From the Washington Union.

The Real Issues in the next Presidential Canvass.

The federal party is the "Artful Dodger" of politics. It is an adept in the art of "dodging" issues. It played this game on a grand scale in 1840. With the coon—a beast of skulking and stealthy habits—for its emblem, and with a "Committee of Silence" for the leading agent in its political machinery, federalism then selected as its candidate for the Presidency a man whose civil life had not been conspicuous enough to make known his opinions on the great issues between the two parties, and a man as its candidate for the vice Presidency whose leanings to the strict construction school were avowed and notorious, and whose very name was a *mask* upon the opinions and purposes of the party he was chosen to represent. With this preliminary preparation, federalism assailed the administration of Mr. Van Buren under the vague and non-committal battle-cry of "*Change!*" Nor was even this equivocal watchword suffered to apply to any cardinal measures of policy. It was drowned in the songs and the shoutings which turned the political canvass of a whole party into Bacchanalian orgies. "Tip and Ty" committed nobody to anything. And so "Tip and Ty" became the catchword of the rank and file of federalism, while more inquisitive minds were indulged with the information that the canvass, if successful, was to result in some grand and mystic "*change!*" The whole scene was eminently disgraceful to the federal party. What with log-cabins, and coon-skins, and hard cider to address the senses, they used a masked battery to conceal their real principles; and never was a more insulting system of humbug practised to deceive a free people.

All this is notorious. But to show that we do not exaggerate this audacious attempt of the federal party in 1840 to conceal from the people all its *real* party purposes and designs, we will quote some of the leading manifestoes which were at that time put forth. We find some of them collated to our hand in a recent number of the "Petersburg Republican:"

In a letter written by Gen. Harrison in 1836, and republished by all the whig journals in 1840, we find this language:

"I regret that my remarks of yesterday were misunderstood in relation to the tariff system. What I meant to convey was, that I *had* been a warm advocate for that system upon its first adoption; that I still believed in the benefits it had conferred upon the country. But I certainly never had, nor never would have, any idea of reviving it. What I said was, that I would not agree to the repeal as it *now stands*. In other words, I am for supporting the compromise act, *and never will agree to its being altered or repealed.*"

But, again: We now quote from Gen. H.'s speech at Dayton, which was also republished and circulated in 1840, by whig journals and whig orators, as the exponent of his opinions at that time:

"But with all this, I am not a bank man. Once in my life I was, and then they cheated me out of every dollar I placed in their hands."

We next call upon the whig convention in 1840 to aid us in our task. Let them speak through their truthful address:

"But we are gravely informed that Mr. Van Buren is opposed to a national bank, to internal improvements by the general government, and to the tariff; and that his hostility to these measures gives him an irresistible claim to the confidence and suffrages of the people of Virginia. These, fellow citizens, are the stereotyped phrases by which cunning tacticians hope to deceive and mislead you. All candid men of all parties admit that they have ceased to be *practical questions—all idea of chartering a national bank has been relinquished by its former most sanguine advocates as unnecessary* and inexpedient in the present and probable future monetary condition of the country. The necessity of internal improvements by the general government has been entirely superseded by the energetic application of the resources of the several States to that object; and the tariff is settled by the terms of the compromise act of 1833, *unless it shall be reopened for political purposes by those who affect to dread the re-establishment of the high protective duties.* These duties, indeed, are *no longer necessary, the stability of our manufacturing establishments enabling them to maintain a competition with foreign fabrics without a resort to this extraneous support.*"

Again:

"We *commend* General Harrison to you as a *republican* in principle and practice. And we produce, in further proof of this assertion, a letter from our candidate (General H.) addressed to the editor of the 'Inquisitor,' in Cincinnati, Sept. 16, 1822, wherein he says, 'I believe that the charter given to the bank of the United States was *unconstitutional*—it being not one of those measures necessary to carry any of the expressly granted powers into effect.'"

The following, from the same veritable document, (the whig address of 1840,) is *too* rich to be lost:

"It is objected to General Harrison by venerable demagogues, as well as by their younger and more innocent dupes, that he is not an orthodox politician in his interpretation of the federal constitution—and the reveille is sung to the party who support the President—to the old chums of anti-bank, anti-tariff, anti-improvement. Most of those who raise this cry know that the questions suggested by these cabalistic terms are not now before the American people; and if they were, that Mr. Van Buren is obnoxious to the strongest objections to which they can give rise. Yet, with an effrontery nowhere else to be met with, they first insist that these are the true issues, and swear that all who will not support Mr. Van Buren are in favor of the bank, tariff and internal improvements, and therefore federalists."

Again:

"As far as we know or believe, fellow-citizens, Gen. Harrison has but one opinion about the bank, and that is against it," &c.

And yet who does not remember the curses and imprecations that were heaped upon Mr. Tyler, when, true to those solemn pledges and his own republican principles, he vetoed the bank bill!

We think we might here pause, and ask, with confidence, if our promise is not redeemed. But we proceed with the proof.

We bring Mr. Wm. C. Rives to the stand. Let him testify. In a letter written by him in February, 1840, which was printed in hand-bill form, and circulated by the whig party, he says:

"The sentiments of Gen. Harrison are known to be those of distinguished liberality on this subject," (the tariff;) "for in his Cheviot speech he declares, with as much justness of thought as elegance of expression, that, even in cases where the injurious operation of a measure of the general government is confined to a few, and it is beneficial to a large majority of the States, it would be evidence of as little foresight as of moral rectitude in the latter to countenance the injury."

And again he says:

"Connecting what Gen. Harrison here says with the declaration in his address to the voters of his district, in 1822, it is evident that his own leanings are decidedly against a 'national bank.'"

We dismiss you, Mr. Rives, with our thanks for your kind assistance. We next present to our readers Mr. George E. Badger, one of Gen. Harrison's secretaries. Come, good Mr. Secretary, let us hear what you have to say. You were high in the confidence of your party, and possessed all the secrets—out with them.

"But why is the subject of the tariff brought forward at all? It was settled years ago by the compromise act. Who proposes to disturb it? Who desires to increase the duties? Certainly neither Gen. Harrison nor any of his friends."

That will do for the tariff, Mr. Secretary. Pray enlighten us as to the general's views of a bank.

"Next, it is said that Gen. Harrison favors a bank of the United States. *The charge is false.* His opinions, on the contrary, are against a bank."

