INDIANA STATE SENTINEL.

Decisions of the Supreme Court of Indiana.

NOVEMBER TERM, 1851.

REPORTED FOR THE STATE SENTINEL BY L. BOLLMAN.

Reinhard *vs.* Keith. Error to the Wayne County Court.

Keith took out a writ of foreign attachment, in Wayne county, against H. and S. Blackford, in 1847, which was directed to the Sheriff of that county, and by him returned that the defendants had no property in that county. Afterwards another writ of foreign attachment was issued by the clerk of Wayne county, directed to the Sheriff of Henry county, which was returned by him levied on certain real estate. A summons was afterwards issued by the clerk of Wayne county, directed to the Sheriff of Vigo county, commanding him to summon Reinhard as garnishee in said attachment suit, to appear at the next term of the Wayne Circuit Court. Subsequently judgment was rendered against the attachment defendants for $270 and against Reinhard, by default, as garnishee, for $450, who brought the case to the Supreme Court.

Judge BLACKFORD held,

1. That the clerk of the Wayne Circuit Court had no authority to issue the summons against Reinhard, because the R. S. pp. 765, 772, 774, expressly declare that no judgment shall be given against the estate of the absconding debtor, or against a garnishee, unless the writ of attachment shall have been executed on some property belonging to the absconding debtor, situate in the county where the suit was commenced, or unless process shall have been served upon some garnishee therein residing or found.

2. That the provision of the R. S. p. 767, authorising proceedings against the garnishee where the writ of attachment is returned "no property found" has reference only to the summoning of a garnishee who is resident in the county where the attachment issued.

Judgment against Reinhard reversed, &c.

Philips *vs.* Doe. Error to the Cass Circuit Court.

Rucker brought this action of ejectment against Philips and recovered in the court below.

In 1847, William Brown, then the owner of the land involved in this suit, leased it to Rucker, on conditions that he would do certain clearing and fencing, for which he was to receive $130, and for every acre of cleared ground he was to pay Brown a rent of two dollars, to be made in annual payments, the first to be paid on the 1st day of January, 1849. And if he neglected or refused to pay the rent when due, Brown was authorized to re-enter on said premises and take possession of the whole of them without any hindrance whatever, and no wheat, corn, hay, or other article, raised or growing, on said premises was to be taken off them until the full amount of rent coming to Brown was paid. Rucker failed to pay the rent on the 1st of January, 1849, but it was not demanded of him on that day, nor ever afterwards on the premises. In the spring of 1849, he subleased the house and garden to one Richardson, until the 1st of October following. In April 1849, Brown sold the land to Philips, who bought Richardson's lease also, and then took possession of the whole farm. Before the time when Richardson's lease would expire, this suit was commenced.

Judge PERKINS held,

1. That in order to work a forfeiture of the lease for non-payment of rent, it was necessary that Brown should have demanded the amount of rent due, on the day it fell due, and just before sunset on that day. Ad. Eject. 160, 17 John. 66.

2. That the provision in the lease, prohibiting the removal of the hay, &c., was simply a covenant, the breach of which did not work a forfeiture of the lease.

Express words of re-entry were necessary. In Coke upon Littleton, 204, a, in the observation upon Sect. 330, it is said, "Hereby it is evident, that some words of themselves do make a condition, and in some other (whereof our author here and in the next section, putteth an example) do not of themselves make a condition without conclusion and clause of re-entrie." See also 4 Kent 123. Comen 221.

Judgment affirmed.

Burger *vs.* Rice. Error to the Floyd Circuit Court.

Rice had agreed with Burger to let him have half the paupers of Floyd county to keep, he having, by contract with the overseers of the poor, the whole of them to keep. This agreement he violated, and this suit was brought on account of its breach. The court below instructed the jury, that if the contract between Rice and the overseers was made pursuant to law, it was a valid contract, and imposed upon Rice a personal trust, which he could not rightfully transfer to another; that such a transfer was not in accordance with the terms of the contract, and was in violation of the most obvious principles of public policy. This instruction was excepted to. Judgment was given for the defendant.

Judge PERKINS held,

1. That the Revised Statutes, p. 356, section 6, contemplated that the overseers, in awarding the paupers upon bids received, are not bound to receive the lowest bid, irrespective of the person making it, but are to be influenced by the moral character of the bidder, as well as by the price offered.

2. That this construction of the statute is favored by other provisions of the law. The overseers are required to exercise a general oversight as to the treatment of the paupers: R. S., p. 356. The County Commissioners, in counties where asylums are built, are to employ some *humane* person to take charge of the asylum: R. S., p. 361. So in analogous cases. A contract of apprenticeship is not assignable, except by consent of parties concerned: 2 Kent's Com., 264; 8 T. R., 63; 2 Bing., 229.

3. That the contract, therefore, upon which this suit was brought was against public policy, and void.

Judgment affirmed.

Revis and Collamer *vs.* Doe. Error to the Rush Circuit Court.

