CITY AND SUBURBAN.

LOCAL NEWS ON FIRST AND THIRD PAGE

COURT REPORTS.

Railroad Cases in the District Court—Actions for Damages—Verdict for $8,500—Judgment of Non-Suit Allowed.

In the District Court, during last week and yesterday, Judge Hampton was sitting on the trial of the case of Rowan and wife vs. the Cleveland and Pittsburgh Railroad Company. The case was tried with more than ordinary care and ability, and the Court in its charge took occasion to refer particularly to the latest decisions of the Supreme Court of the state on the questions involved. The counsel engaged were Messrs. Trevnan M. Marshall and A. M. Watson for the plaintiffs, and S. Schoyer, Jr., for defendants.

It was an action of trespass on the case brought by the plaintiffs as husband and wife, in right of the wife, to recover damages for the death of her son by a former husband, which, it is alleged, was caused by the servants and employees of defendants. The facts elicited from the evidence were, that, in August, 1865, the deceased, a young man named Henry Hallock, was a passenger on the Accommodation Train of the Pittsburgh, Fort Wayne and Chicago Railroad Company, which was passing down their road, and stopped at Edgeworth station (about three o'clock in the afternoon), where he got off the cars, and, just as the train was leaving the station, he started to go across the other track to the station house, where his uncle lived, and where he was staying temporarily, when the Cleveland Express train, belonging to defendants, came up on the track he was crossing, and struck him, inflicting an injury from which he died in about three hours. A public township road crosses the track of the railroad at grade at the point, and the deceased was on this public crossing at the time of the collision.

The allegations brought up the usual question of negligence in its various aspects. First, was the death caused by the mutual negligence of both parties, i. e., did the negligence of the deceased contribute in any degree to the injury? If so, the plaintiff could not recover. Second, if the deceased was not guilty of any negligence, which contributed to the death, was the collision caused by the negligence of the defendants? If so, they are responsible and the plaintiff entitled to recovery. But if the defendants were not guilty of negligence, they are not responsible and plaintiff not entitled to recover.

Judge Hampton first considered the rights and duties of the parties respectively as defined by the well settled rules of law. After discussing particularly the locality where the accident occurred, he quoted from the opinion of the Supreme Court of the state of the Pennsylvania Railroad Company vs. Hershman (13 Wr. 60) at so, from the very last case on this subject, the Pittsburgh, Fort Wayne and Chicago Railroad Company vs. Evans, where the collision occurred at the intersection of one of the public streets of Allegheny city with that railroad.

Judge H. instructed the jury in accordance with the rule of the supreme Court that if deceased did not look out and listen for the train before he attempted to cross the track, this was culpable negligence on his part, and that if he failure to do so contributed to his death, then the verdict should be for the defendants; also that if the view of the track was obstructed by the departing train, or its noise prevented him from hearing the approaching train, and if by waiting two or three minutes he could have seen or heard that train, it was his duty to wait that short space of time, and not to do so was negligence in him. The jury were also instructed as to the liability of defendants. If the plaintiffs were entitled to recover it would be for the damage done in producing the death of the son. And this was to be estimated by the pecuniary value to the mother of his services during his minority, and after he would have reached majority, a period of two years, and seven months, after deducting expense for boarding, clothing, washing, &c., during that time, and also for the expenses of the funeral and any medical attention given him during the two or three hours he lived after the injury. The Court could see no evidence of any such "wantonness, violence, or gross negligence, evincive of moral turpitude," as would justify the giving of exemplary or vindictive damages—nothing be-ond compensation under the rule referred to.

The jury, after an absence of less than an hour, returned a verdict in favor of plaintiff for the sum of three thousand two hundred dollars.

ANOTHER RAILROAD CASE.

E. A. King vs. Pittsburgh, Fort Wayne and Chicago Railway Company. Plaintiff's counsel sought to recover, for the services of his son, of which he was deprived, as alleged, through the negligence of defendants. In August, 1864, plaintiff's son, with other boys, got on board a cattle train standing in motion, at the cross-ing on the east side of Liberty street, Allegheny City, and made his way over the West Common, beyond the bridge over Ohio street, where he got off and awaited the approach of a train coming from the west, upon which to ride back. As the train came up he got upon a pile of ties, between or near the tracks, and his foot slipped, causing one or more cars or wheels to pass over it. The injury was of such a nature as to require the amputation of the left leg six inches below the knee. Furniture & Son appeared for the plaintiff, and Lowrie & Son for defendants.

