

CITY AND SUBURBAN.

THE GAZETTE is furnished in the city six days of the week for 15 cents per week; by mail, \$3 per annum; 3 mos., \$1.

Five common cases composed the business at the Allegheny Mayor's office yesterday.

Only two million bushels of coal will be shipped during the present rise, for lower ports.

The Allegheny Council will hold a regular meeting this evening at half past seven o'clock.

A number of new trees were planted on the East Common side of the Allegheny Park, below Ohio street, yesterday.

Taken Over.—David Anday, sentenced to five years imprisonment in the Western Penitentiary, was taken over to that institution yesterday.

Sent up for Ninety Days.—Thos. Dunn was arrested yesterday by the Mayor's police, and after a hearing was committed to jail for ninety days as a professional thief.

Illegal Liquor Selling.—A warrant was issued yesterday by Alderman Lynch, for the arrest of Ann Taylor, charged, on oath of C. H. Simmons, with selling liquor on Sunday.

An Envelope containing seventy-five dollars was lost on Market street, yesterday afternoon, by Mrs. L. J. Taylor. The finder will be liberally rewarded, and receive the thanks of the owner by leaving it at Alderman Humber's office, Fourth avenue.

Held for Court.—Patrick Dolan and his wife, against whom an information was made by their daughter, charging them with aggravated assault and battery, an account of which we published yesterday, waived a hearing and gave bail for their appearance at Court.

Never Returned.—George W. Biggs, dealer in watches, jewelry, etc., alleges he gave Jerry Nolan seventeen dollars worth of watches to sell on commission, but has never seen or heard of Jerry since. Alderman McManis issued a warrant for the arrest of Jerry on a charge of larceny as bail.

The vacancy in the Allegheny Council will be filled by the City Council to-night, by the election of Mr. Wm. M. Porter, the nominee of the caucus recently held. Mr. Porter will assume the active duties of the office about May 15th, when the resignation of Mr. Francis takes effect.

Threatened Blm.—John Cooper, a lame fellow, alleges George Gillespie came to his house on Fifth avenue Tuesday evening, and being refused admission, threatened to take his life the first opportunity. To prevent this, Alderman McManis issued a warrant for the arrest of Gillespie on an information for surety of the peace.

Coroner's Inquest.—Yesterday morning about eleven o'clock John Parker, colored man, aged about forty-five years and residing in the Eleventh ward, died suddenly while at work in the quarry. Coroner Olverson held an inquest and the jury returned a verdict of death from heart disease.

Alleged False Pretence.—Daniel V. Olegar made information before Alderman McManis, yesterday, against Louis D. Craft for false pretences. Olegar alleges Craft obtained a quantity of oil valued at two hundred and twelve dollars, giving in exchange for the same an accepted draft, which was afterwards cashed, and a warrant for the arrest of the accused was issued.

Complaint Books.—Books have been placed by order of the Board of Health in the Seventh, Eleventh, Alderman Irwin's, in the Sixteenth, and Alderman Moreland's in the Twelfth, wards, in which persons knowing of any nuisance injurious to the general health of the city are requested to make memoranda of the same. Citizens by attending to this matter can greatly assist in the business in charge of the Board of Health.

Serious Accident.—A little boy about ten years of age, residing with his uncle, Adam Wiggins, on Smithfield street, was seriously injured yesterday. It appears he, in company with several other boys, were playing at the corner of Seventh avenue and Smithfield street, where he fell and struck his head against a pile of lumber. He was taken up insensible and removed to his home, where he was attended by Dr. Duncan.

A Black Eye.—Samuel Shore and Mary Burke were eating supper together at a saloon on Smithfield street, Tuesday evening, when a dispute arose between them. Samuel, according to Mary's statement, became very angry and struck her a terrible blow with his fist in the eye, changing it from a beautiful brown to a comical black and blue color. Alderman McManis issued a warrant for the arrest of Samuel.

Taken Back.—William J. Welch, a notice of whose arrest we published yesterday morning, was taken back to Wellsville yesterday evening. It appears that he had been arrested in that place on a charge of assault and battery, and a fine imposed on him, and in default of payment was committed to the lock-up, from where he made his escape. The authorities at Wellsville were notified of his arrest here, by telegraph, yesterday morning, and this evening an officer arrived here and took him back to Wellsville.

