Pittsburgh Gazette.

OFFICIAL PAPER OF THE CITY.

THURSDAY MORNING, NOV. 1, 1860.

CITY AFFAIRS.

Republican Naturalization Committee,

ROBERT P. M'DOWELL, Chairman.

C. L. Magee,	S. Palmer,
E. S. Wright,	A. M. Brown,
Jacob Siegle,	Thos. P. Wilson,
J. G. Sackett,	W. Meek,
John A. Sargeant,	William Owens, jr.
J. Sutherland,	Kennedy Marshall.
W. J. Richardson,	

Office, 144 Fourth Street, at which one of the Committee will be in attendance every morning at ten o'clock.

METEOROLOGICAL Observations for the *Gazette*, by G. J. Shaw, Optician, 88 Fifth St.—corrected daily:

	IN DOOR.	IN SHADE.
9 o'clock, a. m.	70	54
12 " m.	88	66
3 " P. M.		61
Barometer		29 6-10

CITY TAXES.—This is the last day for City Taxes and Water Rents, at the Treasurer's office. On all taxes not paid to-day, five per cent will be added and the accounts placed in the hands of collectors for collection.

SUPREME COURT.—Chief Justice Lowrie and Judges Woodward, Thompson, Read and Strong on the Bench.

Wednesday, Oct. 31.—Court met at 9 a. m.

Foorman vs. Kilgore; error to Westmoreland. Argument continued by Foster for defendant in error and Cowan contra.

Read from Madison to Adamsburg road, error to Westmoreland. Argued by Laird for complainant and by Coulter contra.

Farey vs. Anderson's administrators; error to Westmoreland. Argued by Foster for plaintiff in error; Court declined hearing Coulter contra.

Elliott vs. Flanegan; error to Westmoreland. Argued by Cowan for plaintiff in error and by Coulter contra.

Philip S. Noon, of Cambria county, was, on motion of R. L. Johnson, Esq., duly admitted and qualified to practice in this court.

Gaius vs. St. Clair; error to Cambria. Mr. White, for plaintiff in error, suggests diminution of record and moves for certiorari and condemnation. Motion allowed and cause continued.

Pittsburgh & Connellsville R. R. Co. vs. Dumm; error to Westmoreland. Argued by Sewell for plaintiff in error, Cowan and Foster contra, and closed by Stokes for plaintiff in error.

Cole et al. vs. Reynolds; error to Westmoreland. Argued by Foster for plaintiff in error. Court declined hearing Cowan contra.

Dunman et al's appeal; error to Cambria. Argued by Fenlon for appellants and by Kittell contra.

DISTRICT COURT.—The case of Eaton vs. Horne went to the jury yesterday, and a verdict was found for the plaintiff. The evidence of Mr. Shea, brother-in-law of defendant, was recapitulated to the jury as being of great moment in its bearing upon the merits of the case. He testified that Eaton & Horne, who had been partners in another business on Market street, had just signed articles of dissolution, and the former proposed to the latter to buy the interest in the bucket and tub factory, giving as a reason for wishing to sell that he desired to have his hands clear so as to be ready at any opportunity to embark in another business. Horne replied that he did not know the condition of the concern and desired to ask about buying Eaton's interest. Upon this, Eaton and Mr. Bailey, another partner in the bucket and tub factory, went up stairs and made out a written statement, showing the indebtedness of the concern to be somewhat more than $8,000. Afterwards Horne agreed to buy on Eaton's terms, on condition, Mr. Shea says, that the debts did not exceed the figure given.

To rebut this testimony, proof was offered that Horne, subsequently to the written agreement, had treated Eaton's interest in the factory as his own, and had offered to sell it, observing he could get the papers at any time. Evidence was also adduced for the purpose of showing that Horne had never alleged misrepresentation until after the present suit was brought. Defendant's counsel, however, referred to a statement contained in Mr. Shea's evidence to the effect that Horne had made objections on this score when urged to comply with the agreement.

The court stated to the jury that no advantage could be taken by defendant of any misrepresentation in regard to matters equally open for information to either party, provided there was no express guarantee that these facts were as alleged. A man is expected, when he makes a bargain, to make full examination, and not rely on the vendor's statement, who is always interested to put a plausible a face on the bargain as he can. The Court respectfully submitted to the jury whether the terms of the written agreement so as to include every particular of the bargain. If they did, courts would have very little trouble in enforcing them. Had there been a stipulation in the present article that the debts were not to exceed the sum at which they were estimated by Eaton and Bailey, the court would never have been called upon to decide any controversy of the parties to them.

COURT OF QUARTER SESSIONS.—Before Judges M'Clure, Adams and Parke.

Wednesday, Oct. 31.—The perjury case (Comm. vs. Jas. N. McLeese) occupied this court during the whole sitting to-day. The testimony was extremely voluminous and the most of it commulative, so that it will be better to give an abstract of it.

The prosecution, as is known, grew out of a previous prosecution for larceny, begun by the defendant in the present case against those who were defendants in the former. McLeese charged Cushey and Donaldson with stealing his hogs; they were tried, and a verdict of acquittal rendered. Believing that McLeese had made his information against them from bad and corrupt motives, either knowing that the facts set forth in it were not true or wantonly entertaining a suspicion that they were true on slight grounds, they had him indicted for perjury.

About a half dozen witnesses were put on the stand to prove that the hogs which Cushey and his companions had killed were bought from a tavern keeper named Chambers. During that winter Cushey had 7 hogs, 5 of which were bought from the person mentioned and 2 from a man named Nicholson. One of these he killed the "fore end of December, 1859." The next killing was on the 2d of January, 1860, when the hogs were butchered in the presence of several persons, all of whom were put on the stand. These two hogs were those alleged in the information to for larceny to have been stolen from McLeese. Three witnesses stated that the latter time of purchasing them from Chambers they were hauled by burning a hole through the ear the same evening they were brought home, which was early in December, 1859. They were black and white in color, and only weighed from 40 to 60 lbs. They were bought for a dollar, so that their six months to have been very large. The hogs of McLeese were much heavier and differently marked, one having a sandy spot on the back.

One witness stated that he met McLeese one day while he was searching for his hogs, and told him that those in Cushey's pen were "the large hogs." McLeese replied, "They are not mine;" bones were taken from the woods and mine; bones were taken from the woods and mine;

Mr. Hasbrouck, who, together with Mr. Hampton, appeared for the defendant, contended that the information upon which the charge of perjury had been based, had not been proved to the jury had been based, had not been proved to have been in the words of the defendant—and it had been proven that reasonable grounds for the information had been received by defendant in the statement of others.

The following witnesses were then called to prove the truth and veracity of defendant: John Risher, John O'Neil, Wm. Whigham, Samuel Risher, Wm. M'Gohery, Dr. Blackburn, Patrick Witten, Wm. M'Gohery, Dr. Blackburn, George Rhodes, James Calhoun, Wm. M'Kee, George Rhodes, James H. Snodgrass and James Snodgrass, jr. The principal witnesses for the defence was David M'Michael, who testified as follows:

I live at Saw Mill Run; removed there from Mifflin township, about two months ago; in the month of January, last was at Cushey's and saw them killing hogs; one had been slaughtered; he ask'd me to stick the other, which I did; Donhe ask'd me to stick the other, which I did; Donhe ask'd me to stick the other, which I did; Donhe