In 1847 George Hewitt conveyed to Collamer the land in controversy. In 1344 he had sold the land by contract to Joel Revis and received the greater part, if not all, of the purchase money. In 1840 John D. Revis had become bail for said Joel, in stay of a judgment, and, as such bail his property was sold in 1847 to satisfy this judgment. Four days before the land was conveyed to Collamer, John D. Revis obtained a judgment against said Joel, for $227, the amount made out of his property. At that time Joel Revis had a bill pending, to compel Hewitt to convey the land to him; but upon John D. Revis obtaining his judgment, an arrangement took place between Joel, Hewitt, and Collamer, pursuant to which, Hewitt conveyed to Collamer. The land was subsequently sold, to satisfy the judgment of John D. Revis, and the purchaser at that sale brings this suit. In the court below the conveyance to Collamer was decided to be fraudulent, and that the land passed by the sheriffs sale.

Judge PERKINS held,

1. That the evidence, as to the question whether the conveyance to Collamer was fraudulent or not, was such that this court would not have disturbed the finding of the jury, had it been either way.

2. That whether the land was conveyed to Collamer in trust for Joel Revis, or "with intent to defraud" John D. Revis out of his judgment, Collamer being a party to the fraud, were questions for the jury, and, in either case, are within the provisions of the statute of frauds in reference to the sale of lands on execution; R. S., 453, section 1.

3. That it was no error to sell the land without appraisement because the bail on the judgment was in 1840, and the law then in force did not require any appraisement.

Judgment affirmed.

Watson *vs.* the State. Error to the Switzerland Circuit Court.

This was an indictment against Watson for knowingly willfully permitting his horse to be run in what is commonly called a horse race, along and upon a public highway. Judgment for the State.

The person who rode the horse testified that he borrowed the horse from the defendant, to gallop with another person's horse; that they did not gallop at more than half speed; that there was no bet or judges, &c. There was other testimony showing that the defendant knew his horse was to be run.

It was contended for the defendant, that to constitute a horse race there must be a bet, a certain distance to be run agreed upon, and judges appointed to decide the race.

Judge SMITH held,

1. That these formalities were not necessary to constitute the offense for which the defendant was indicted. There were two offenses designated by our statutes, one consisting in fast riding upon the public roads, to the inconvenience and danger of persons passing and repassing; and the other in betting upon the race which is a game or wager: R. S., p. 982; 8 Blackf., 332.

2. That evidence, that the running was done along a road leading from one town to another, in the county of Switzerland, was sufficient, *prima facie*, to show that it was a public highway.

Judgment affirmed.

Lewis *vs.* Matlock and others. Error to the Hendricks Circuit Court.

This was a bill in Chancery to subject certain real estate to the payment of a judgment, rendered in October, 1842, in favor of Lewis and against one Dickens. In 1838, Simpson obtained judgment against Dickens for about 1500 dollars, on notes given to him before that time, and to secure which Dickens had conveyed the land in question to Simpson. These judgments he assigned to Matlock, together with the securities. Various payments were made on these judgments, and in 1843 Matlock and Dickens had an account when it was found there was due a balance due the former of 500 dollars, when a conveyance of part of the land was made to Matlock. The judgments were then receipted in full, and the receipts ante-dated to the year 1841. In 1841, Dickens sold all the land to one DePew, except that part conveyed to Matlock. The Court below entered a decree directing the land conveyed to Matlock to be sold, to be applied to the payment of Lewis's debt, *after the payment of what was due to Matlock.*

This decree was sought to be set aside by Lewis, on the ground that the Court below erred in admitting evidence contradicting the records, &c., of the judgments in favor of Matlock, which records showed they were satisfied in full in 1841.

Judge SMITH held,

That the evidence was correctly admitted, as it does not in any way contradict the receipts, but merely shows the consideration for which they were executed.

Decree affirmed.

Abshire *vs.* Cline. Error to the Elkhart Circuit Court.

This was an action for slander, and the declaration contained two counts, the first charging the speaking of words by Abshire, the defendant, importing that he had committed fornication with the plaintiff, and the second alleging that the defendant had spoken these words: "Sarah Jane (meaning the plaintiff) told me (the defendant) that her brothers had" using words importing carnal intercourse "with her."

The defendant pleaded the general issue, and two pleas to the second count, the first of which alleged that the plaintiff had incestuous intercourse with her brothers before the speaking of the words, and the second averred that the plaintiff did tell the defendant that her brothers had sexual and illicit intercourse with her. This last plea was demurred to, and the demurrer sustained. Trial and verdict and judgment for the plaintiff below. The errors assigned will be learned from the questions decided.

Judge SMITH held,

1. That the words charged in the second count, with the accompanying averments, are actionable because they impute the crime of fornication to a female, which are actionable by the provisions of the R. S., p. 691. This case differs from that reported in the Ind. R. 322, because in that case the words were spoken of a male.

2. That it is not necessary that the words should amount to a *direct affirmative* charge, but if they are calculated to induce the hearers to suppose the plaintiff was guilty of the crime imputed, it is sufficient. 5 Blackf. 453.

3. That the demurrer to the second plea to the second count was correctly sustained, because it would be no justification to prove that the plaintiff had spoken the words in jest, and, on the other hand, if the defendant wished to prove that he spoke the words on a justifiable occasion without malice he could have done so under the general issue. 8 Blackf. 95.

4. That the court below properly refused the defendant leave to introduce evidence of the truth of the words charged in the first count, for the purpose of rebutting the inference of malice, because it is well settled that such evidence was not admissable for that purpose, under the general issue. 6 Blackf. 155.