We now invite upon the stand Mr. Thomas Ewing, of Ohio, also one of Harrison's secretaries. Mr. Ewing is rather worse than Badger. He is shocked at democratic impudence in perverting General Harrison's views. Hear him. In a letter written by him in July, 1840, to L. D. Barker, he complains that a speech which he had made in Philadelphia had been misrepresented, and then proceeds:

"I said that our opponents were attempting to make the question of a bank the issue between the parties. I spoke of the *impudence* and *absurdity* of the attempt; that a bank was not and never had been considered by us as anything more than a mere matter of convenience—a useful article of furniture in our *noble edifice*.

In the "Yeoman" of the 1st April, 1840, published by Jno. S. Gallaher, under the direction of the Tippecanoe or Log Cabin Club of Richmond, we find the following:

"He (General Harrison) declares himself the enemy of banks in general, and especially of the bank of the United States." "He views it as an institution 'which may be converted into an immense political engine to strengthen the arm of the general government, and which may, at some future day, be used to oppress and break down the State governments," &c.

But we will not stop here. We quote from an address to the voters of the electoral district composed of Caroline, Essex, &c.; which was printed in 1840 by J. S. Gallaher, and signed by Norborne E. Sutton, Andrew Broadus, Musco Garnett, C. C. Griswold, (whose memory is so valuable for its *precocity*,) &c.

They say: "We have shown you the unqualified declaration of General Harrison, that the late bank of the United States was unconstitutional." "A bank of the United States was first brought forward and sustained by the federal party," &c. Of Mr Tyler they say: "He is a republican of the strictest sect; his principles have been tested and proved by the most trying circumstances."

With the most painful reluctance, Mr. Willoughby Newton, we now appeal to you to confirm every word we have charged against your party. We know your diffidence, and willingly would we spare you the pain of testifying against your friends. But you were in the first instance a voluntary informer, and we must needs have your assistance. You were one of the *high priests* of whiggery in 1840, and must be presumed to know *all the mysteries*. You helped to spread that "net." Now don't "cramp yourself," but speak out like a man!

"On reviewing the events of the last four years, no impartial observer can fail to perceive that the disasters which have befallen the whig party, and cast a blight over the prosperity of the country, have resulted, in a great measure, from the want of candor and fairness in avowing and maintaining our principles, especially in Virginia. We commenced the canvass of 1840 under most discouraging circumstances. The whigs proper were in a small minority throughout the Union; a party had been formed out of the discordant elements then in opposition to the administration of Mr. Van Buren. Our eagerness for success induced us to extend our nets, so as to embrace birds of every feather. We not only asked no questions of those who offered themselves as allies for the war, but our own convention at Richmond actually repudiated the leading principles and measures of the whig party. We thus entered the campaign a discordant mass, some fighting for principle, and others for freedom, and animated by but one common principle—that of opposition to the administration of Mr. Van Buren. We had a long and arduous contest, and achieved what we supposed to be a glorious triumph. But what advantages have we reaped from our labors? The fruits of all our toils have turned to ashes on our lips; and we may truly exclaim with Pyrrhus, 'One more such victory, and we are undone.' The treachery of the present executive, and of some of his prominent allies, derived countenance and support from from the whig address of 1840. And impartial history may find it difficult to determine whether the convention is most to be censured for its indiscretion in putting forth such an address, or those very scrupulous politicians for availing themselves of it as a pretext for abandoning their party."

If it will console you, Mr. Newton, I venture the belief that "impartial history" will not find it half so difficult to determine that question as you seem to imagine.

So much of his political opinions was General Harrison, under the direction of his "committee," permitted to avow, or rather to dissemble, before going into the canvass of 1840. What followed is known to the country. Their game of "dodging" brought the federalists into power, and proved that, like the Bourbons, they had "learned nothing and forgotten nothing" during their long exile from office. The hubbub of office-beggars at Washington killed the infirm and worthy gentleman who had thus been carried into the presidency, in little more than a month. But his official life, short as it was, was long enough to enable him to unveil the base game which selfish partisans had been playing in his name. He called an extra session of Congress, during which Mr. Clay flamed in the ascendant, and which had for its object to foist upon the country, at one fell swoop, the whole system of federal measures which, during the whole canvass, federalism had so carefully *disavowed*. First on the list stood a great bank. This was the principal agony of the extra session. But the veto of Mr. Tyler showed that, in overreaching the people, federalism had also overreached itself; and henceforth the President was divorced from his party. The regular sessions came round, and brought with them a high federal tariff, which Mr. Rives denounced as worse than the tariff of 1828—a great scheme of Land Distribution—an attempted abolition of the Veto Power—a big plan of Internal Improvement—and, as the natural finale of such doings, a sweeping Bankrupt Law to sponge out at once millions upon millions of debt. Never before in the history of any country did any party so shamelessly falsify all its most solemn declarations before the people. Every prominent federal measure was studiously disavowed in the canvass, and then with equal zeal pressed upon the country in Congress.

And federalism did its very best to play the same game in the canvass of 1844. The same disgusting system of buffoonery, with some slight variations, which had been found so successful in the former canvass of 1840, was again attempted to be practised on the people. The log cabin was paraded—doggerel verses out of the "blue cover," set to popular airs, were chanted in their political synagogues—every effort, in short, was made to strike the grosser senses, and to divert the mind from reflection and the serious discussion of principle. On the Texas question, the "Complete Letter Writer," with pen fresh nibbed, took the field. There was the Raleigh letter for the north, and the Alabama letter for the south—the disavowal by Mr. Clay of any "personal objection to annexation" coupled with the assertion that such annexation "would be the adoption of a war with Mexico." On the tariff question, the "Letter Writer" had less occasion to equivocate. Twenty years of speeches and votes had identified him with the policy of "Protection," while in 1844 his disavowal of the *principle* of "protection," and his votes for the compromise act, were still fresh in the minds of men. On the bank question, he was content to accept, without disclaimer, Mr. Webster's memorable declaration, that the bank—that same bank which federalism *tabooed* Mr. Tyler for vetoing in 1841—had become "an obsolete idea" in 1844. But, by this time, the country had learned to estimate aright the political declarations of the "Bourbons." Men had learned that these declarations, however fresh and vigorous in a canvass, had not vitality enough to survive a successful election. In electing Mr. Polk, the people showed their wise distrust of a party, whose policy it is to conceal its issues from the people, and whose advent to power is always followed by the swift falsification of all its pledges.

