted as Secretary.

The Chair read the call for the meeting.

The President of the company, stated that he and Gen. Moorhead had been appointed a committee to go to New York with a view to lease the road. They had done so, and he submitted a contract entered into by the committees, which is as follows:

This Indenture, made and entered into this 10th day of May, in the year one thousand eight hundred and fifty six, (1856) between The Pittsburgh & Steubenville Railroad Company, party of the first part, and John S. King, of the village of Geneva, in the County of Ontario, and State of New York, and Ambrose W. Thompson, of the City of New York, in said State, parties of the second part, witnesseth:

That the said party of the first part for and in consideration of the covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the parties of the second part and their assigns, to be kept and performed, Have granted, demised, let and leased; and by these presents, do grant, demise, let and lease, unto the said parties of the second part, their executors, administrators and assigns, for the term or period hereinafter mentioned, All the property, land and premises, real and personal estate, known and distinguished as The Pittsburgh & Steubenville Railroad, which is in progress of completion, and all rights of Way and easements of every nature and kind parties of the first part have acquired or may hereafter acquire, and the right to work and use the same together with all the tenements, hereditaments and appurtenances thereto belonging, or-in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in Law as in Equity, of the party of the first part, in and to the above described premises, and every part and parcel thereof with the appurtenances.

And the party of the first part hereby covenants that the said premises are free and clear from all incumbrances, liens and charges of every kind, except as herein expressly stated, and that there are no debts, claims or demands of any kind against the said party of the first part, except such as are herein expressly mentioned and set forth. And the party of the first part further covenants and agrees to issue, pay over and deliver to the parties of the second part, coupon mortgage bonds upon the said railroad and the premises herein before described, to the amount of one million and five hundred thousand dollars ($1,500,000) which shall be payable in twenty-five years from the date thereof, and shall bear interest at the rate of six per cent per annum from such date, payable semi-annually at such place as the parties of the second part may designate.

And the party of the first part also covenants to issue stock in and of the said company (the parties hereto of the first part) to the amount of two hundred thousand dollars ($200,000) and to pay over and deliver to the parties of the second part the same which is or shall be the registered stock of such stock to the full amount thereof, and the party of the first part covenants and agrees to deliver such bonds as aforesaid, to the parties of the second part in monthly instalments, as the work progresses, Provided, That the said monthly instalments shall be in ratio to the time agreed upon for finishing the said road, and work done, and materials furnished and delivered, and to deliver the whole balance of the bonds and stock, if any, when the said Pittsburgh and Steubenville Railroad shall be completed, as is also hereinafter provided; and the party of first part also covenants that they will pay over and deliver to the parties of the second part the whole of said issue of said bonds and said stock at any time when the parties of the second part shall deposit the value or securities for the value of the same, with such parties as may be agreed upon by the parties hereto.

The parties of the second part in consideration of the delivery of said issue of bonds and said stock to them as aforesaid hereby for themselves and their assigns covenant and agree to apply the same to the completion of the Pittsburgh and Steubenville Railroad, including bridges across the Ohio and Monongahela rivers, and to the payment of existing debts and liabilities of said Pittsburgh and Steubenville Railroad Company to contractors and others, to an extent not exceeding three hundred and fifty thousand dollars.

And the parties of the second part also covenant and agree to complete the connexion made between the Pennsylvania Railroad and the Steubenville and Indiana Railroad, by the finishing of bridges and track, within eighteen months after the Pittsburgh and Steubenville Railroad shall be completed as aforesaid, provided no obstacle beyond the control of the parties of the second part shall intervene, and to pay the interest upon the Coupon mortgage bonds to be issued under this agreement as hereinbefore set fourth to the extent of fifteen hundred thousand dollars thereof, and to pay four per cent per annum on fifteen hundred thousand dollars of the stock of said company to the stockholders in the Pittsburgh and Steubenville Railroad company, during the term of this lease, and it is mutually agreed that the said last mentioned payment of four per cent shall be made semi-annually and the first payment of two per cent shall be made on the first day of July in the year one thousand eight hundred and fifty-seven (1857.)

And the parties of the first part further on their part covenant and agree that when this lease shall become binding the said parties of the first part will immediately deliver up to the parties of the second part all the material and equipments of every kind belonging to and upon the line of the Pittsburgh and Steubenville Railroad, and all the money and other securities of said company, represented as amounting to at least one hundred thousand, ($100,000); and that the parties of the first part will assign and deliver to the parties of the second part all debts and rights of action and choses in action, which belong to or are property of the said Pittsburgh and Steubenville Railroad Company.