After the plaintiff had rested his case, defendants' counsel moved for judgment of non-suit, on the ground first, that there was no evidence whatever of negligence on the part of defendants to which contributed to the injury of plaintiff's son; and second, the evidence showed the injury was caused by the negligence of plaintiff's son.

Per Curiam.—The motion for non-suit is allowed, with leave to plaintiff's counsel to set the same aside.

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128. John B. Kennedy vs. T. B. Updike; jury sworn.
131. Richard Perry vs. Theodore Frank.
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Business Meetings Advertised in the Gazette.

In obedience to the request made by the Board of Trade, His Honor, Mayor McCarthy, calls a meeting of the business men, interested in the improvement of the western rivers, to assemble at the Board of Trade Rooms, on the evening of next.

The annual meeting of the Connellsville and Broadtop Railroad Stockholders, will be held at the office of the Company, No. 20, South Third street, Philadelphia, on Wednesday March 11th.

The annual meeting of the Stockholders of the Pittsburgh Planing and Moulding Company, the Union Repairing and Storing Company, the Union Repairing and storing Company, will be held at their office on Monday, March 11th, for the election of officers to serve the ensuing year.

The regular annual meeting of the Stockholders of the Allegheny Valley Railroad Company, will be held at the office of the Company, will be held at the office of the Company, corner of Pike and Canal streets, this morning at eleven o'clock, for the election of a Board of Managers to serve the ensuing year, and to transact such other business as may be presented.

The annual meeting of the stock and bondholders of the Pittsburgh, Fort Wayne and Chicago Railway Company for the election of directors and such other business as may come before it, will be held at the office in this city, on the third Wednesday (21th) of March, at ten o'clock, A. M. The stock and bond transfer books of the Company, at their office in the city of Pittsburgh and at the Transfer Agency, in the city of New York, will be closed on the fourth day of March, at 2 P. M., and remain closed until the 21st day of March thereafter.

An election for President, Managers and officers of the Company for ensuing a bridge over the Allegheny river, opposite Pittsburgh, in the county of Allegheny, will be held at the Toll House, at the south end of the bridge, on Monday, the 4th day of March next, at the hour of two o'clock, P. M.

The annual meeting of the stockholders of the Triumph Oil Company will be held at their office, No. 27 Wood street, on Monday, March 4th, at three o'clock, P. M., for the purpose of electing officers to serve during the ensuing year, and the transaction of such other business as may come before the meeting.

The annual meeting of the Pittsburgh Refiners' Association, for the election of officers, will be held at their room, in Daisell's Building, Duquesne Way, this afternoon at three o'clock.

Released.—Some days ago, Edward Scott of East Birmingham, was held to bail by Justice Ammon, of East Birmingham, to answer at Court a charge of larceny, preferred against him by a colored man, named Ewin Reed. He was subsequently arrested on a bail piece and committed to jail. Yesterday he obtained new bail and was released from confinement.

Threats to Kill a Peddler.—Arthur Donnelly, a peddler, made information before Alderman Nicholson on Saturday, against James Moran, charging him with surety of the peace. He alleges that the defendant threatened him with all sorts of violence, and capped the climax by promising to kill him. The defendant was arrested and held for Court.

PH. R. MERTZ,

Banker and Broker,

118 Wood St., near corner of Fifth.

All descriptions of Government Bonds bought and sold on liberal terms.

London and Continental Exchange sold at New York rates.

Gold, Silver and Coupons bought at highest rates. Gold Drafts issued on New York.

FINANCE AND TRADE.