An exceedingly spirited and graphic cartoon, illustrating the lives at New Orleans, accompanied by a number of Appleton's Journal. The cartoons and text are printed apart from the text, on tinted paper, and form very suitable pictures for framing. The "Lives at New Orleans" represents one of the most picturesque and animated scenes in the world—a crowd of stevedores, throngs of people of every grade and color, and piles of merchandise. Appleton's Journal is a very great success, while "Victor Hugo's great novel" is an interesting miscellany, and the novelty of the manner in which it is illustrated, have been the cause.

Misapprehension.—Yesterday George McMillan, of Middletown, a station on the Pittsburgh, Fort Wayne and Chicago railway, served notice on the city, appearing before Alderman McManis and made information against George Dickson for surety of the peace. McMillan stated that a temperance society had been organized in the village, before which Dickson, who was a prominent member, had delivered a sermon. Some of the sentiments displeased a number of the members, who accordingly wished to withdraw from the organization. Among this number was McMillan. He made known his intention to Dickson, giving his reasons therefor, whereupon that indignant man threatened him with all manner of bodily harm, and was exceedingly abusive in his language, which caused the information to be made. The accused was arrested and gave bail for a further hearing.

THE COURTS.

Common Pleas—Judge Stewart. WEDNESDAY, April 21.—In the case of Franklin vs. Wilson, previously reported, the jury found for plaintiff in the sum of six cents.

Arbuthnot vs. Lannahan, reported on trial yesterday. Verdict for plaintiff in the sum of \$105.

Wm. Barker, Jr., administrator of Edward Hyde vs. Tausig, Livingston & Co., contractors. Hyde was proprietor of a cotton mill in Allegheny city and the defendants, who were doing business in St. Louis, Missouri, entered into a contract with him to spin cotton yarn at nine and ten cents per pound for a term of six months. It is alleged by plaintiff that the defendants, for several months, whereby a loss of over six thousand dollars was sustained by the proprietor. On trial yesterday. Motion for new trial and reasons filed.

Barclay vs. Davidson. Motion for new trial and reasons filed.

O'Neil et al. vs. Shans.

30. Slaton & Bolland vs. Howard.

32. Adams vs. Wain.

5. Haskerman & Snyder vs. City of Pittsburgh.

36. Fier, Dannels & Co. vs. Shultz & Danner.

40. McKinnis vs. Stoney et al.

42. Sifers et al. vs. Leifer et al.

45. Heath for use vs. Halgh et al.

46. Chamberlain vs. Warden & Bachelder.

47. Carson vs. Melhart.

50. Einstein vs. A. V. R. Co.

51. Kerr vs. Iron City Commercial College.

District Court—Judge Kirkpatrick. WEDNESDAY, April 21.—The case of Robert Murphy vs. The Administrator of David Sprout, previously reported, was on trial yesterday. The attorney for defendant, having offered to pay Mr. Moorehead, one of the administrators, on the stand, which offer was objected to by plaintiff's attorney on the ground that the administrators of the new law relating to parties in interest testifying in their own behalf are not to be sworn, and were excluded. Judge Kirkpatrick overruled the objection. His decision is based upon the act of 1893, relative to the admission of parties in interest to administer and execute. Verdict for the plaintiff in the sum of \$785.98.

Hitchison vs. School District of Indiana township. Defendant's counsel moved for a new trial and filed the following reasons:

First.—That the verdict was against the evidence and against the charge of the Court.

Second.—That the Court erred in submitting the case to the jury on the evidence.

Third.—That the Court refused to charge as requested by the defendant's counsel.

Fourth.—That the Court erred in its action on the information for surety of the peace.

Shade and wife vs. Ainsworth and wife. Action on the case to recover damages for "words spoken," or slander. Under the new law both parties appeared on the witness stand. Mrs. Shade had an "oath sworn," and testified that the defendant, Mrs. Ainsworth, had circulated reports damaging to her character and reputation. Mrs. A. in her "oath sworn," denied the allegations. There were three other witnesses on either side, and the swearing was directly opposite. After argument by counsel and the charge of the Court, the jury returned a verdict in favor of Mrs. Ainsworth, and after returning a verdict in favor of Mrs. Shade, the Court refused to grant a new trial. The Court refused to grant a new trial. The Court refused to grant a new trial.