It is further mutually covenanted and agreed: that this indenture of lease, and the covenants and agreements herein contained, shall be binding upon the Pittsburgh and Steubenville Railroad Company as soon as approved by the stockholders in said company, at a meeting to be called for that purpose, and that this Indenture of Lease shall be binding upon the parties of the second part, in sixty days from the date hereof —unless the parties of the second part shall previously give notice to the parties of the first part that they decline to comply herewith, or that they require a further period of thirty days to comply herewith; in which case the parties of the first part further mutually covenanted that this lease shall continue in full force and effect for the term or period of twenty years from the date hereof, and for the further period of twenty years at the option of the parties of the second part, at an increase of two per cent—making six per cent per annum, upon the aforesaid stock of one million five hundred thousand dollars—and, upon the parties of the second part making suitable provision for the redemption or continuance of the aforesaid issue of bonds, unless the party of the first part shall notify in writing the parties of the second part that the coupons must cease and determine, such notification, if any, to be given at least six months prior to the termination of this lease. The parties of the second part also covenant that, at the expiration of the term aforesaid, for which this indenture of lease is made aforesaid, they will surrender the said railroad and the premises hereinbefore described, and such equipments properly belong to the party of the first part to the said party of the first part, in good running order and condition.

It is further mutually covenanted and agreed: that this indenture of lease is made, subject to a certain contract entered into by and between the party of the first part and the Chartiers Valley Railroad Company, dated April 27th, 1855, and recorded in the office for recording Deeds in Allegheny county, in the State of Pennsylvania, in Deed Book, vol. 119, page 239, Aug. 10, 1855.

It is further mutually covenanted and agreed that, if the parties of the second part shall neglect or fail to pay the aforesaid interest upon the Coupon Mortgage Bonds upon the said railroad as herein before provided, for thirty days after it is due, then and in that case this lease shall be void, and the parties of the first part shall have full power and are hereby authorized to re-enter and take possession of the premises hereby demised, and shall be entitled to and shall receive such damages as they may sustain by reason of such failure and neglect; and if the party of the first part shall neglect or fail to perform any of the covenants and conditions herein set forth to be by the party of the first part performed, then and in such case the parties of the second part shall be entitled to and shall receive and may recover such damages as will compensate the said parties of the second part for such neglect or failure.

In witness whereof the Pittsburgh & Steubenville Railroad Company, parties hereto of the first part, by Isaac Jones and J. K. Morehead, the attorneys and agents of the party of the first part, duly authorized and appointed under, and pursuant to a resolution duly passed at a meeting of the Stockholders of said Company legally convened, on the 14th day of January, 1856, has duly executed and delivered this indenture of Lease, this 10th day of May, in the year 1856—and the parties of the second part, together with the parties of the first part, have hereunto interchangeably set their hands and seals—this 10th day of May, in the year 1856, at the city of New York.

ISAAC JONES,
J. K. MORHEAD, } Ag'ts for P. & S. R. R.
JOHN S. KING,
A. W. THOMPSON.

Mr. Craft moved to proceed to a second reading and consideration of the propriety of ratifying the action of the Committee.

The lease was read a second time.

Mr. Cooper, for the purpose of having the matter fully discussed, offered the following preamble and resolutions:

"Whereas it is by an act of assembly of this Commonwealth, approved the 16th day of March 1856, commissioners were appointed and authority conferred to organize the Western Transportation Company, with power to lease, furnish, equip and operate the Pittsburgh and Steubenville Railroad; and

"And Whereas; at a meeting of the stockholders of said company, convened on the 14th day of January, 1856, the Directors that day elected were urged to lease the road for a term of years to such party or parties as will complete the same in the shortest time and on the most favorable terms—subject to the approbation of the stockholders:

"And Whereas: Messrs. Isaac Jones and J. K. Moorhead being duly appointed for the purpose by the Directors aforesaid, on the part of this company, did on the 10th of May, 1856, execute a lease of the Pittsburgh and Steubenville Railroad to John S. King and A. W. Thompson, subject to the ratification of a meeting of the Stockholders of this company, which lease has been submitted to the meeting.