OFFICE OF THE PITTSBURGH GAZETTE, } MONDAY, February 24, 1867. }

The following are the New York stock quotations for to-day: Gold, 137¾@138¾; 1881 bonds, 110¾; Five Twenties, old, 111¼; Five Twenties, '65, 108¾; do new, 109¾; Seven Thirties, 105¾. Michigan Southern & Lake Shore, 79½; Cleveland and Pittsburgh, 89½; Pittsburgh, Fort Wayne & Chicago, 96½; Erie, 46¼; Western Union Telegraph Company, ——; Chicago and Northwestern, 53½; do preferred, 65. New York Central, 103½; Pittsburgh, Fort Wayne and Chicago Railroad Company, which was passing down their road, and stopped at Edgeworth station (about three o'clock in the afternoon), where he got off the cars, and, just as the train was leaving the station, he started to go across the other track to the station house, where his uncle lived, and where he was staying temporarily, when the Cleveland Express train, belonging to defendants, came up on the track he was crossing, and struck him, inflicting an injury from which he died in about three hours. A public township road crosses the track of the railroad at grade at the point, and the deceased was on this public crossing at the time of the collision.

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JAMES DALZELL & SON,

69 and 70 Water Street,

LARD OIL MANUFACTURERS,

And dealers in CRUDE, LUBRICATING and CARBON OILS.

We manufacture our No. 1 Lard Oil equal to the best Carbon Oil constantly on hand.

Crude Oil as low as Cincinnati or Chicago rates.

Straight Creek Lubricating and standard brands of Carbon Oil constantly on hand.

Refiners and manufacturers will find it to their interest to give us a call before ordering their Lard Oil from the West.

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MARKETS BY TELEGRAPH.

New York Financial Matters.

NEW YORK, February 23.—Money market steady at 6@7 per cent. for call; Sterling firm at 9½@9, first bill. Gold without decided change, Opening at 138, declining to 137¾, closing at 138¾. Government stocks less active and 3@½@¼ lower. Freights to Liverpool easier and scarcely so firm.

Weekly Bank Statement.—Loans, $307,823,963; Increase, $1,273,170; Circulation, $23,006,151; Increase, $1,273,170; Legal Tenders $23,154,965; Decrease, $69,838; Specie, 12,512,456; Decrease, $1,468,941; Deposits, $185,420,347; Increase, $2,318,655.

The railway market was steady at the first Open Board. In the stock exchange there was a moderate business. After the first session the market was heavy and low-er. Rock Island fell to 95¾, owing to the failure of the Rock Island bridge bill in Congress. Government securities were dull and heavy. Gold closed at 138¼. Sterling is steady and firmer at 9½@9¾ per cent. Money is easy at 6@7 per cent. Bonds dull and nominal.

Government and miscellaneous stocks firm, but rather faint. The Stock market was firm at the one o'clock board, and was fractions better at the second board. It was firmer at last open board, and strong except former steamship shares. Pacific fell to 125¾ and Atlantic to 81, under more pressure to sell. The prices at 4.30 P. M. were as follows:

U. S. 6's, 1881	110¾	Cumberland	34
U. S. 5-20's, 1865	110¾	Quicksilver	34½
U. S. 5-20's, 1865, new	108¾	Pacific Mail	125¾
U. S. 5-20's, 1867	108¾	Reading	100@100½
U. S. 10-40's	104¾	Michigan Southern	79½
Virginia 6's	54	Illinois Central	130@130½
Missouri 6's	85	Cleveland & Pittsburgh	89½
Canton	38	Chicago & Rock Island	95¾
Cumberland Preferred	45	Pittsburgh & Fort Wayne	96½
New York Central	103½	Western Union Telegraph	46¾
Erie	46¼	Ohio Certificates	23½
Hudson	130½	Atlantic Mail	82¾
Michigan Southern	79½	Ontario	26
Illinois Central	130@130½	Toledo	73½
Chicago & Rock Island	95¾	Wabash	34
Pittsburgh & Fort Wayne	96½	Fort Wayne	90
Chicago & Northwestern	53½	Illinois Certificates	74
Chicago & Northwestern preferred	65	Northwestern Preferred	65
New York Central scrip	103	Pacific Mail scrip	125

New York Cattle Market.