Elford vs. Malone, action for damages alleged to have been sustained by the plaintiff, in consequence of the erection of a mortar bed by the defendant, which injured the plaintiff's premises. On trial.

TRIAL LIST FOR THURSDAY.

87. Dickey & Co. vs. Burder & Co.

88. Favery vs. same.

89. Young vs. People's line of steamers.

95. Flouk vs. Douthett.

103. Smith vs. Dillinger & Stevenson.

105. Robinson vs. Garinshoes of Caray.

108. Schalk vs. Finney.

118. Canfield vs. Garinshoes of Troy.

A Young Lady Missing.—Sudden and Strange Disappearance.—Foul Play Suspected.

On Wednesday evening of last week, Miss Jane Kiley, a young lady residing in East Birmingham, came to the city to visit a relative on High street, where she remained until about five o'clock in the evening, when she started for her home, since which time her friends have heard nothing of her, notwithstanding diligent search and inquiry has been made to discover her whereabouts. She is a native of Ireland, and having been married to a man named Kiley, is comparatively a stranger, and her friends fear that she has been lured into some improper place, where she is retained against her will, or has been dealt with in some way. There is not the slightest ground for believing that she has been away voluntarily, and the fact tends strongly to increase the suspicion of foul play. The young lady is a cousin of George Kiley, a merchant on Liberty street, and any information calculated to throw light upon this mysterious affair, will be thankfully received by him.

The Butler County Sessions.

We commence this morning the report of the murder trial now going forward in the Court of Oyer and Terminer of Butler county. Zachary Taylor Hookenbury is charged with taking the life of a fair cousin with whom he was desperately in love, and received no corresponding sympathy and affection in return. The trial of Mrs. Shugart and an alleged paramour, for the murder of her husband by poison, will follow, and we anticipate that they will be deeply interesting and as thrilling a life history of misguided love and crime as we have ever recorded. In order that both these interesting trials may lose none of their interest, we have port the proceedings expressly for the purpose of being read by the public, and from the occasion.

Cross Suits.

All suits before magistrates are the result of a little cross feeling between the parties engaged, but the information brought before Alderman McManis yesterday by Robert Young against Charles Whitson for assault and battery, was doubly a cross suit, inasmuch as it was an offset to an information against Young made before Alderman Donaldson by Whitson for a similar offense. The difficulty originated in some misunderstanding between a horse trader, and which resulted in a regular fight between the parties. In both cases the defendants were arrested and held to bail for Court.

Police Cases in Trouble.

Tuesday evening, about twelve o'clock, an arrest was made by two members of the police force, who were likely to get them into trouble. Alderman John A. Strain, Alderman Lynch, and Alderman Strain, it appears, were passing along the street conversing, when they met a police officer, and just at that moment a remark was made by Alderman Strain, which the officer understood to be directed to him, and to which he replied. Some words passed between the parties, when they separated. A few moments after, the officer, who is a substitute on the force, met officers McKee and Cochran, and informed them of what had occurred, whereupon they told him that he who it appears had made the remark referred to. They then returned to a saloon on Fifth avenue, where the Alderman should have arrested Alderman Strain, and informed Alderman Strain that he was wanted outside. He stepped into the door to see what was wanted, when he was arrested by officer McKee. He made no resistance, but started to look up with the officer, and Alderman Lynch, who was standing by, and McKee followed. After proceeding some distance McKee made some remark to the effect that he had arrested a man that did not suit him, when he is alleged, he struck the Alderman and knocked him down. Alderman Lynch, who was standing by, and McKee followed, and by this time Mr. Thos. Flood, hearing of the affair, ran into the crowd to see what was going on, where he received a blow and was taken into custody as were Alderman Strain and Alderman Lynch. The whole party then proceeded to the court house without further trouble. On arriving there, officer Gibson made his statement to the court, and the Alderman were allowed to depart.