5. But that the Court below erred in excluding proof that the plaintiff had been guilty of sexual intercourse with her brothers, for such evidence was admissable under the plea of justification to the second count.

Judgment reversed.

Williams *vs.* Beisel. Appeal from the Lagrange Circuit Court.

The Court below set aside a recognizance of special bail, which was entered as follows:

"Samuel P. Williams *vs.* Edward Wright. Comes now Peter Beisel and acknowledges himself replevin bail and security for the payment of the above judgment at the expiration of the time allowed by law for the stay of execution. Peter Beisel."

This entry is entitled in the same manner as the judgment, but was not made immediately under the judgment on the order book, there being several intervening entries.

Judge SMITH held:

1. That although, in the above entry, no reference is made to the interest and costs accrued and accruing, as is the case in the form prescribed by the statute, yet as such interest and costs are included in the judgment, it is sufficient in substance.

2. That as the motion to set aside the recognizance was not made until after the time, for stay of execution, had expired, the mere fact that the entry was not made immediately under the judgment, affords no sufficient reason for setting it aside. The statute, as to the place where the entry is to be made, is only directory to the clerk, and does not make the recognizance void, if not strictly followed, in that particular.

3. That, perhaps, if the motion had been made at a seasonable time, to have the entry set aside or altered, it might have been entertained.

Judgment reversed.

John Boylan *vs.* Whitney and Faulkner. Error to the Carroll Circuit Court.

This was an action of debt against John Boylan, brought upon a judgment against John and Samuel Boylan, rendered in the State of New York.

The defendant pleaded that he was a resident of Indiana at the time the judgment was obtained; that he had not been in New York or served with process, and had authorized no one to appear for him, &c. On the trial, it was shown by the record that B. F. Hawood had appeared as attorney; when the defendant offered to prove that B. F. Hawood had appeared as attorney in the case, at the request of Samuel Boylan, who had been his (the defendant's) partner in the business out of which the suit arose, and who was authorized to settle up; and that he (the defendant) from the commencement to the close of the suit in New York, had been a resident of the State of Indiana, and had not been in the State of New York. This evidence was excluded by the court below, and judgment was given for the plaintiffs.

Judge SMITH held.

1. That in actions upon judgments rendered in another State, it has been settled that a defendant may show *dehors* the record, that he was not within the jurisdiction of the court, and that an attorney who undertook to appear for him had no authority to do so. 6 How. U. S. R., 163, and recent decisions of this court.

2. That whether one partner has authority to employ attorneys for the firm, in an action against the firm, need not now be decided, as the evidence of partnership in this case was not conclusive.

Judgment reversed.

The State *vs.* Armstrong. Error to the Tippecanoe Circuit Court.

This indictment, which was against the defendant for suffering his horse to be run on a public highway, was quashed in the court below, because the terminii of the highway were not stated.

Judge SMITH held.

That the termini of the highway need not be stated. State *vs.* Burgitt, Ind. Rep., 340.

Judgment reversed.

Ashby *vs.* West. Error to the Dearborn Circuit Court.

West brought an action of replevin against Ashby for 420 barrels of flour. The pleas were the general issue; property in the defendant; property in Edmund Hale; property in William Bradley. Trial, verdict, and judgment for the plaintiff.

The facts are as follows:

William Bradley, by a written contract, agreed to manufacture 2,000 barrels of flour for West & Co., from wheat to be delivered to him by them. The wheat was delivered, and the flour in controversy manufactured out of it, when it was shipped by Bradley to the defendant's warehouse, who gave him warehouse receipts for it. These receipts Bradley transferred to Edmund Hale, to secure a loan.

West, on the trial, offered to prove the declarations of Bradley, who had said, when he received the wheat, that it was West's; and when he shipped the flour, that it was West's flour. This evidence was objected to, but the objection overruled.

Judge BLACKFORD held.

1. That it is a general rule that declarations made by a third person, not under oath, are not admissible in evidence; that the issue in this case was whether the flour was the plaintiff's property, and that issue was to be proved independently of the declarations of the assignor of the warehouse receipts, who, for anything appearing, could have been examined as a witness for the plaintiff.

2. After evidence had been given of a demand made for the flour, of an offer to pay warehouse charges, refusal, &c., together with the facts above stated, the defendant offered to prove, by the deposition of William Bradley, that the greater part of the flour sued for was in his mill before he received any of the plaintiff's wheat, &c. This deposition was objected to, on the ground that the witness was interested in favor of the defendant, which objection the court below sustained.

Held. 1. That if Bradley had not transferred the warehouse receipts, he would have been a competent witness, because a judgment rendered in this suit, either for the plaintiff or defendant, could not have been admissible in evidence, in a subsequent suit brought by Bradley, either against the plaintiff or defendant in this suit. If judgment in this suit had been given for Ashby, and Bradley (if the holder of the warehouse receipts) had sued him for the flour, the judgment would not be admissible for Bradley. So, on the other hand, if judgment had been given for West, and Bradley should sue him for the flour, it would not have been admissible in evidence for West and against Bradley; for the reason, that in neither of these cases would Bradley be a party, or privy to the judgment. Hearne *vs.* Turner, 2 Mann, Granger and Scott, 535.

