CITY AND SUBURBAN.

LOCAL NEWS ON FIRST AND THIRD PAGES

COURT REPORTS,

District Court.

Before Hon. Moses Hampton.

DOLLAR SAVINGS BANK.

J. H. Baldwin, Esq., presented a certificate of J. B. Meeds, Secretary of Dollar Savings Bank, setting forth that at a stated meeting of the Board of Trustees of said Bank, held on the 8th instant, Robert C. Loomis having received seventeen votes, and Ormsby Phillips thirteen votes, were elected Trustees in place of John Orr and William Douglass, whose seats had been declared vacant at a previous meeting of the Board. The Court ordered the publication of the election for one week, with leave to Mr. Baldwin, as Solicitor of the Bank, to move for its confirmation.

COAL DIGGERS VS. PIT OWNER.

Daniel Sweeny vs. N. J. Bigley. Plaintiff represented that he bargained with defendant to dig so..l in his coal pit at the rate of five cents per bushel, coal so dug to be drawn or hauled out of the pit in cars or wagons, which were furnished by defendant and represented as holding twenty-nine bushels each, whereas, in truth and in fact, the cars or wagons so furnished were required to be filled up, or "heaped," and held on an average thirty-six bushels and more, each, and that although by the requirements of Act of Assembly the cars or wagons should have been measured and branded by the sealer of weights and measures for Allegheny county, which were furnished by defendant and neglected to have this done, it was further averred that from November 1st, 1866, until March, 1866, the defendant misrepresented the quantity of coal dug in his mine, in the manner stated, and thereby defrauded the plaintiff, depriving him of the benefit and advantages which he might otherwise have derived from his wages, and whereby he had been damaged to the extent of about two hundred dollars, in which amount the plaintiff claimed the defendant was justly indebted to him.

For the defence it was admitted that the plaintiff was in the employ of defendant as a miner of coal, and that the price of digging was as stated, the number of bushels to be ascertained by the number of cars; but it was claimed that the cars of defendant were measured and branded as containing twenty-nine bushels, by the official measurer, and also that such was the capacity of the cars; that this the plaintiff knew when he entered the defendant's employ, and that the contract between the parties and their course of dealing had reference to such official measurement, and the quantity of coal for which the plaintiff was to be paid was to be ascertained and determined by the number of cars mined by him; that during the time the plaintiff was in the defendant's employ there were numerous settlements, and always by the cars; and when the plaintiff's counsel to work for the defendant, there was a final settlement, and the plaintiff paid in full, and all that he claimed.

Evidence was adduced, for the plaintiff that the cars of the defendant, although branded to contain twenty-nine bushels, contained fully thirty-six bushels when "heaped," as was required; also, that some of the cars had been "cut down," or the board on the inside of the cars at the sides at the top had been shaved off, which increased the capacity of the wagon, although in fact this there seemed to be some difference of opinion; also that the capacity was increased by the bulging out of the end gate. There was also some evidence offered as to the screening process. It was stated that the proportion of nut coal to each car was five to six bushels, which was screened at the mines; that the difficulty which occurred between the defendant and his miners—the miners claiming that as defendant proposed to reduce the price of digging one cent, per bushel, he should make a proportionate reduction in the price of digging nut coal, per bushel, and maintaining a selfish silence concerning the passed between the plaintiff and the defendant. The former claimed pay for one measure, the cars, as he believed, containing more than the legal mark, when the latter said that he (the plaintiff) was not paid by the bushel, but by the car.

The case was on trial at adjournment, M. Swartzwelder and John Coyle for plaintiff, M. W. Acheson for defendant. For other cases, in all of which Mr. Digley is defendant, see pending.

Oyer and Terminer, &c.

Before Hon. James Pershing.

This Court met Monday forenoon at ten o'clock, and proceeded with jury trials.

GIVEN A VERDICT.

Our readers will recollect the circumstances of a recent Allegheny embezzler, whose name appeared first in the GAZETTE.) a young man named William G. Harbison, employed as clerk, being charged with appropriating from the store of James Cahill wet goods to the amount of about three hundred dollars. The case was called by Colonel Duff, the District Attorney, who, after a jury had been sworn, stated the Commonwealth was unable to make out a case. The jury therefore, as a matter of form, rendered a verdict of not guilty.

ASSAULTS AND BATTERIES.