Therefore, Resolved, that said said lease, so made as aforesaid, is hereby ratified and confirmed, and the Board of Directors are hereby authorized and directed to have affixed to the same the official signature and the seal of the corporation, subject, however, to any modification and alteration, which in the judgment of said Board may be required to give additional strength and effectiveness to said lease, or to enable the contractors more speedily to finish the road and bridges, which modification and alteration the said Board of Directors are hereby authorized and empowered to make.

Resolved—That the capital stock of the Pittsburgh and Steubenville Railroad Company be and hereby is increased, so that the same shall consist of sixty thousand shares—the same being deemed necessary to carry out the true intent and meaning of the act incorporating said company, passed the 24th day of February, 1849.

Mr. Errett, Chairman of the Committee of Councils to represent the stock held by the city, asked a temporary postponement of the consideration of the resolutions and the lease, until the committee could confer with the body which appointed them. A meeting would be called that night, and the committee would then be prepared to act to-day.

Mr. M'Knight thought it unnecessary to refer to Councils, as the committee were clothed with absolute power. He was in favor of adjourning until the afternoon, to give the committee time for consideration. If they could not agree, then a further adjournment might be had.

Mr. Errett said that in the Common Council, of which he was a member, it was expressly reserved that the action of the committee should not be final.

Mr. Cooper was of the opinion that the power rests with the Councils; if they do not consent, the matter is at an end.

The Chair stated that at the recent session of the Legislature, an act to incorporate the Western Transportation Company was passed. He had never seen the act until yesterday, when he discovered he was one of the corporators named therein. If he had known this before, he would not have occupied the position in the meeting he did. He thought a postponement was necessary by the terms of the act, as sufficient notice, as provided in the first section had not been given. He read the section. He thought a notice setting forth the object more fully was necessary.

Gen. Morehead was of the opinion that this meeting was not convened upon the act referred to. They were to consider the lease; and it was for the lessees afterwards to say whether they would act under this Act of the Legislature. If he had seen the clause before, he would have had it inserted in the notice. As every company had a right to use the road or lease, he thought the meeting was properly called — Prompt action was necessary. One of the lessees had his arrangements made to sail for Europe immediately to buy the iron. He was assured, that, although the lease did not bind the lessees to commence operations within sixty days, Mr. King and Mr. Latham would leave New York that same day. Mr. King is a very large contractor, having been concerned in many roads. He would come on at once and commence work. Early action by the meeting was therefore very desirable.

Of the ability of these gentlemen to fulfil their contract he was fully satisfied. They are large operators, wield a great influence in money circles, and they by their action in this matter would inspire faith and confidence in capitalists. Mr. King is a nephew of Moses Ketchum, of the firm of Rogers, Ketchum & Grosvenor, very extensive bankers, in New York. The house was also extensively engaged in the manufacture of locomotives in New Jersey. Mr. Ketchum had always loved his nephew, and he was worth several millions of dollars. Mr. Thompson, was also a large operator.

This contract was safe, because nothing was given until earned. This contract also covered what no other lease or contemplated lease had done—the construction of bridges to connect the Steubenville and Indiana and the Central roads. This determination by Mr. King inspired the speaker with more confidence in him than almost any other fact. Mr. K., wished the road not to be isolated, at the mercy of other roads, for then it would not be productive. The connection must be made, to make the road independent. Nothing could be done without bridges. These built, the route would be the short and great route. The lessees also wished the mortgage bonds convertible into stock, and for that the resolutions were introduced to increase the capital stock so as to include the conversion.

Mr. Cooper, to show that the meeting was properly called, referred to two resolutions passed at the last meeting, in pursuance of which the present meeting was called.

Mr. Craft moved to strike out that part of the preamble referring to the Western Transportation Company, and inserted in lieu of "said" Insert "Pittsburgh and Steubenville" in the second part.

Mr. Cooper accepted the amendment.

Mr. Errett had no doubt a large majority of the councils would adopt the lease. The meeting would appreciate the delicate position of the committee. By taking final action, they thereby imposed the payment of $38,000 this year, and $13,000 per annum for twenty years upon the city.

Mr. Jones, the President, was very sorry that Mr. Errett wished to throw obstacles in the way. If taken to councils the matter might be thrown about for three months, like the Allegheny Railroad for three years question. He suggested that the stockholders now proceed to ballot.—The polls might be kept open for twenty-four hours, to accommodate the committee.