2. That the assignment to Hale of the warehouse receipts does not make any difference; because if Ashby had lost this suit, and Bradley be afterwards sued, on his warranty of title, by Hale, the judgment against Ashby would not be evidence for Hale, the latter not being a party or privy to the first suit. The deposition ought, therefore, to have been admitted in evidence.

3. That the written contract between Bradley and West is one of bailment, and not of sale.

4. That the other instructions given by the court below, and those which were refused to be given, must be presumed to be correct, as the transcript does not profess to contain all the evidence. 8 Blackf. 246.

Judgment reversed.

The City of Madison *vs.* Ross. Error to the Jefferson Circuit Court.

Ross brought an action in case against the City of Madison, for injury sustained by him as owner of a tanyard, in consequence of the insufficiency of a culvert and embankment, erected by authority of the city. The general issue and a special plea were pleaded. Judgment for the plaintiff.

On the trial the court below gave various instructions, to the effect, that if the damage to plaintiff happened in consequence of the improvement, the city was liable at all events. The court refused to give the following instruction:

"If the jury shall find that the damage complained of was occasioned by a flood of water so much more extraordinary than usual, that ordinarily careful and thoughtful men, and ordinarily skilful engineers would not contemplate that such a flood would ever occur, and said culvert and improvement did prove sufficient for all purposes for about three years, the jury should find the damage to have happened by what is called the act of God, and should find for the defendant."

Judge PERKINS held,

That this instruction was within the law, and ought, therefore, to have been given. In the case of the Mayor, &c., of New York *vs.* Bailey, 2 Denis, 433, it is said that "the degree of care and foresight which it is necessary to use in cases of this description, must always be in proportion to the nature and magnitude of the injury that will be likely to result from the occurrence which is to be anticipated and guarded against. And it should be that care and prudence which a discreet and cautious individual would or ought to use if the whole risk and loss were to be his own exclusively."

Judgment reversed.

Larsh *vs.* Brown. Error to the Union Circuit Court.

A bill in chancery was filed by Larsh against Brown, in which the complainant prayed that the defendant answer *without oath* and make a full answer of all their partnership accounts. Such answer was given, and from it it appeared that the complainant was largely indebted to the defendant. Replication in denial, &c. Decree against the complainant for 50 dollars and 45 cents.

The court below instructed the jury that the answer is evidence, and should be taken as true unless impeached or disproved by at least one witness, or circumstantial evidence.

The court refused to give instructions to the effect, that the answer was no evidence whatever of the truth of the accounts, as therein set out, but required the same proof as any other pleading which is denied.

Judge BLACKFORD held,

That the Court below ought to have given the instruction which it refused to give, and ought not to have given the one it did, because an answer without oath cannot operate as evidence for the defendant under the act of 1847, p. 60.

Judgment reversed.

Sofield *vs.* White Water V. Canal Co. Error to the Fayette Circuit Court.

In 1821, Lewis Sofield purchased a lot in the town of Connersville, upon which he lived with his wife Phebe, the plaintiff, until 1838, when he died intestate. She remained there until 1845. It was not known that he had any other heirs than his wife. A witness had known him for seventeen years, and had never heard of any. The canal company had injured the lot, in the construction of their canal, to the amount of 100 dollars. Upon these facts the court below gave judgment for plaintiff for 33 dollars and 33 cents only.

Judge PERKINS held,

That these facts, *prima facie* rebut the presumption that Lewis Sofield left any other heirs than the plaintiff, and, our statute, in such case, giving her the whole of her husband's estate, the court below ought to have rendered a judgment for 100 dollars.

Judgment reversed.

Sample *vs.* Lamb. Error to the St. Joseph Circuit Court.

Sample brought suit against Lamb, before a justice, on a note for 92 dollars and 71 cents, which had been made payable to Gilmore and Kaufman, by them assigned to Sample and by him to Kaufman, but subsequently Sample took it back, striking out his assignment to Kaufman. The defendant pleaded a set-off of 300 dollars, owing to him by Kaufman, whilst he had the note, &c. After he had proven his set-off, the plaintiff released Kaufman from liability to him, and proposed to prove by him that this set-off had been settled and paid, but the court below refused to hear the testimony.

Judge PERKINS held,

That under the provisions of the R. S. p. 577, Sect 9, this set-off could be pleaded against the plaintiff, and if he obtained a judgment for any amount on the note, it would involve a determination upon the validity of the account against Kaufman, and bar any other suit upon it; and as the account is larger than the note, it was apparent that Kaufman was interested in swearing it off, for he would then be free from liability on the whole of the account.

Judgment affirmed.

Decker *vs.* Shaffer. Error to the Whitley Circuit Court.

This was an action of assumpsit against Decker, administrator of Stookman. The facts as shown by the evidence are, that Shaffer sold a mare to Cuppy, who gave his note. Soon after Stookman bought the same mare of Cuppy, and promised him to pay his note to Shaffer. The promise was not in writing. Afterwards Stookman refused to pay, but said he did not owe Cuppy, and intended to pay Shaffer. Cuppy was insolvent. The Court below gave judgment for the amount of the note and interest.

Judge PERKINS held:

That this judgment was erroneous, because to sustain it, an agreement ought to have been proven, by which Cuppy was released from his note, and, in consideration thereof, Stookman became debtor to the plaintiff for the amount of the note. Such an agreement cannot be inferred from the evidence. 1 Chitty Pl 10.