And yet, plainly enough, federalism at this moment sticks to its "dodge." Where, at this very hour, are the issues which, as a party in opposition, it ventured to rally upon, even during the last Congress? What has become of the loud cry of "Repeal" against the tariff of 1846, which was to ring through the country just so soon as the new tariff was enacted, and which, upon Mr. Webster's solemn and reiterated assurance, was to resound in the Senate Chamber on "the very first day" of the ensuing short session? What has become of the opposition to the Constitutional Treasury? What has become of the Bank issue and of the Land Distribution policy? Federalism "never mentions" them now. One and all, these cardinal points of federal policy appear to have gone to the limbo of "obsolete ideas." And what has taken their place? Opposition to the war. This is now the *shibboleth* of federalism. And what significance has this issue at the present moment? Is it meant to arraign the justice of the war? If so, it comes too late when the war is raging in the heart of Mexico. Is it meant to deny the expediency of the war? To what practical end is this, when, at this very moment, General Scott may be dictating or receiving terms of peace in the Mexican capital? What is this opposition to a war which is now nearly fought through, and must be fully fought through before an honorable and satisfactory peace can be had? To rouse the enemy to fresh resistance—to cause Mexico to believe that an "entire party" here is ready to withdraw our troops in disgrace, and to surrender all our advantages—this is the *pretence* upon which federalism now rallies in its opposition to the war. Plainly, as a party issue, it can be nothing but a mere pretence. It is the mere cloak behind which skulk the whole baleful train of federal projects, such as the 27th Congress engendered, and which no longer dare to show their heads because of the sweeping popular condemnation sure to fasten upon them.

But let federalism get into power, and all this will be changed. The cloak will fall when its concealment is no longer needed; and along with dishonor in our Mexican relations, federalism will again give us the whole crew of its characteristic measures. Another struggle for a great bank will again convulse the country. Another high tariff will again be sought to be fastened upon the people. Again we shall be summoned to violate the constitution by the distribution of the public lands and by a gigantic system of internal improvements.

In this state of things, there is but one safe course for the democracy of the country. Let it stand by its principles. Let it cleave to the old party issues on which its past victories have been won. It is the policy of federalism to move in the dark, and to fight under false colors. It is the counter-policy of democracy to nail its flag to the mast—to take its stand upon the ground of ancient and established principles—to look upon men merely as the representatives of opinions and of measures—and to trust, as it has heretofore successfully trusted, to the sober sense of the people for the result.

Gen. Taylor, in his last letter, firmly and honestly declares that he will not be "the candidate of any party, or *yield* (himself) *to party schemes*." But the schemes of the whigs will never become obsolete. Let them get into power when they may, we shall again find that, "like the Bourbons, they learn nothing and they forget nothing." The great principles of the age itself forbid a protective system; but who does not believe that we shall again see them striving for a tariff system, for a mammoth bank, and for the other monsters of the federal series just as they did in 1840!

If a bombshell had been thrown into the federal camp, it could scarcely have produced more confusion than Gen. Taylor's "Signal" letter. The "National Whig," of this city, has a long argument to prove it to be a forgery, so little satisfied is it with the contents and character of the paper. The "Norfolk Herald" also plays the skeptic, and says "there is strong ground for disbelief in its genuineness." As we have great respect for the literary taste of the Herald, we should like to know the reasons of its doubts or disbelief.

On the contrary, the New York Courier "by no means coincides in this opinion. *It bears every mark of genuineness.*" The New York "Mirror" confides also in its authority, and says: "*This is precisely what we have always maintained he would say.*" Not a journal west of the mountains has expressed the slightest doubt of its genuine character. The Cincinnati papers, without exception or qualification, comment upon it without the slightest doubt. The "Signal" corrects only a mistake in the print, and, by adding the omitted word "decided," ascribes to Gen. Taylor "a decided approval" of its sentiments, and among the rest, it is supposed by some, to the "ordinance of '87" and the suspension of the veto power.

This battle among the whig papers, in relation to the letter, is curious enough. But this diversity of opinion is not confined to their journals. The whig covention of Maryland nominates General Taylor as their candidate. (*This* was before the appearance of the "Signal" letter.) The whig convention of Georgia declares the same purpose, (and *this* was before they had seen the "Signal" letter.) The democratic convention of Georgia did not, as the whigs expected, select the general as their standard-bearer. On the contrary, the "whig central committee of the State of Ohio," in their address to the whigs, declare as follows:

"A word on the subject of the presidential candidates: Far be it from us to debar any man, even if we had the power, from aspiring to the highest office within the gift of the people. Neither would we make military successes, however brilliant, a test of qualification. And while we condemn and reject no man, so neither do we propose any man in connexion with the Presidency. We are pledged to *no one*—we are committed to *no one*. We do not think the present a proper time to select a candidate. Let us reassert our principles, and declare the policy on which we intend to act."

The "Knoxville Standard" (democratic) states that, at the recent Taylor meeting in that place, whigs and democrats participated; and that one of the speakers, (Gen. Anderson,) a leading democrat, "knows enough of Gen. Toylor to satisfy him that he is not of the protective tariff whigs."

The Richmond Times—referring to the letter of General Taylor to a democrat, quoted by the New Orleans Delta, which says that he "can only be a candidate as the candidate of all parties; as the spontaneous choice of the people of all parties; and that he would not have the office unless it was untrammelled by party politics or obligations"—remarks:

"This is very decided. But in a free country, where the *people* are understood to be the source of authority, where parties do exist, and where political principles are discussed and entertained by the people, *we hardly suppose it possible that they will be satisfied to go to the polls and vote for a man whose political principles have not been openly declared, and who, in his administration of affairs, is pledged to no particular policy, however great may be the national regard for him personally.*"

The New Orleans Bulletin, (whig,) quoting this same letter, "goes it *blind*," and says:

"We are perfectly willing to support him on these terms; willing that he should be voted for by both whigs and democrats; willing to take him just as he is, '*and no questions asked.*'

"Who can compare these conflicting positions, (asks the Richmond Enquirer,) and make even a fair guess of what will be the ultimate course of the whig party!"—*Union.*

The Roorback Forgery.