At the hearing yesterday morning, the defendant, who was a student at the law office of the Mayor, was arrested, whereupon the Mayor stated that as the officer had not assaulted Alderman Strain at the time the disorderly conduct was alleged to have taken place, but was made afterwards, and at the suggestion of other officers, he would discharge the defendant, but he would not be allowed to depart.

It was alleged that officers McKee and Cochran were drunk, but officer Gibson denied in his testimony that they were drunk, and stated positively on oath that McKee was drunk.

The case will be heard next Monday, as Alderman Lynch made information before Alderman Strain charging McKee with assault and battery, and Alderman Strain made a similar charge before Alderman Thomas against both McKee and Cochran. Cochran was arrested, but he has not yet appeared at Court. Subsequently another information was made by Alderman Strain and McKee, before Alderman Lynch, charging them with assault and battery with intent to commit rape, upon which Cochran was arrested, and he has not yet appeared at Court. It appears that in the Court, the jury returned a verdict in favor of the defendant, and the difficulty above referred to, was referred to the jury, and the jury returned a verdict in favor of the defendant, and the difficulty above referred to, was referred to the jury, and the jury returned a verdict in favor of the defendant.

So the case stands for the present, and as the Court will be in session on Monday, the full facts will then be developed. Mayor Brush should in his position that they are preservers of the peace, and that they should be protected as all hazards when discharging their legitimate duties, the Mayor should be held responsible for their needs, resulting oftentimes from personal animosity towards the object of their attack.

The Bradock's Field Plank Road. A meeting of the Board of Commissioners, appointed a committee to negotiate for the purchase of that portion of the McAdamized and Plank road now within the city limits upon which toll is collected, held a meeting at the office of Dr. Gallaher, yesterday, relative to the purchase of the Bradock's Field Plank Road.

The Company, we learn, value that portion of their road lying within the city limits at \$50,000, and have a debt of \$20,000, and are indebtedness, which is estimated at \$5,000. The committee, after a careful consideration of the matter, and after viewing these figures, and will report to Council at the next regular meeting, recommending that the city purchase the road, and until such time as the negotiator shall have collected a sufficient sum of money from the taxpayers, and the indebtedness of the Company.

When we take into consideration the fact that the amount of toll collected on the road does not exceed one thousand dollars per year, about two-thirds of which will be required to keep the road in repair and pay the toll collectors; the date at which the city would possess the road, under this recommendation, we are inclined to believe would be in the far distant future.

Friendship Fire Company. Last evening, by direction of the Committee on Fire Engines, the members of the Friendship Fire Company, together with the members of the other fire companies of the city, were invited to a meeting at the residence of the Mayor, to discuss the proposed reorganization of the Friendship Fire Company. The apparatus will hereafter, until the organization of a new company in the Second ward, be taken care of by the Friendship Fire Company.

We are informed that there is about \$800 in the treasury of the Friendship Fire Company, and that the Treasurer, under the advice of legal counsel, refused to hand over the money until the property of the company was returned to the company, and that a majority of the active members, who alone are authorized to receive it.

The Fire Engines yesterday instructed the City Solicitor to proceed at once with the necessary legal steps to compel the return of the property to the company, and that the Friendship house is closed, and the alarm gong removed. The whole affair is a mystery, and will be cleared up in a few days, and result in the organization of a Company perhaps much better than the old one.

The Friendship Fire Company.

We have received the following communication from the Friendship Fire Company of Allegheny:

ALLEGHENY CITY, April 21, 1908.

Messrs. Editors:—The following article in the different papers commensurate of the Friendship Fire Company, we would ask permission to make some corrections in regard to the mis-statements which have appeared. It is charged that the Company is disorganized, which we most emphatically deny. It is also charged that we have taken property belonging to the city, which is not the case, as the fire engine, hose, and other apparatus, are the property of the Company, and not collected as represented. In regard to the Frize Horse Carriage taken by the Company, we would state that it was presented to the Company by the 'Ladies' Soldiers' in connection with the collection of the fair, and not for the Company. Again, it is charged that the Company could not be relied upon for service rendered, which is a gross misstatement, as the engine, hose, and other apparatus, are the property of the Company, and not collected as represented. 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