Judgment reversed.

Hobbs et al. *vs.* Commissioners, &c., of Lagrange County. Error to the Lagrange Circuit Court.

This was a bill in Chancery for a specific performance, brought by the Commissioners and Agent of Lagrange county. Decree for the plaintiffs. By an act of the Legislature, the county seat of this county was authorized to be re-located by certain Commissioners, who were empowered to receive donations for that purpose. The defendants below, executed their bond to the Commissioners, containing, among other things, this provision—"and shall also donate for the use of said county 20 acres of land to be laid off in out lots on the west side of said village plat," (the new located county seat.) Subsequently a deed was executed by them for 20 acres of land on the west side of the village the base line of the land, extending only along about *half* of said west line. This deed was received by the county. Four years after, this suit is instituted to have the deed corrected by making the base the base line extend along the whole of the western boundary of said town. Decree below for the plaintiffs.

Without deciding whether the rule of construction would require that the *whole* line must be taken as the base, or whether parol evidence is admissable to explain such grants,

Judge PERKINS held:

That as the deed embraced the requisite quantity of land and gave a plain description of its location, and as no pretence was made of misrepresentation, concealment, fraud, or misunderstanding of any kind about the contents of the deed, and as this deed had been accepted by proper officers, the county was now estopped from going behind that acceptance.

Decree reversed.

Kossuth and His Opponents.

We are at a loss to understand the motives of some of those who seem most bitterly opposed the noble Hungarian. The Republic at Washington has, from his first appearance upon our shores, sedulously sought to depreciate his claims upon our sympathies, and to subdue the enthusiasm of our people in his behalf. It and other prints have attempted to prejudice the South against him, by a vain effort to connect him in some way with the abolitonists of New York. This is as unjust as it is ungenerous, for there is not the slightest foundation for any such insinuation. Kossuth has carefully, in all his speeches, refrained from any allusion to the different parties of our country. He has emphatically declared that he could not and would not know any such distinctions. He comes to our country as a whole—his mission is in behalf of great principles, alike interesting to every lover of humanity and every patriot's heart, no matter to what party he may belong. We honor the man from our inmost soul, and believe him worthy the honor and confidence of every freeman. With such feelings and such views, we can but condemn every attempt to depreciate such a man, or to cloud his pure and spotless patriotism with the taint of sectional strife. If the appropriation of fifty or a hundred millions would insure the establishment of rational, *republican liberty* upon the continent of Europe, we would gladly see it appropriated, and believe it would soon be repaid to us by the increase of our commerce. But if it added nothing to our revenues, where is the patriot heart that would object to such a gift, if by it we could secure the future happiness of so many millions of our fellow men? God has not given to us so many and such distinguishing privileges and blessings, that we should selfishly and meanly hide them from the common brotherhood of humanity; but rather that we should so use them as to lead others to a like enjoyment. This is our view of the subject, and although, as we have heretofore said, we do not think that we are called upon to peril our own safety or liberty in the strifes of others, yet so far as they can be aided, in a just cause, without periling these, so far would we be ever ready to go.—*Baltimore Republican.*

[For the Daily State Sentinel.]

ST JOSEPH CO., Dec. 29, 1851.

ED. SENTINEL:—It is a matter of supreme astonishment to most people in this section of the State, that the present Auditor shall feel himself sufficiently within the pale of the Democratic organization as to justify even his presentation as a candidate for re-nomination. If his course since becoming a State officer has not worked a forfeiture of all claims upon the party for support we would be glad to know how far a public man may diverge from a right line and still be recognized in Indiana as a proper recipient of political favor; or is it true in politics as some assert in religion, "the greater the sinner, the greater the saint?" Measured by this rule he most certainly has strong grounds; for it is undeniable that no whig print has worked so much mischief to our cause as the "*Statesman.*" This we attribute not to its power as on ably conducted journal, for its frequent changes plainly prove its entire want of ability, but its *position* as a pretended co-operator with the real friends of the Democratic cause gave it an influence for evil which a bold and talented opponent could not have acquired. Gorgey, the betrayer of Hungarian freedom, in ability falls immeasurably below the noble Hero whose eloquence is now exciting the sympathies and moving the hearts of Liberties true worshippers throughout the world; and yet Gorgey by his *position* was enabled to crush the hopes of a nation, and destroy the patriotic labors of the greatest chieftain and profoundest Republican Statesman Europe has ever produced; a melancholy proof that a man of small mental calibre may do much harm if he is but placed in an effective position.

The Auditor commenced *assisting* the party that made him, by publishing a paper at the Capitol, the object of which was to supplant an existing State Organ, which no one had objected to. An officer of State should be able to find business enough to occupy him in the duties of his station without using his position to destroy that harmony among us, without which he could never have been elected.

This next *assistance* was rendered in the shape of uncalled for, unkind, and *unjust*, flings at Gen. Cass, whose truly American letter to Mr. Nicholson will be a text book in National politics when the names of his traducers shall have been long forgotten. Another *help* the Auditor gave us in denouncing the action of the Democratic party in Congress for its support in the Compromise, when he knew, or should have known, that his course was exactly calculated to create dissension in our ranks, to mislead the weak, to strengthen that band of disorganizing factionists known as Free Soilers, and by consequence to render aid and comfort to our opponents. We think he should have known that these consequences would follow his derision of Cass, and his wholesale denunciations of the Compromise and its supporters. If he was unable to apprehend results so palpable, he is unfit to edit a "Statesman"—if he did see and know just what has happened, he should scarcely be allowed to enter as a spectator, a Democratic Hall, much less present himself as a candidate before a convention whose labors he has done and is now doing his worst in advance to render fruitless.