When during the Presidential canvass of 1844, the Albany Evening Journal published (without giving its authority,) an alleged extract from the travels of a certain Roorback, in reference to slaves of Mr. Polk branded with his name, we pronounced it a falsehood and forgery of that paper.

Upon this a suit was commenced by Mr. Thurlow Weed, editor of the Journal, for a libel on him; it not being denied that the article was a forgery, but Mr. Weed considered himself aggrieved by our attributing the forgery to his paper.

We insisted, and still insist, that a charge of forgery against a *paper* is not a charge against any one of its editors who chooses to assume it as directed against himself, and that a newspaper is responsible for any article which it makes its own by omitting to give its authority. But the Superior Court of New York, it seems, thinks otherwise, and we have no hesitation now in saying that the article in question was not original in the Evening Journal, but was in fact copied from the Albany Patriot, having been originally manufactured by Parties at Ithaca.

This has been abundantly proved, as our readers will doubtless recollect, and we have no objection to put an end to litigation where it can be done by a simple admission of unquestionable facts—facts which were, however, unknown to us at the time our original article was written.—*N. Y. Evening Post.*

Having been charged, in the leading Journals of the General Administration, with the "Forgery" of an article charging James K. Polk with branding his Slaves, and those Journals, after the person who was actually guilty of that offence had been identified, having reiterated the charge against this Journal, we found it necessary to take steps which should repel the imputation.

The facts in relation to that publication, so far as the Evening Journal was implicated, are these: The pretended extract from a Book of Travels, cut from a newspaper without credit, was sent to us by a correspondent, with a request that a fact so revolting, should be widely known. Though having no recollection of such a Book, we did not suspect that the article was a Forgery. Supposing, however, that such a charge, at such a moment, would be either denied or explained by the journals then supporting Mr. Polk for President, we laid it aside for some ten days, when, seeing no contradiction, we gave it to our readers.

An Editor capable of committing an act so infamous should have himself been "branded" and "driven" from the profession which he had disgraced. But being innocent, even of any improper motive in the publication, we felt bound to vindicate our Journal from a charge so atrocious.—*Albany Evening Journal, June 29.*

The Editor of the A. E. Journal is very severe upon the author of the Roorback forgery *now*, though it was hard for him to believe it was a forgery in 1844. What does he think about the whig who forged the "Santa Anna Pass!"

The Proper Spirit.—The following incident, which we find in the *Rochester Daily Advertiser*, is refreshing. Because we differ with our neighbor, it is not necessary that we should quarrel with him. Men who disagree in regard to principles should never forget that they are Americans:

"The high and gentlemanly bearing towards each other, evinced by the two antagonistic conventions at Syracuse on the 19th, is worthy of a passing remark. When the Hon. Millard Fillmore came into the Democratic convention, at the head of a committee of eight to propose on behalf of the Whigs a union ticket, every Democratic delegate, as if moved by a common impulse, rose to receive their guests, and remained standing till they had departed. And when the Democratic committee of a like number, lead by the Hon. Theodore Sedgwick as chairman, entered the Whig convention to deliver the reply of the Democratic convention, they found that their Whig brethren had reserved for them use the most honorary seats. Why may not a like courteous spirit be evinced by the two parties during the brief canvass upon which we have now fairly entered?"

☞ The New Haven Register, says—"We observe that '*a meeting* held in Hartford,' delegates to a 'Harbor and River Convention to be held in Chicago on the 5th of July,' were appointed. 'The meeting' appointed delegates from every county in the State, all of whom are managing, cunning *whigs*. The convention is a *humbug*—a trick of the federal leaders—to secure western votes in the next Presidential election, by promising to 'rob the Exchequer, for the benefit of local interests.' It is a second edition of the 'Home League' movement, and should be shown up in its character. 'The meeting' which appointed these delegates was entirely a private and political affair."

Time will show "how nearly correct are the assumptions of the Register. We think that there are Democratic members of the Convention, however, who are not likely to be deceived by their wiley opponents, even if they should attempt to make for themselves a hobby on which to attempt to gain power.—*Pittsburgh Post.*

Correspondence of the Journal of Commerce.

Paris, March 18, 1847.

The rage for picture gazing which always precedes the opening of the annual exhibition at the Louvre, has attracted a world of amateurs to the numerous shows and sales of the season. A curious sale of paintings and other numberless and indescribable objects of luxury, took place the other day at the elegant apartments of the late Marie Duplessis, one of the most enchanting Aspasias of the capital. She was the reigning favorite of the Alcibiades sportsmen of the day, and the Pericles of the Exchange and three per cent. Her ravishing beauty, combining a nymph-like form, a Greek oval face, English fairness of complexion, Venitian eye, and the indefinable graces of a Parisian woman, was adored as a miracle of all possible delicacy and magnificence. Add to these advantages the best cook, the noblest horses, an irreproachable equipage, the most marvelous laces and the finest pearls in Paris, and you will form an idea of this brilliant victim to the Monioteur of the vast labyrinth of European debauchery. "It is presumable," says the *Illustration*, "that while conforming to the example of the beautiful Ninon, the beautiful Duplessis was not gifted with certain of the virtues of her illustrious model. Madeleine had not yet arrived at the period of her repentance when death came to surprise her, and the riches of her boudoir were far from proclaiming the penitence of the fair sinner. Among those trophies of gallantry which excited the curiosity if not the covetousness of the most pious and chaste, we distinguished a sculptured casket, embellished by a simple bronze cross, that of the Pilgrims of Mount Carmel, one of the last gifts bestowed upon the charming creature. Some days previous to her decease, Marie Duplessis at one of these splendid repasts which the Mondors of all times love to spread lavishly before beauty, found herself seated by a diplomatist, who was bald, it is true, but whose brooch, studded with decorations in diamonds, provoked her cupidity. The venerable beau hastened to offer to the lovely girl the glittering insignia, which she accepted with grateful acknowledgments. Scarcely had the gallant donor returned home, when he perceived that he had forgotten to add to the collection his Cross of the Holy Land, which he sent forthwith to the new idol of his affection, after having inscribed this motto upon the box: '*La terre sainte à la terre promise.*' Some of the articles at this sale brought the most ficticious prices. Among the purchasers, besides those who came to redeem, if possible, costly pledges of attachment which in former days they had deposited at the feet of the exacting fair, were to be seen several ladies who were present at the instance of a high born and charitable dame, by whose intervention the griping hand of the sheriff had been stayed during the fatal illness of the deceased; for, in the midst of all the profusion of her ill-gotten wealth, she was tormented by heavy debts, like the rest of her unhappy class, who compensate by a fearful extravagance of luxury for the raw potatoes and cheerless garrets to which most of them were accustomed in their childhood.