NEW YORK, February 23.—Receipts—4498 beeves; 10670 sheep and lambs, and 17750 hogs. Receipts of cattle supply is diminished by the heavy fall now; last weeks prices were firmer, and up to Friday were 16@2c. Cattle came in selling full, with 1@c improvement on the preceding week; the quality being pretty good; some premium cattle sold as high as 17@18c; none brought less than 15½@16c, with some fair to good at 14@15, and good to prime at 15@16. On Monday there was offered about 1800 head of good average grade, which in view of the light supply, held at higher figures, buyers not being willing to pay in advance when asked, but finally compromised at an advance of almost 1@c; still no particular activity was observable and all holders were complaining of the prices, poor to medium, 10@11½; fair to fair, 11½@13; good steers and medium to fair, 13@14; prime steers, 14@15; the fat oxen, 15@16c; average prices, majority were at 14@15½; average prices, 15¼. A few choice being sold at 17@17½. The demand for sheep has been very lightly supplied to-day, the market being pretty strong at about 8c, as reported on 1461 weeks. A few sheep sold at 10c; we quote common to fair sheep, at 7@8c; good to prime, 9@9½; to fair sheep, at 7@8c; prime, 9½@9¾; extra, 9@9¾. Lambs nominal; Robert H. Shinn sold during the week, 1074 sheep and lambs, for 44,350 lbs, average per head 93 lbs, at 9½@9¾c average per head 8 sing lambs, for 44,350 lbs, average per head 93 lbs, at 9½@9¾c. Samuel McGraw reports sales of 302 sheep and lambs, for 27,000 lbs, average 89@92 lbs, at 9½@9¾c. Kinsley, at O'Brien, reports the sales of 1273 common sheep and lambs, at 7½@8½c per pound; average per head being 76@80 lbs. Robinson & Robinson sold at Hudson City, 1257 sheep and lambs, at 9½ at Hudson City, 1257 sheep and lambs were sold at 8@9½c; average per head, 80@82 lbs. Swine market ruled unsettled, but prices toward the close showed an improvement, in consequence of the light receipts; quotations: live best, 8½@8¾; light fair to good, 8½@8¾; common, 8@8½; grassers, 10@10½c.

New Orleans Market.

NEW ORLEANS, February 23.—Cotton easier; sales of 4,500 bales middling at 20½; receipts, 6,020; exports, 1,200 bales. Sugar easier; fair 12½c. Molasses 76@80c. Flour dull and easier; superfine $11,50@12; extra, $12,50@13,50; family, $14@15. Corn steady at $1,00. Oats dull; sales 500 bushels at 70c. Corn dull; sales 500 bushels at 85c cash. Barley active; sales of 2,000 bushels at $1,50@1,60. Bran unchanged. Clover seed quiet; sales 1,000 lbs at $7,25. Contraband dull and nominal.

Buffalo Market.

BUFFALO, February 23.—Flour moderately active; No. 1 Lard Oil equal to the best Carbon Oil constantly on hand.

Crude Oil as low as Cincinnati or Chicago rates.

Straight Creek Lubricating and standard brands of Carbon Oil constantly on hand.

Refiners and manufacturers will find it to their interest to give us a call before ordering their Lard Oil from the West.

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NEW YORK, February 23.—Receipts—4498 beeves; 10670 sheep and lambs, and 17750 hogs. Receipts of cattle supply is diminished by the heavy fall now; last weeks prices were firmer, and up to Friday were 16@2c. Cattle came in selling full, with 1@c improvement on the preceding week; the quality being pretty good; some premium cattle sold as high as 17@18c; none brought less than 15½@16c, with some fair to good at 14@15, and good to prime at 15@16. On Monday there was offered about 1800 head of good average grade, which in view of the light supply, held at higher figures, buyers not being willing to pay in advance when asked, but finally compromised at an advance of almost 1@c; still no particular activity was observable and all holders were complaining of the prices, poor to medium, 10@11½; fair to fair, 11½@13; good steers and medium to fair, 13@14; prime steers, 14@15; the fat oxen, 15@16c; average prices, majority were at 14@15½; average prices, 15¼. A few choice being sold at 17@17½. The demand for sheep has been very lightly supplied to-day, the market being pretty strong at about 8c, as reported on 1461 weeks. A few sheep sold at 10c; we quote common to fair sheep, at 7@8c; good to prime, 9@9½; to fair sheep, at 7@8c; prime, 9½@9¾; extra, 9@9¾. Lambs nominal; Robert H. Shinn sold during the week, 1074 sheep and lambs, for 44,350 lbs, average per head 93 lbs, at 9½@9¾c average per head 8 sing lambs, for 44,350 lbs, average per head 93 lbs, at 9½@9¾c. Samuel McGraw reports sales of 302 sheep and lambs, for 27,000 lbs, average 89@92 lbs, at 9½@9¾c. Kinsley, at O'Brien, reports the sales of 1273 common sheep and lambs, at 7½@8½c per pound; average per head being 76@80 lbs. Robinson & Robinson sold at Hudson City, 1257 sheep and lambs, at 9½ at Hudson City, 1257 sheep and lambs were sold at 8@9½c; average per head, 80@82 lbs. Swine market ruled unsettled, but prices toward the close showed an improvement, in consequence of the light receipts; quotations: live best, 8½@8¾; light fair to good, 8½@8¾; common, 8@8½; grassers, 10@10½c.