We have no desire to recapitulate all the *benefits* we have derived from the political action of the Auditor since his residence at Indianapolis—enough is above referred to, to convince us that a proper respect for its own character as well as *safety* should induce the Democratic party to discard him at once—if he cannot be thrown out of the ranks, we can deprive him of his commission, and deliver it to a reliable union Democrat—one who would love his country better than the higher law abstractions of such negro-maniacs as Seward, Greely, Julian and Giddings. If Ellis should run for Auditor he will receive probably *the same number of votes as were cast in August for the future admission of blacks into the State!*

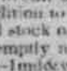
Democrats, do you believe it? nominate him and see!

VIGIL.

ADMINISTRATOR'S NOTICE.—Notice is hereby given that letters of Administration have been granted to the undersigned by the Probate Court of Marion county, Indiana, on the estate of James Ferrier, late of said county, deceased. All persons indebted to said estate are required to make immediate payment; and those having claims against said estate are notified to present them properly authenticated for settlement.

J. H. McKERNON, Administrator.

Dec. 22, 1851.—30-w3w



DODD'S SOFT CASSIMERE HAT.—For sometime past there has been a manifest feeling on the part of the hat wearing public in favor of a *Soft Hat* of some kind. The difficulty has been to produce an article that should be genteel in appearance, fine in quality, and comfortable to the head: all the various Mexican and California shapes thus far have been failures. We now offer for public approval, our SOFT CASSIMERE HAT, and feel confident it will give general satisfaction. They are made of the finest material—Black, Drab and White; and of three or four shapes, to suit different styles of features.

In addition to our own make of Soft Hats, we shall have a well assorted stock of Eastern made Hungarian and Kossuth Hats. Orders promptly attended to. DODD & CO. Hatters.

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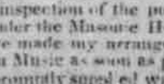
Located Permanently in Indianapolis, under the Masonic Hall.

ALBERT E. JONES,



WILL open a store for the sale of the above unrivalled instruments in a few days.

He will, also, have a general assortment of Musical Instruments, Instruction Books, Sheet Music, Musical Merchandise, &c., comprising a full assortment of everything in the Musical line.

My goods will be here the last of this week, and will be opened for the inspection of the public in the store now occupied by Mr. Ohr, under the Masonic Hall.

I have made my arrangements for a full supply of Eastern and Foreign Music as soon as published; and the public may rely upon being promptly supplied with all the best and most popular Music of the day, at the publishers' Eastern prices, as soon as it shall be issued by the publishers. [dec16-d&wtf] ALBERT E. JONES.

IN THE HANCOCK CIRCUIT COURT,

MARCH TERM, A. D. 1852.

In Chancery, for Divorce.—Martha Johnson *vs.* Christopher Johnson.

THE said Martha Johnson having filed in the office of the Clerk of said Court, her petition in this behalf, as also the affidavit of a disinterested person, that said Christopher Johnson is not a resident of the State of Indiana. The said Christopher, is, therefore, hereby notified of the pendency of said petition in said Court, and that unless he be and appear before the Honorable, the Judge of the Hancock Circuit Court on the first day of the next term, thereof, to be holden at the Court House, in Greenfield on the third Monday in March next, and answer said petition the same will be determined in his absence. WM. SEBASTIAN, Clk. H. C. C.

Walpole & Rutherford Att'ys for Petitioner.

Dec. 29, 1851.—31-w3w

DISSOLUTION OF PARTNERSHIP.—The partnership heretofore existing between Henry J. Horn and Benjamin C. Horn, under the firm of H. J. & B. C. Horn, is this day dissolved by mutual consent. The business will hereafter be continued by H. J. Horn, who is authorized to settle the business of the firm.

H. J. HORN.
B. C. HORN.

Indianapolis, Dec. 22, 1851.

REMOVED, REMOVED.—B. POTTAGE respectfully informs his customers and public generally, that he has removed his stock of Hardware from the old store to his new brick building, nearly opposite the Masonic Hall, where he will be ready, at any time, to supply his former customers and friends with every article in his line. Having received a new supply to his former stock, such as Iron, Nails, Carpenters' and Joiners' Tools, Knives and Forks, Oil Carpet, Coach Trimming, Saddlery, &c., &c.

dec29-d&w1m

DISSOLUTION OF PARTNERSHIP.—Notice is hereby given that the Partnership heretofore existing between J. M. W. Langsdale & Benjamin Sebastian, under the firm of Langsdale & Sebastian, is this day dissolved by mutual consent. All liabilities and book accounts of the late firm will be settled by the undersigned. The business will be continued by the undersigned.