☞ The Washington correspondent of the Ohio Statesman states that the Solicitor of the Treasury intends, some time during the fall, to hold a grand sale of all the property which, for many years past, has been accumulating on the hands of his predecessors. This is property that has been "taken for debts" due the United States by compounding, or has been bought in at the marshal's sales to prevent a total loss to the Treasury. Its title vests in the Solicitor such property, improved real estate, doubtful stocks, interests in wild lands, &c., is thus held by that officer to the value of some three or four millions of dollars; or, I should rather have said, it has cost the Treasury that amount, in the aggregate. The old banking house and lot of the Bank of Alexandria, in this neighborhood is on the list. This cost, originally, sixty-three thousand dollars—was taken, or bought in by Uncle Sam for some seven thousand; and two years ago (after having been twenty odd years in his possession—unproductive) would not have brought fifteen hundred dollars. Now, however, as the shipping business of the old burgh has commenced to thrive once more, under the operation of the revenue tariff, the enactment of which the merchants of that place kicked so hard against, the property may bring three or four thousand dollars. The grog shop is the grand purveyor for the pawn broker; while its rival in mischief—the bank—purveys for the Solicitor. Not more surely do tippling associations lead from want by misery and crime to the pawn broker's shop, than do banks lead to overtrading by speculation and extravagance, to infidelity to pecuniary public trusts; which ends, of course, in finding the property of the faithless agent and his bondsmen in the possession of the law officer of the government—thus to be sold. If a balance could be struck between these two potent agents of evil, it would be found that King Whiskey had done very little more harm to the people of the United States than his co-laborer in the work of practical demoralization—King Bank.

Vicissitudes in Life.—We find the following extraordinary series of personal adventures related in the London correspondence of the N. Y. Sun:

I have a bit of news to give you, which proves fanaticism and its evil fruits are current here as with you. There is a feeble old artist in London who models figures in plaster and clay. He is only second to Pestrucci, the medalist for the Mint. He was in his young days a chief of guerillas in Italy, a near relative of the Bishop of Milan, served under Murat when he was King of Italy, joined in an attempt at revolution, was expatriated, went to Florida with Murat, where he planted a vineyard and lived several months. The vineyard failing, he went to the North, married an American women and came to England, where he turned his attention to modeling and became second to none. Some of his clay dogs have brought £400 or $2,000. After living happily together sixteen years and rearing a beautiful genius of a boy, the wife lately ran off from London, while the husband was at Brighton, taking the boy, house furniture and about $500 in money with her, and has gone to the United States with a Mormon priest. Poor San Giovanni, for that is his name, has cast down his soul in utmost affliction, forsaken his labor and almost himself. He lives only to recover his boy, for which he offers $100 reward. The wife he says may stay with her spiritual grooms the Mormons. Poor San Giovanni, he has a beautiful rifle and pistols that would grace a a Corsair, but his eye is dim and his nerve unstrung by this calamity.

The only code among Christian nations, which acknowledges any rights in married women, and does not authorize a husband to rob them, is the *civil law*, or code descended from the Romans. It is the code of France, Germany, and all Southern Europe; and Napoleon, who understood a *few* things, and has raised a few monuments, made it the foundation of his own celebrated code. It is probably called the civil law for its civility to women, at least such would be a worthy etymolygy. If we in Pennsylvania adopted its leading feature respecting married women, and gave them, like Louisiana, Georgia and Maine, entire control over their property, society would not exhibit so many deplorable cases of women robbed by fortune-hunters and rakes and skinflints and selfworshippers, nor our courts be disgraced by complaints of monkeys without tails, against wives for exercising their *natural*, though thanks to the *chivalry* of our venerated ancestors, not their *conventional* rights. We *Christians* of Pennsylvania might learn a few good things, even from Mahommedanism. *Christian* writers, in the plenitude of their knowledge and liberality, have erroneously said that the Koran robbed women of their souls. But it does not rob them of their property. We wish that the common and statute law of Pennsylvania were as just and as gallant.—*Pa. Ledger.*

☞ The N. O. Mercury states that "a body of fourteen Americans and two Mexicans, in charge of some horses, about five miles from Vera Cruz, were attacked on the 10th inst. by a guerrilla party of 25 men, who succeeded in carrying off six horses, but with a loss of six of their men, who were killed.—The next morning the two Mexicans belonging to our party treacherously prevailed on one of our officers to accompany them, for the purpose of retaking the stolen horses. As soon as the were out of sight of our camp, the two Mexicans hung our officer, and mounting another Mexican in his place, succeeded in stealing sixty more of our horses. A strong force was despatched from Vera Cruz to retake the horses, but they could not be found."

A paper has been started in Mexico against the war, but opposed to the United States. Our federal papers here are not content with opposing the war, but the country too.

SUPREME COURT OF INDIANA.

May Term, 1847.

REPORTED FOR THE SENTINEL BY A. M. CARNAHAN, ESQ.

June 24th, 1847.

Rhoda v. Louthain and another. Error to the Tippecanoe C. C. Blackford, J.

An authority by deed is necessary to bind the principal under seal. But in this case (which was an action of debt on a single bond for the payment of money) the evidence tended to prove the defendant's acknowledgment of the bond. It was proved that after the bond had been signed with the names of the defendants by their direction and their seals attached thereto, (they not being present,) it was afterwards shown to them by the plaintiff and that they said "it was all right." *Held,* That it was not necessary for the defendants themselves to write their names and affix their seals to the bond. If upon its being shown to them after their signatures and seals had been put on it, they acknowledged it to be their act and deed, or used words equivalent to such an acknowledgment, it may be considered their deed.

The statement of a fact may be made by a witness to the best of his recollection or belief, or as he thinks the facts to be, and the evidence is admissible. *Reversed.*

Stacker v. Davis. Error to the Bartholomew C. C. Opinion by Blackford, J.