New Orleans Market.

NEW ORLEANS, February 23.—Cotton easier; sales of 4,500 bales middling at 20½; receipts, 6,020; exports, 1,200 bales. Sugar easier; fair 12½c. Molasses 76@80c. Flour dull and easier; superfine $11,50@12; extra, $12,50@13,50; family, $14@15. Corn steady at $1,00. Oats dull; sales 500 bushels at 70c. Corn dull; sales 500 bushels at 85c cash. Barley active; sales of 2,000 bushels at $1,50@1,60. Bran unchanged. Clover seed quiet; sales 1,000 lbs at $7,25. Contraband dull and nominal.

Buffalo Market.

BUFFALO, February 23.—Flour moderately active; No. 1 extra Lard Oil equal to the best Carbon Oil constantly on hand.

Crude Oil as low as Cincinnati or Chicago rates.

Straight Creek Lubricating and standard brands of Carbon Oil constantly on hand.

Refiners and manufacturers will find it to their interest to give us a call before ordering their Lard Oil from the West.

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PITTSBURGH ROPE WORKS.

MARSHALL, FULTON & SOLLMAN,

Only Manufacturers in the West of

HEAVY CORDAGE,

Suitable for Steam and Coal Boats.

HAWSER LAID OIL WELL ROPE.

Tarred Ropes for Coal Rafting.

HEMP OAKUM AND PACKING.

CAULING CUTTERS, &c., &c.

Warehouse, 114 and 116 Water Street,

Near Monongahela House.

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STEAMBOATS.

FOR NEW ORLEANS.

The New, Magnificent and Mammoth

LOVV PRESSURE

Steamer,

"GREAT REPUBLIC,"

W. B. DONALDSON, Commander,

WILL COMMENCE

Receiving Freight for

MEMPHIS,

VICKSBURG, and

NEW ORLEANS,

ON MONDAY, FEBRUARY 25th.

AND LEAVE AS ABOVE ON

Thursday, March 14th, 1867,

POSITIVELY.

1867. 1867.

PITTSBURGH AND ST. LOUIS Packet Line.

The following are the officers composed of the following named steamers:

KATE PUTNAM,	LORENA,
ARMENIA,	MAMMOTH HEIFER,
CHAS. BRAKE No. 6,	TOM CHEEK,
KATE PUTNAM,	ALEX. HENDERSON,
CUMBERLAND,	SILVER CLOUD No. 2,
BELLEVERNON,	CHAS. BRAKE,
ECLIPSE,	SHERMAN,

One of the above boats will leave for St. Louis every SATURDAY and WEDNESDAY (Sundays excepted), at 4 o'clock P. M., and every MONDAY, WEDNESDAY and FRIDAY, at 10 A. M., when completed through to all points on the Upper Mississippi, Illinois River Packet Co., Illinois River Packet Co., Missouri River Packet Co., Illinois River Packet Co., and Upper Mississippi Packet Co.

For freight or passage apply on board, or to JOHN FLACK, Agent.

FOR CINCINNATI AND LOUISVILLE WITHOUT BREAK.

SHIPPING—Regular Packets.

Will leave for the above and all intermediate ports on WEDNESDAY, Feb. 27, at 4 P. M.

For freight or passage apply on board.

JNO. FLACK, Agent.
J. D. COLLINGWOOD,

FOR NASHVILLE.

The fine passenger steamer

AMAZON,

Capt. J. H. GOLDING, Will leave for the above and all intermediate ports on SATURDAY, Feb. 23, at 10 o'clock A. M.

For freight or passage apply on board.

FLACK & COLLINGWOOD, Agents.