Mr. Errett had no objection to open the polls, and keep them open for twenty-four hours; they could then refer the matter to Councils for their consideration. He withdrew his motion and moved that the meeting proceed to a stock vote.

The motion was adopted, and Messrs. J. S. Craft and W. M. Herah were appointed tellers.

The vote would be "for" and "against" the resolutions of Mr. Cooper.

Gen. Moorhead moved that at one o'clock the meeting adjourn until ten to-day, (Wednesday), and the polls be kept open until twelve to-day (Wednesday). Carried.

The members then proceeded to ballot.

A FINE ESTABLISHMENT.—There are few more popular establishments in the city than that kept by our friend McTighe, corner of Grant and Fifth streets. It is a favorite house with all classes of the community, and pass it when you will, you find it crowded with customers. The secret of this popularity is easily accounted for: Mr. McTighe, along with being a practical business man, has a temper admirably suited for his calling, and his clerks, following the example set them by their employer, are found so attentive, courteous and obliging by the public, that those who visit the establishment once, become permanent customers ever afterwards. Add to this, the fact, that Mr McTighe invariably pays cash for his goods, and buys in the best markets, and you have the secret of his great success and of the reputation which his house has acquired, as being one of the cheapest in which to make purchases in the city. He goes East to-day with a large order, and will return in a few days, when he will open the largest and finest assortment of these articles ever seen in this city.

TO-DAY'S PROGRAMME.—At 9 o'clock this morning, the members of the Associate Synod will organize in Rev. Dr. Rodgers' Church, Allegheny.

THE Horticultural Society will meet at ten o'clock.

The adjourned meeting of the Stockholders of the P. & S. R. R. will be held at 10 o'clock.

THE Committee on Missions of the Associate Reformed Church will meet this evening.

UNAVOIDABLY POSTPONED.—We regret to announce that the second concert of Parodi has been postponed until Friday night, on account of unavoidable circumstances.

However, the bill for that night will be a great one. The Laughing Trio, the last piece on the bill of Monday night will be repeated. It will be remembered by those who were present, that it was encored—a mark of honor we never before saw paid to the concluding song of a programme.

HARVEY GRAHAM BECOMING CRAZY.—Hon. Judge Irwin on the Bench.

Court met at 10 o'clock yesterday, to hear arguments upon the motion for a new trial and in arrest of judgment in the case of the United States vs. James Mason and among vs. James Danford, indicted for counterfeiting coin of the government.

Messrs. Black and Flenniken appeared in behalf of Mr. Mason. The reasons assigned for a new trial in this case are—

1. The Court erred in deciding that the defendant was not entitled to peremptory challenges of jurors in a prosecution for felony.

2. For irregularity in the conduct of the jury in their room.

Mr. Flenniken made an able speech in support of the first reason, and cited the authorities bearing upon the point.

Upon the second reason, he said that little, if any, doubt existed as to the conduct of the jury. They had experimented in their room, by melting one of the counterfeit coins, in order to ascertain at what degree of heat the metal would fuse.

Col. Black followed. He maintained that in the present case the prosecution claimed to deprive them of the right of peremptory challenge by a mere inference. The section under which they claimed, referred to nothing more, than that a case already begun, shall proceed, notwithstanding impediments and obstructions are placed in the way, by the defendant.

John H. Hampton, Esq., attorney for James Danford, (for which case the reason assigned was as above,) remarked to the Court that in addition to what had been said in regard to the right of peremptory challenge by the common law, the Federal Court, being a citizen of the State of Pennsylvania, where the offense (if committed at all) was perpetrated, he had by the statute of this Commonwealth, which had concurrent jurisdiction, the positive right to peremptory challenge. He submitted this point to the Court—whether a defendant was not entitled, in a trial in the Federal Court, having concurrent jurisdiction, to all the rights guaranteed him by the laws of his native State?

Hon. C. Shaler, United States District Attorney, replied to the argument in the above named cases. He read from numerous works bearing on the subject, some of them very ancient, and contended that to claim the common law right of peremptory challenge would necessarily compel the defense to assume common law penalties for such as confession of property. In 1847 and 1848, were referred to. In the latter act the right was confined to capital cases, and not to cases of felony.

Col. Black replied that they were not bound, because they claimed that which was universally conceded in England, to take the penalties which had long since been exploded as barbarous and inhuman.