Action of Slander. In this case it was considered that the words charged to have been used were not actionable. That the *innuendo* as to the meaning of the defendant was not warranted by the previous allegations in the declaration. That the words used, viz: That the plaintiff had the defendant's horse, cannot be fairly considered to signify, with the assistance of the prefatory allegations and *colloquium*, that the plaintiff had stolen the defendant's horse. *Affirmed.*

Spiker v. Hollingshead. Error to the Jay C. C. Perkins, J.

A compromise obtained by fraud cannot stand. A compromise of a suit in which the plaintiff could not have recovered any thing on account of having no ground of action, cannot be sustained for want of consideration. *Reversed.*

Harmon, Exec'r, &c. v. Birchard. Appeal from the Orange C. C. Smith, J.

A voluntary payment of money in discharge of the debt of another, unless made at the parties request, or by his direction, will not bind the party for whom the debt was paid: to constitute a valid claim against the latter payment, unless expressly requested, must be for some legal demand which could not be resisted.

A garnishee in attachment is not bound to superintend a defence for the principal debtor, and is not answerable for such effects and irregularities in the proceedings as relate only to the mutual rights of the original parties to the attachment suit, but he should know that the proceedings against himself are valid, and such as he is legally compelled to obey; for otherwise, such proceedings being in their nature *ex parte* so far as the attachment debtor is concerned, they are no evidence of any request either expressed or implied on the part of the latter.

Prior to the passage of the R. S. of 1843, Justices of the Peace had no jurisdiction in actions in which executors or administrators were defendants, and had no authority to summon executors or administrators and require them to answer in their representative capacity as garnishee in attachment. *Affirmed.*

Laselle et al v. Jackson et al. Error to the Cass C. C. *Affirmed.*

July 1st, 1847.

Orth v. The State Bank of Indiana and Jennings et al.

Appeal from the Tippecanoe C. C. Smith, J.

The provisions of the Statute of frauds in force prior to the passage of the Revised Statutes of 1843, making estates held in trust liable to execution, applied only to such trusts as were expressly declared by deed, or resulted from some conveyance by implication of law.

Such trust could not result when there had been simply a contract to purchase, without conveyance, though the purchase money should have been fully paid. The decision in the case of *Modesett v. Robinson, 24 Blackford,* 431, re-examined and confirmed.

The provision of the Statute in the Revised Code of 1838, making deeds, not recorded within twelve months after their execution, void as against subsequent purchases or mortgages for a valuable consideration, unless recorded before the acknowledgments or proving and recording of the deed or mortgage under which such subsequent purchases or mortgage should claim, do not apply to judgment creditors.

When J had sold and conveyed a tract of land to C and the latter had paid the purchase money, but had not procured his deed to be recorded within the time required by the Statute, and the land was afterwards sold under execution as the property of J, he being in possession and the deed to C still being unrecorded, a purchaser at the sale by the Sheriff, would be protected by the Statute to the same extent that any purchaser would be protected, during the purchase at the time the sale took place. Such protection would not be upon the ground of a lien relating back to the rendition of the judgment, there being no such lien, but it would be afforded because the purchaser at a sale under execution, would possess the same rights as a purchaser of the execution defendant.

When in such case, J had conveyed the land to B by deed in fee simple for a reasonable consideration after the rendition of the judgment, and B had procured his deed to be recorded before the deed to C was placed upon record, B having no actual notice of the conveyance to C the former acquired a good title which could not be afterwards divested by a sale under an execution issuing upon the judgment. *Affirmed.*

Peterson and Lytle v. Deckey. Error to the Fayette C. P. Perkins, J.

This was an action of debt on two promissory notes, given by the defendant in error to the plaintiffs in error for the payment of $142,12 each in one and two years, dated Sept. 18th, 1835. The defendant plead in bar a title bond to certain lots of land in West Logan, made by the plaintiffs to the defendant. The plaintiffs having craved and obtained oyer of the bond and condition, demurred.

The material facts in the case are briefly these—the defendant, upon a negotiation with the plaintiffs for said lots of land, paid them $94,75, and gave his said two promissory notes for the residue of the purchase money, and took from them said title bond, the condition of which, *inter alia*, contains the following agreement, "now it is expressly agreed between the parties, that if the two said notes and interest are not paid at maturity, then this bond shall be void, and the money so paid be forfeited to said Peterson and Lytle."

The parties by express agreement had declared that the consequence of the non-payment of the notes at maturity should be, that the bond in question should be void, and the purchase money paid, forfeited. *Held,* That the rendering void the bond produced a failure of the consideration of the notes at the time it so became void, and no action can be maintained upon them.

Armentrout v. Meranda. Error to the Marion C. C. Blackford, J.

This was an action for libel. *Held,* That the publication complained of was not libelous, as it contained no charge of dishonesty, or any other misconduct calculated to injure the plaintiff's reputation. *Affirmed.*

Laird v. Pettinger. Error to the Tippecanoe C. C. *Affirmed.*

Blackmore et ux. v. Blysten et al. Error to the Tippecanoe C. C. *Affirmed.*

Stewart for the use of Kettering v. Brener. Error to the Warren C. C. *Affirmed.*

Andrews v. Hewitt. Appeal from the Delaware C. C.

Eirick v. Dell. Appeal from the Marion C. C. *Affirmed.*

Leviston et al. v. Hunt. Error to the Union C. C. *Affirmed.*

State ex rel. Lowrey v. Badley. Error to the Fountain C. C. *Affirmed.*

July 7th, 1847.

Jones v. Thomas. Appeal from the Union C. C. Smith, J.

One Bennett being the owner of a tract of land, executed two mortgages to Powell, one dated September 1841, and one dated March, 1842. The plaintiffs, Joneses, obtained a judgment on the 6th of August, 1842, and upon the sale by virtue of an execution issued on their judgment in April, 1844, they purchased the rents and profits for two years, and then leased their term to the defendant, the latter to pay them one half the crops raised upon the land by way of rent. In April, 1845 Powell obtained a decree of foreclosure of the mortgages before mentioned, and on the 9th of August, 1845, he purchased the fee simple of the mortgaged premises for $810, leaving a portion of the mortgage debt unpaid. *Held,* That a mortgagor in possession cannot make a valid lease to bind the mortgagee; and on the foreclosure and sale, the title and interest of the plaintiffs or their lessee, they being in the same position as the mortgagor, were divested, and the mortgagee or purchaser under the sale was entitled to the crops growing upon the land at the time of the sale. *Affirmed.*

Whitehead v. Cummings. Error to Jefferson C. C. Perkins, J.