One of the Smith family, his first name William, was brought before the Court on an aggravated assault and battery. Last Christmas night he undertook, in pursuance of the extent of disturbing the peace, felt himself in the family dwelling, and soon found himself at the tender, and was placed in a back room by company with a like unfortunate, William M'Connell, who, on the principle of "first come," &c., persisted in occupying excessively the limited accommodations in the cell for sleeping. Smith was anxious to "waken the slumbers and disturb possession of the entire room," while M'Connell, who had the

[illegible] and doubt in

BOARDING HOUSE THIEF.

In November last William Lomax, and John H. Ivery, colored men, were boarding at Mrs. Strickland's in Clay alley. Lomax disappeared and also quite a number of articles, comprising nearly the entire wardrobe of Ivery. Suspicion fell upon Lomax, and were arrested at Mrs. Lancaster's, on Webster street, a number of the missing garments were found in his possession, including a vest and pair of pantaloons which he had on his person. These facts, in addition to a confession of guilt, were sufficient on the part of Ivery for larceny. It also appeared that others in the house had their wardrobes depleted by the same hand, when the larceny was proved. The jury found a verdict of guilty. Remanded for sentence.

STOLE A PAIR OF GLOVES.

William Lewis, under bail, was called for trial on a charge of stealing a pair of gloves at a tavern in the Diamond, belonging to Daniel Downer. It appeared that the accused, with a companion, went to the tavern at a late hour on the night of the 15th of January for lodging. They were accommodated, paying for bed and breakfast in advance. After they had retired Mr. Downer missed his gloves, and suspecting that the lodgers had appropriated them, policemen were called and both arrested, but Lewis only retained in custody, the gloves having been found under his pillow, and he maintaining a sullen silence concerning the matter, while his associate denied all knowledge of the article. The defence was "guilty, but drunk," and previous good character. It appeared that when awakened by the search for the gloves, the defendant said that rather than be disturbed he would pay for them—he was drunk, wanted sleep, and did not want to be annoyed. Stress was laid upon the fact, that the defendant's companion had not been held, and also the fact of his absence at the trial, where his testimony might be of much service. The defendant's drunkenness availed him, the jury finding a verdict of not guilty.

A SINGULAR CASE.

Peter Setzer vs. A. W. Holthouse. This was a singular case. The entire interest was in fact that on the evening of the 21st of February last, about half past six o'clock, St. Clair street Stagemen Bridge. Upon arriving at the Allegheny, or north end, its attention was attracted by four or five young persons calling to him to halt. He kicked and would not do so, when a shot was fired by one of the men what was inside except "go on—go on. No cause for you know who I am," he then put his team at a rapid rate, and after he had gone several hundred yards one of the party who accosted him on the bridge (Setzer) caught up to the wagon, seized the horse by the nose, and endeavored to pull him several times with his whip, but was finally pulled over the front of the wagon on the shafts and the horse being frightened at the noise, ran off. When the horse was stopped, the witness went back for his hat, but it is assistants had fled with his companions. He followed them to the market-house and demanded his hat, when Setzer made demonstrations as if he designed striking him. Mr. Holthouse says he had never seen the parties before, and could imagine no reason for being assailed as he was, unless it was for the purpose of highway robbery. Setzer being the only one recognized as actively participating in the affair, was the only one on trial. William Snyder was one of those with him, and was held to answer by the committing magistrate, but the grand jury ignored the bill against him.

For the defence William Snyder was called. He met Setzer on Federal street, having been overtaken by him and observed him having words and a scuffle with a man in a wagon. Setzer picked up the prosecutor's hat, and cause on the sidewalk with it, when witness gave him a shove, sending it rolling away the hat he had picked up. Did not see Setzer strike or attempt to strike. Saw prosecutor striking several times with his whip. At the Market house Holthouse brandished his whip several times in a threatening manner.

On trial at adjournment.

Court of Common Pleas.

Before Hon. E. H. Stowe.

D. H. Rhodes vs. Joseph H. Porter. The parties were running the steamboat "Rocket Lee," and had chartered from Joseph Lofink a model barge, contracting to return the same in good condition or pay the full value thereof. The barge was damaged and a judgment for the value was obtained and paid in full, as alleged, by the plaintiff. This action is brought, to recover one-half of the amount. A verdict for the plaintiff for the sum of $33 72 was rendered.