After the conclusion of the arguments of counsel, his Honor, Judge Irwin, remarked that he had carefully examined all the authorities bearing upon the subject, and had met with nothing to change his opinion as expressed upon the trial. One thing, he observed, had not been adverted to in the argument, viz: the novelty of the claim to peremptory challenges in case of felony. If he had ever been grounds for such an important claim, they would doubtless have heard something about it elsewhere. The presumption was, that the right had never been claimed any where. He was not disposed to introduce any common law principle at variance with the practice of the United States Courts, or at variance with what might be a fair construction of the statute. The defendant had a remedy at the Supreme Court, which he could avail himself of, if he saw fit to do so. The motion for a new trial and an arrest of judgment was overruled.

Judge Shaler asked that the Court proceed to pass judgment upon the defendants. The counsel for the prisoners asked for a postponement for one week, but the Court refused.

THE SENTENCES.

His Honor ordered James Danford to stand up, after which he formally sentenced him to one year's imprisonment in the Western penitentiary. His wife, who sat by him, wept bitterly, and accompanied him from the Court room to his cell in the jail.

James Mason was then called up, and sentenced to an imprisonment of two years in the same institution, and to pay a fine of ten dollars.

COUNCILS.—A special meeting of Councils was held last evening.

Common Council—President Marshall in the Chair.

Members present—Bennet, Brown, Duncan, Dickson, Dalzell, Errett, Evans, Fitzimmons, Gleim, Griffin, Hardman, Hill, Hodkinson, Irwin, Kammerer, Layton, Little, M'Adams, M'Clintock, M'Kelvy, Quinn, Scott, President.

The minutes were read and approved.

The special object of the meeting was to hear a report relative to the meeting of stockholders of the Steubenville Road.

Mr. Errett moved that the rules be suspended and that the two Councils go into joint session to discuss the proposed lease of the Steubenville Railroad, the rules of Councils to prevail in joint session. Adopted.

The action of C. C. was concurred in.

JOINT SESSION.—The object of the meeting was stated by the President of Select Council.

The Express Committee appointed to vote the the city stock in the Steubenville railroad yesterday in their report asked instruction from the councils as to how they shall vote upon the proposed lease.

The lease was read.

After a general interchange of opinion the Select Council returned to the chamber.

Common Council—Mr. Bennett offered the following.

Resolved, That the special committee on the P. and S. R. R. lease be instructed to vote the the stock of the city for its acceptance.

The resolution was read three times and passed.

SELECT COUNCIL.—President McAuley in the chair.

Members present—Alexander, Drum, Jones, Kincaid, Lambert, Murdoch, McCutcheon, Pollock, Smith, Taylor, Varnum, Weaver, President.

The Select Common Council went into joint session, at the conclusion of which a resolution from C. C. instructing the committee to vote in favor of the acceptance of the lease came up.

The yeas and nays were called and resulted as follows:

Ayes — Alexander, Drum, Jones, Lambert, Murdoch, McCutcheon, Pollock, Smith, Taylor, Varnum, Weaver, President 12.

Nays—none.

Action concurred in.

On motion adjourned,

We are not much in the habit of puffing dry good stores, but we really think 'tis no more than doing our duty to our readers when we occasionally advise them where they can procure the cheapest and best goods. When we see one store selling a silk dress for $10 or $12, and another selling just as good for $7,50, we would say, by all means buy from the cheapest. A. McKnight, corner of Grant and Fifth streets, is just the place where a fine silk can be procured for $5 to $7; a fine Mantilla for $2,50, $3,50 and $5; a dress of fine challi for $1,75; the usual price of which is $3,50; and Black Silk, thirty-four inches wide, high lustre and extra heavy at $1 per yard. Where goods are sold at these prices ladies should certainly call.

The Great Russian Remedy.—PRO BONO PUBLICO.—Every mother should have a box in the house handy in case of accidents to the children.

READING ROOMS OPEN TO ALL.

'TIS a fiction remedy or thirty years' standing, and is now extensively prescribed. This is especially the case for Burns, Piles, Boils, Corns, Felons, Chilblains, and Old Sores of every kind. For Fever Sores, Scalds, Sore Breasts, Sore Nipples, recommended by nurses. Whitlows, Ring Worms, Tetters, Blind or Bleeding Piles, Sore Nose, Warts and Fish Worms. It is a sure cure for Scrofula, Salt Rheum, Erysipelas, Ulcers, Fever Sores, Wounds, Bruises, Sprains, Stings of Insects, Chapped Hands, Sore Lips