This is a bill in equity brought by Mrs. Cummings against Whitehead for her dower in certain lands sold to Whitehead by the sheriff of Jefferson county on eight executions against her husband. Some of the judgments upon which these executions were issued, were rendered prior to her marriage with Cummings in 1841.

Mrs. Cummings claimed the right of dower in a full third of said property. But the court decides that a widow is not dowable in lands sold at sheriff's sale on execution under judgment obtained against the husband prior to his marriage.

It was also holden that when property is seized and sold by the sheriff on an execution issued upon a judgment rendered subsequently to other judgments, the executions on which he has in his hands, in contemplation of law, it is sold on all the executions in his hands, although in point of form it is sold on the execution on which it is seized.

But when, as in this case, the value of the property so sold exceeds the amount of the judgments rendered prior to the marriage, it was holden by the court that the rule should be to take an account of the liens upon the real estate purchased, which attached prior to the marriage, deduct them from the entire value of the property, and then cause dower to be assigned in so much of the lands in value as shall be equal to one third in value, less than the amount of the liens created before the marriage. *Reversed.*

The State ex rel. State Bank v. Michaels et al. Error to the Tippecanoe C. C. Perkins, J.

Where a sole defendant in ejectment dies after judgment but before execution, execution issued without revivor of the judgment is void.

Associate Judges in vacation have no power in any case to grant an injunction to operate beyond their proper county.

When the court wrongly sustains a demurrer to one plea, and wrongly sustains a demurrer to the replication of the other, and renders final judgment for the defendant, the *two wrongs, &c. in such a case making a right*, the judgment will not be reversed. *Affirmed.*

Durham and another v. Walker. Error to the Vigo C. C. Blackford, J.

The act of 1841 relative to stay of execution does not apply to a sale under a distress warrant for rent. *Affirmed.*

Athearn v. Brannan. Appeal from the Ohio C. C. Blackford, J.

Action on a promissory note, and for money lent, and account stated. The defendant plead to bar a former judgment obtained against the plaintiff to the Supreme Court in Cincinnati upon the same causes of action, replication *nul tiel record*. Demurrer upon *oyer* to the second and fourth pleas. The demurrer was sustained because there was a variance between the cause of action contained in the record, and the cause of action declared upon in this suit. The cause in the record being on a promissory note and for *work, labor and services, &c.* *Held,* That the demurrer was correctly sustained, variance appearing from the record.

To sustain the plea of a former judgment, &c., the record should show that the former recovery might have been for the same causes of action as those of the subsequent suit.—The issue upon such plea can be decided by the record alone, and the record not supporting it, was correctly rejected. *Affirmed.*

Follow et al. v. Walter et al. Error to the Allen C. C. *Affirmed.*

State v. Modisett. Error to the Clay C. C. *Affirmed.*

Floyd v. Baker. Error to the Dubois C. C. *Affirmed.*

Deleran v. Lister. Error to the Marion C. C. *Affirmed.*

Graham v. Dawson. Error to Vigo C. C. *Affirmed.*

Scott v. Lyman. Appeal from the Orange C. C. *Affirmed.*

Carpenter v. Runnells. Error to the Fulton C. C. *Affirmed.*

Mayer et al. v. McCullough et al. Error to the Marion C. C. *Affirmed.*

Dunn and others v. Frazier. Error to the Dearborn C. C. Smith, J.

An execution creditor is not liable either in law or equity, to refund to the purchaser at a sheriff's sale the money paid by him, no false representations having been made by the creditor, upon the ground that the execution debtor had no title to the property so purchased.

The rule *caveat emptor* applies in such cases. *Reversed.*

Stingle et al. v. Hawkins. Error to the Wayne C. C.—Smith, J.

Where notes are given for the purchase money of real estate, and bonds are made for the conveyance of the property on payment of the notes, or as soon as the notes are paid, the payment of the notes and the execution and delivery of the deed are concurrent acts, and that neither party can sue the other for a failure to perform one part of the contract, until he has performed or offered to perform the part which devolves upon himself, unless some sufficient reason is shown for the failure to do so. *Reversed.*

July 12th.

Doe ex dem. Martin v. Brown. Error to the Clinton C. C. Smith, J.

The attendance of the defendants or their attorneys at the taking of a deposition by the plaintiff, is a waiver of any objections for the reasons that sufficient notice had not been given, they making none at the time the deposition was taken.

As a general rule, when an attorney appears for a party the court will look no further, but will take it for granted that he has sufficient authority; and after a guardian *ad litem* has been appointed by the court, if an attorney appears and pleads in the name of infant defendants, it will be presumed that he is properly authorized to do so. When authorized to appear, an attorney bears the same relation to an infant client as in the case of an adult. *Reversed.*

Fenton v. Fenton. Error to the Parke county Probate Court. Smith, J.

It is true, as a general rule, that courts of equity following the rule of law as to participators in a common crime, will not grant any relief asked for by a party who is *particeps criminis* to a fraudulent act. But this rule has some exceptions, as when the agreements or other transactions sought to be repudiated are against public policy; and a distinction has frequently been made in favor of parties who do not stand *in pari delicto*, and especially when one of the parties through age, infirmities and imbecility of mind has been imposed upon. In such cases, the court, in the exercise of the discretionary power incident to all such applications, may grant relief. *Affirmed.*

Hedges v. Allison. Error to the Allen C. C. Perkins, J.

The giving a promissory note, and its subsequent assignment are two different contracts, and the giving in evidence of one of them does not carry with it the other. *Held* That the justice of the peace (before whom the case was first tried) had jurisdiction, with a reference to the same case in 5th Blackf. 545. *Held*, further, That the evidence upon the record does not prove a want of consideration as urged by the defendant. *Reversed.*

Barbour Ex'r of Beard dec. v. Adams. Error to the Vigo C. C. Blackford, J.