Dec. 15. 1851.—dec16-3w J. M. W. LANGSDALE

SALE OF LANDS AND LOTS FOR NON-PAYMENT OF INTEREST—HANCOCK COUNTY.—The following described lands or lots, or so much of each as may be necessary, will be offered for sale to the highest bidder, the bid being equal to the amount due thereon, on the 10th day of February, 1852, at the Court House door in the town of Greenfield, Hancock county, Indiana. The same having been mortgaged to secure loans from the School Funds of said County, and forfeited by failing to pay interest due thereon.

No. 73, lot No. 76, in the town of Greenfield; mortgaged by Wm. Smith. Loan, interest, &c., $27 75.

No. 78, w hf n w qr, sec 31, t 15, r 7 e; mortgaged by S. M. Milroy. Loan, interest, cost, &c., $210.75.

No. 263, w hf s e qr, and s e qr n e qr, sec 23, t 16, r 7, mortgaged by John P. Caley. Loan, interest, &c., $112.75.

No. 340, s w qr, s w qr, sec 14 t 15 n, r 6 e mortgaged by Ezekiel Thomas. Loan, interest, cost, &c., $71 95.

No 345, one undivided half, w hf, s w qr, sec 8, t 15 n, r 7 e; mortgaged by Wm. Chrisman. Loan, interest, &c., $35 50.

No 320, e hf n e qr sec 6, t 15 n, r 7 e; mortgaged by Charles Atherton. Loan, interest, &c., $116.25.

The foregoing described Lots and Lands will be offered for sale at the place and time specified, as the law directs.

26-w6w J. MYERS, A. H. C.

$100 REWARD!—Ranaway from the subscriber, living five miles west of Cotton Gin Port, Monroe county, Mississippi, on the 13th day of July, 1851, a negro boy, named Billy, twenty-four or twenty-five years of age, dark copper colored, about five feet ten inches high, weighs about 165 or 170 pounds, has on his right cheek, near the corner of his mouth, a scar occasioned by a burn, about the size of a quarter of a dollar, and when excited has a considerable stoppage in his speech, and his voice rather feminine. I will give the above reward of One Hundred Dollars to any person confining said Boy in any jail, so that I can get him.

THOMAS K. WILLIAMS.

November 21, 1851.—dec5-d&w3m

VALUABLE NEWSPAPER FILES.—The Weekly Indiana State Sentinel, 9 vols., from 1841 to 1850.

Semi-Weekly Indiana State Sentinel, vols. 1 and 2, from June 4, '45, to May 29, '47.

Semi-Weekly Indiana State Sentinel, vol. 5, from June 6, '49, to May 29, '50.

Legislative and Extra Sentinels for different periods.

The Wabash Enquirer, (Terre Haute,) for 1838, '39 and '40.

The South Western Sentinel, (Evansville,) for 1840-'41, containing many articles by Hon. R. D. Owen.

The Windham county (Ct.) Gazette, for 1835, '36 and '37; by J. P. Chapman.

The Boston Investigator, from 1831 to 1842, 11 vols. Anti-Theological, by Abner Kneeland.

☞The above files are offered for sale. Some of them contain political history of this State nowhere else recorded. Such an opportunity to purchase perfect files of equal value can very seldom occur. Any one desirous of purchasing can get farther information by enquiring of [dec17-1m] J. P. CHAPMAN.

JUST RECEIVED—and for sale,
25 bbls. Old Rye Whisky;
25 bbls Am. Brandy;
25 bbls. S. M. Wine; at

jan6 V. C. HANNA & CO.'S.

WRITING INK.—We manufacture in large quantities Writing Ink of a quality equal to any in the country. The sale now extends over several of the Western States, and is constantly increasing. Orders solicited. BUTLER & BROTHER, 27 Pearl street.

Cincinnati, Dec. 1, 1851.—1y

Westward the Star of Reform takes its onward Course.

NOTICE TO DRUGGISTS AND PHYSICIANS!

WE would respectfully call the attention of customers and dealers in drugs and medicines to our full and large assortment of pure articles. We are receiving and now opening, CRUDE and POWDERED: also, the various COMPOUNDS, prepared from Medicines introduced by Beach, Mattson, Thompson, Howard, and others. Also, EXTRACTS, concentrated articles, fluid, solid, and powdered. Also, the various Compounds prepared from our own receipts, of the most efficacious character, having been tested thoroughly for twenty years; and also to the superior quality of our *Pure Medical Liquors*, all of which we are prepared to sell wholesale or retail.

Our stock consists in part, of

African Bird Pepper.	Scullcap.
Bayberry.	Ladies' Slipper, or Nervine,
Ginger, Jamaica,	Unicorn,
Ginger, African,	Witch Hazel,
Ginger, Race,	Raspberry,
Lobelia Inflata Seed,	Golden Seal,
" " Herb,	&c., &c., &c. &c.

ALSO—EXTRACTS.

FLUID	SOLID.	POWDERED.
Cypripedium: (Alcoholic;)	Juglause, or Butternut;	Myricin;
" Aqueous;	Eupatorium Perf; " Perf;	Sanguinarine; Podophylin;
Lobelia Inflata;	Aralia Spinosa;	Leptandrin;
Capsicum, A. A.;	Zanthoxlyn;	Macrotyn;
Stillingia;	Scutellaria;	Abies;
Petelia;	Hydrastis;	Hydrastis;
Cornus;	Geranium;	And every article that will admit of the form.
Apocynum;	Macrotyn;	
Lactucte;	Gentiane;	
American Oil;		

Also, Spices, Ground and Crude; Nutmegs, Cinnamon, Pepper, Mace, Alspice, Ginger, Cloves, &c.