D. H. Lewis vs. J. McGovern and James Rees, owners of the tow-boat "Little Jim Rees." This was an action to recover the value of two thousand bushels of coal, alleged to have been lost in consequence of negligence and breach of contract on the part of defendants. The defendants had contracted, in November, 1865, to tow two flats of coal, belonging to the plaintiff, to Oil City, for a stipulated price, as soon as the Allegheny river was in good navigable condition. They failed, as is alleged, to comply with the terms of the contract, and by reason thereof the boats were left moored on the river bank, and in December of the same year they were sunk. By the sinking of the boats, and the failure to fulfil the contract, the plaintiff claims that he lost two thousand dollars, and brings action to recover the amount. On trial, McConnell and Schoyer for plaintiff, and Barton for defendants.

Tennessee Legislature.

NASHVILLE, March 11.—The Legislature adjourned *sine die*.

The impeachment of Judge Frazier was postponed to the 20th inst.

Governor Brownlow declines to interfere in behalf of Pratt, the duelling master, convicted of rape and sent to the penitentiary.

IMPORTS BY RAILROAD.

PITTSBURGH, FORT WAYNE & CHICAGO R. R. March 11—1bbl apples, 1 bbl seed, Blair & Woodside; 4 do do, W J Steel & Bro; 20 bbls flour, C H Leeds; 1 car slaves, Rolph & Robertson; 100 bbls flour, Gwyer, Lea & Co; 2 cars metal, Bryan & Caughey; 3 sks cloverseed, J S Dilworth & co; 22 bags millfeed, J Hickle; 2 cars metal, Nimick & Peacock; 1 do do, Atwell, Lea & Co; 1 car barley Fleer, Dannels & co; 13 bbls flour, M C Connell; 25 do do, S Lindsay; 16 & 4 sks bottles, D W Smith; 31 sks cheese, Meander Harper & Hood; 5 do do, Camp, Moye & co; 60 bbls flour, J B Doer; 12 bales wool, Hindley & co; 17 bxs soap, Emil Schalk; 2 packages mdse, Adams Express; 1 box clothing, Mrs Schell; car hay, 16 bgs seed, I. H Yost & co; 200 bbls flour, Schoonmaker & Lange; 4 cars staves, Rolph & Robertson; 9 bbls apples, Graves & Emmerson; 2 bbls seed, 2 bgs onions, Kirkpatrick & Herron; 12 bbls apples, 1 ear barley, Culp & Shepard; 20 bbls apples, Sturgeon & Bro; 2 pkgs butter and eggs, 1 do do, H Riddle; 13 bbls pearls, Ditchfige & Smith; 1 bbl flour, per F Seilling; 1 bbls lard, J Floyd & co; 1 box butter, R Hamilton & co; 50 bxs 10 half bbls fish, Watt & Wilson.

CLEVELAND AND PITTSBURGH RAILROAD, March 11—9 pkgs butter, 2 do do, Gaff, Vesey & Co; 35 do eggs, W D Patterson; pkgs cord, Arbuckle & Co; 1 car staves, Hallowell, Smith & co; 20 pieces wool, 3 Keese lard, Haworth, Mellon & co; 10 bbls apples, Gwyer, Lea & Co; 1 bbl butter, W J Steel & Bro; 3 pkgs woolen ware, Ihrie, Baird & Patton; 34 pkgs rags, Markle & co; 2 bbls butter, S H Watson; 45 sks potatoes, 50 bbls oil, Johnston & Parker; 25 do do, J K Barbour; 40 pkgs mdse, 2,000 weight; 25 pkgs chairs, Lemon & Wessell; 2 bbls lard, Bamberger, Dilworth & co; 59 do do, Hamilton & Dauler.

PITTSBURGH, COLUMBUS & CINCINNATI R. R. March 11—30 bales hay, Kennedy, Smith & co; 25 bbls flour, McCullough, Smith & co; 2 bbls flour, Mrs Lucas; 1 pkg mdse, Mrs Lucas; 2 pkgs butter, Blair & Woods; 3 do eggs, Schoonmaker & Lange; 1 package mdse, Scott & Newlin; 1 car corn, W J Moore; 1 car staves, Hallowell, Smith & co; 1 car staves, Rolph & Robertson; 2 cases tobacco, 6 bxs tobacco, 30 bxs sausage, Jas Parker; 2 bbls dried beef, Dan Wallace; 2 bbls tobacco, 1 do do, H Dalmyer.

PITTSBURGH AND CONNELLSVILLE R. R. March 9—1 bbl lard, J Dilworth & co; 2 pkgs tobacco, 1 bbl whiskey, 1 bbl apples, 1 bbl oysters, 1 bbl eggs, 1 pkg mdse, 1 pkg seed, Adams Express; 1 pkg mdse, Wells, Fargo & Co; 1 pkg mdse, Hamilton & Dauler; 1 pkg mdse, Bell