The assignee's right to sue the maker of a promissory note, governed by the law-merchant, is not taken away by a judgment recovered against the endorser, until that judgment is satisfied. The entry of bail in such cases is only a security for the judgment and not a satisfaction of it. The circumstance that the present defendant is himself bail for the stay of execution on the said judgment, and that when the stay has expired, execution may issue against him, on the recognizance, makes no difference. He entered into the recognizance voluntarily, for the accommodation of the indorser, and could not, by such act, avoid his previous responsibility to the plaintiff on the note. *Affirmed.*

State Bank v. Nutt. Appeal from the Vigo C. C. *Reversed.*

Thompson v. Lindley. Error to the Vigo C. C. *Affirmed.*

Whitman for use &c. v. Conner. Error to the Wayne C. C. *Affirmed.*

Driskill v. Ferguson. Appeal from the Washington C. C. *Affirmed.*

McClelland for use &c. v. Latta. Appeal from the Noble C. C. *Affirmed.*

July 15th.

Stone v. Huxford. Appeal from the Parke county Probate Court. Smith, J.

Any devisee or other person interested may have a will proved.

When a devisee of an estate, to take effect after the determination of a life estate granted to another, refuses to accept and to perform the conditions specified by the testator, the devise over to him is void and the heirs may enter.

The question whether there has been such refusal may arise in an action of ejectment, or upon proper issues raised in proceedings under the statute to obtain partition of the lands of the testator amongst his heirs at law, but such refusal affords no ground for an issue to be directed to a jury for the sole purpose of testing the validity of the will. *Affirmed.*

The State v. Wolverton. Error to the Vermillion C. C. Perkins, J.

Perjury cannot be maintained when the supposed perjury depends upon the construction of the legal import of an instrument of contract. *Affirmed.*

Cain v. Foote. Error to the Marion C. C. Blackford J.

A writ of error will not lie to an interlocutory order, dissolving an injunction. *Dismissed.*

Yeakel v. Peterson. Error to the Tippecanoe C. C. *Affirmed.*

Yarrow v. Tousey. Error to the Dearborn C. C. *Affirmed.*

West v. the State. Appeal from the Lagrange C. C. *Affirmed.*

Smith v. Addleman. Error to the Wayne C. C. *Affirmed.*

Lamb v. Wood et al. Error to the Union C. C. *Affirmed.*

Hutchinson v. Timmons. Error to the Allen C. C. *Reversed.*

For Congress.

WILLIAM W. WICK.

MARION COUNTY NOMINATIONS.

Representatives, THOMAS W. COUNSEL, GEORGE A. CHAPMAN.
County Treasurer, JOHN M. TALBOTT.
County Assessor, AHIRA WELLS.
County Commissioner, ELIAS N. SHIMER.
School Commissioner, ABRAHAM KOONTZ.

We are authorized to announce Jacob Landis as a candidate for county Treasurer.

FRESH DRUGS AND MEDICINES.

DAVID CRAIGHEAD would respectfully inform his old customers and all wishing to purchase goods in his line, that he is now receiving at his old stand, the largest and best selected stock of *Drugs, Medicines, Perfumery, Paints, Oils, Varnishes, Dye Stuffs, Glass Ware, Window Glass, White Lead* and every article in his line, that has ever been received at this establishment, all of which have been selected with great care in the cities of Philadelphia and New York.

The attention of physicians, merchants, painters, fullers, hatters and all others, are particularly invited to give him a call, as he feels confident that he can offer inducements to purchasers (for cash;) that cannot be surpassed in the West.

Indianapolis, July 15, 1847. 14

DR. UPHAM'S Vegetable Pill Electuary, a certain cure for the piles, just received by 14 D. CRAIGHEAD.
July 15, 1847.

Botanic Medicines.

JUST received a full assortment of Botanic Medicines to which I would respectfully invite the attention of practitioners and others.
July 15, 1847. 14 D. CRAIGHEAD.

New Goods.

JUST received and now opening at *GRAYDON'S Hardware Store, Sign of the Saw*, a large and well selected assortment of goods in the Hardware line, purchased at the lowest rates in the cities of Philadelphia, Pittsburgh and Cincinnati, all of which will be sold upon the lowest terms for cash or country produce.
July 16, 1847.

More New Goods.

5 PIECES Imperial, wool and cotton carpeting, 31 cents to $1 00; 6 pieces Ginghams, 12 1-2 to 25 cents; 5 pieces plaid satin cravats and vestings; 5 pieces silk warp and cotton alpacas, very cheap; 4 pieces 10-4 black wool embroidered shawls; 3 dozen elastic suspenders, new style; 12 pieces of carpet binding; also eylet stays; 30 ready made grain sacks, 37 1-2 cents; 100 yards 4-4 duck; also towels and toweling, 12 1-2 cents; one bale colored carpet chain; one bale not colored; 50 yards white and pink satins, cheap; 5 pieces plain and rich black and blue black silks; ladies half fringed black silk long mitts, at 75 cents; black silk single fringe; mohair, do.; ladies and gents. fine white silk gloves; extra fine linen cambric hankerchiefs, $1 50; light col'd worsted moreen for ladies wear; extra superfine French and English cloths and cassimeres, cheaper than the cheapest. The best bargains always to be obtained at the cash store of
July 15, 1847. 14 T. R. CASE.

Dissolution of Co-partnership.

THE co-partnership heretofore existing between the subscribers, under the name and style of Noel, Browning & Co., is this day dissolved by mutual consent.

Persons indebted to, or having claims against the late firm, will please call *immediately*, and settle their claims with S. V. B. & T. R. Noel, who will continue the grocery business at the old stand.

S. V. B. NOEL,
GEO. T. BROWNING,
T. R. NOEL.

July 14, 1847. 14 4w

Ladies, Look Here!

I HAVE just received a few pieces of very rich Swiss dress patterns, Jackonet, Swiss, Book and Mull Muslin, fine under worked Habits; Mohair plaid; Gloves and Mitts of every description, all of which I will sell low. 14 A. H. DAVIDSON.

GINGHAMS, Lawns and Prints, a great variety, at 14 DAVIDSON'S.

SHIRTING, Pillow case goods, sheetings and drillings, bleached and unbleached, just received by 14 A. H. DAVIDSON.

QUEENSWARE and Glass, a fine assortment at 14 A. H. DAVIDSON'S.

PIANO MUSIC—Just received July 14. 14 MORRISON & TALBOTT.

INSTRUCTION BOOKS, for the Piano, Guitar, Flute and Violin. July 14. 14 MORRISON & TALBOTT.

THE BATTLE OF BUENA VISTA—For the Piano. July 14 14 MORRISON & TALBOTT.