FOR THE GOLD MINES OF MONTANA AND IDAHO.—The steamer

IOA STOCKDALE,—Capt. GRANT MANN, Will leave for Benton, Montana, on the 27th inst. Will have quick dispatch. For freight or passage apply on board, or to CHARLES BARNES, Agents.

REGULAR WEEKLY PACKET.

LEAVING EVERY WEDNESDAY AT 12 M. —The first and commodious steamer

ARGUS,

Capt. LEWIS VANDEGRIFT, W. H. Scott, Clerk. For freight or passage apply on board or to W. Coles Scott, Agent, Cairo, Illinois.

Agents also for the splendid packets, the

CHAR. BARNES.

FOR GALENA AND DUBUQUE DIRECT.—The new side-wheel steamer

DUBUQUE,

Capt. J. W. PARKER, Will leave for the above and all intermediate ports on SATURDAY, Feb. 23, at 4 P. M.

For freight or passage apply on board or to JOHN FLACK, Agent.
J. D. COLLINGWOOD,

FOR ST. PAUL DIRECT.—The new side-wheel steamer

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J. D. COLLINGWOOD,

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BOOTS AND SHOES.

GREAT REDUCTIONS

IN PRICES

OF

BOOTS, SHOES AND GAITERS,

AT

THOMAS H. PHELPS',

46 Smithfield Street.

Between Third and Fourth Streets.

SPECIAL REDUCTION,

ON WINTER BOOTS, MISSES, GAITERS, BALMORALS, POLISH BOOTS AND GUMS

must be closed out.

Now is your chance for Bargains, at

J. H. & W. C. BORLAND,

No. 89 Market street, 2d door from Fifth St.

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COOPER FIELDING. JOHN FIELDING

C. FIELDING & BRO.,

Manufacturers and Dealers in

Custom Made BOOTS, SHOES & GAITERS,

No. 140 Ohio St., Allegheny.

Repairing promptly executed on the shortest notice. ja?-1?67

NOTICE TO OWNERS OF DRAYS, HACKS, &C.

Notice is hereby given to all owners of Wagons, Drays, Carts, Carriages, Buggies, or other vehicles residing or non-residents in the City of Pittsburgh, to pay their licenses at the Treasurer's office of the City of Pittsburgh, forthwith, in accordance with an act of Assembly, passed March 3, 1865, and an ordinance of Select and Common Councils of the City of Pittsburgh, passed April 16, 1866.

All Licenses not paid on or before May 15, 1867 will be placed in the hands of the Chief of Police, for collection, subject to his fees for same, for the collection thereof, and the persons who neglect or refuse to take out license before the expiration of the time specified by the Mayor, double the amount of the license fees must be collected. The following is the rate of license, as returned at the time the Licenses are taken out, or pay 25 cents therefor:

RATES OF LICENSE.

Each One Horse Vehicle	$ 7 50
Each Two Horse Vehicle	12 00
Each Four Horse Vehicle	15 00
Each Horse and Cart	10 00
Truckmen and Timber Sleds (each)	10 00
Each Horse used in addition to the above rates	5 00
Each Dog	1 00

By order of Select and Common Councils.

Attest: D. McPHERSON, Clerk of Select Council.

GEO. D. RIDDLE, President of Common Council.

Attest: ROBERT DILWORTH, Clerk of Common Council.

fe?2

ORDINANCE increasing the

An ordinance to amend an ordinance entitled "An ordinance to regulate the width of the sidewalks on River Avenue."

SECTION 1. *Be it ordained and enacted by the Select and Common Councils of the City of Allegheny, and it is hereby ordained and enacted by authority of the same,* That the width of the sidewalks on River Avenue, between Sandusky and Ohio streets, shall be twelve feet.

SEC. 2. That so much of any ordinance as may be inconsistent herewith, and the same is hereby repealed.

Ordained and enacted into a law, this fourteenth day of February, Anno Domini, one thousand eight hundred and sixty-seven.

JAMES McMURER, President of Select Council.

Attest: D. McPHERSON, Clerk of Select Council.

GEO. D. RIDDLE, President of Common Council.

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RIVER NEWS.

The river is again rising at this point with eleven feet in the channel by the Allegheny marks last evening. The rise, we believe, is mainly in the Allegheny, and from this it would seem that their have been additional rains at its head waters. The weather yesterday was cloudy and raw with indications