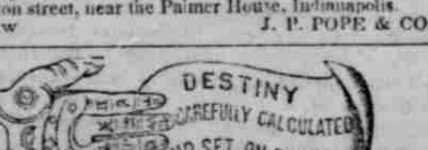
Also, Seeds of every variety, Canary, Caraway, Flax, Hemp, Fennel, Mustard, Anise, Cardomun, Lobelia.

We design keeping every variety of Grass Seeds, Field Seeds, Flower and Garden Seeds.

Our stock will be full and complete, and would invite all to call and examine the quality of our goods and prices.

We buy our goods for cash, and can and will sell low. South side Washington street, near the Palmer House, Indianapolis.

dec29-1yd&w J. P. POPE & CO.



ASTROLOGY.—THE CELEBRATED DR. C. W. ROBACK, Professor of Astrology, Astronomy, Phrenology, and Geomancy, combined with CONJURATION, from Sweden, office No. 71 Locust street, Philadelphia, offers his services to the citizens of Indiana. He has been consulted by all the crowned heads of Europe, and enjoys a higher reputation as an Astrologer, than any one living. Nativities calculated according to Geomancy—Ladies $3, Gentlemen $5. Persons at a distance can have their nativities drawn by sending the date of the day of their birth. All letters containing the above fee, will receive immediate attention, and nativities sent to any part of the world, written on durable paper; and he is prepared to make use of his power by conjuration, on any of the following topics: Courtship, advice given for the successful accomplishment of a wealthy marriage; he has the power to redeem such as are given to the free use of the bottle; and for all cases of hazard, and for the recovery of stolen or lost property, and the purchasing of lottery tickets. Thousands of the above named cases have been done in this city and its vicinity, and in the United States, to the full satisfaction of all. 10,000 Nativities or Horoscopes have been cast during the last four years while here. Letters will answer every purpose, and will do as well as to call in person, and the mail is now so safe that persons need not fear to trust money through the Post Office. Dr. Roback receives from 500 to 1000 letters monthly, and has never missed one. All letters will be religiously attended to, as aforesaid. For more particulars, call at the office of the Sentinel and get an Astrological Almanac, gratis. C. W. ROBACK,

No. 6, White street, New York City.

☞ Be particular to mention the Post Office, county and State.
☞ All communications kept religiously *secret.* feb26

PEORIA EYE INFIRMARY AND ORTHOPÆDIC INSTITUTION.

THIS establishment is just completed, and will be a permanent place for the reception of all patients wishing to undergo treatment for diseased EYES, as well as those desirous of being operated on for the removal of all varieties of DEFORMITIES, such as long standing Dislocations, Club-foot, immobility of the Lower Jaw, &c., &c.

The building is in a beautiful and healthy location, in the western border of the City of Peoria, where patients can be accommodated with comfortable rooms, boarding and washing, such as corresponds to each case. Every instrument and apparatus calculated to carry out the designs of such an institution, is provided, and in the Orthopædic Department several entirely original ones are used, some of which in Club-foot of young children frequently obviates the necessity of operating by the knife.

The design of the Eye Department is more particularly for the treatment of those patients who, under a less rigid system than can be pursued at such an institution, would be for the most part incurable.

For further information, address

E. S. COOPER, M. D.,
Peoria, Illinois.

REFERENCES:

Josiah McRoberts, Esq., Joliet, Illinois.
Hon. T. L. Dickey, Ottawa, Ill.
Hon. I. P. Walker, U. S. Senator, Milwaukee, Wisconsin.
Hon. David Davis, Bloomington, Ill.
Hon. Wm. Kellogg, Canton, Ill.
Hon. S. H. Treat, Springfield, Ill.
Hon. John Moore, Springfield, Ill.
Hon. A. Lincoln, Springfield, Ill.
Hon. E. A. Hannegan, Covington, Indiana.
Hon. Wm. P. Bryant, Ex. Chief Justice of Oregon, Rockville Ind.
Hon. John G. Davis, Rockville, Ind.
Hon. Wm McMurtry, Lieut. Governor, Henderson, Ill.
Hon. Wilson Shanon, Ex. Governor of Ohio, St. Clairsuin, Ohio.
Gen. A. Gridley, Bloomington, Ill.
Gen M. K. Alexander, Paris, Ill.
Bishop L. L. Hamline, Schenectady, New York.
Prof. Chas. A. Pope, St. Louis, Mo.
Prof. J. J. Jackson, New Orleans.
Major Frank Voris, Peoria, Ill.
J. C. Fye, M. D., Peoria, Ill.
R. Rouse, M. D., Peoria, Ill.
E. M. Colburn, M. D., Peoria, Ill.
John S. Hamilton, M. D., Peoria, Ill.
A. Simpson, M. D., Peoria, Ill.
A. G. Osbun, M. D., Peoria, Ill.
Nath. S. Tucker, M. D., Peoria, Ill.
Wm. R. Hamilton, M. D., Peoria, Ill.
Wm. Sperry, M. D., Peoria, Ill.
His Excellency, Joseph A. Wright, Governor, Indianapolis, Indiana.

Peoria, November 1, 1851. 25-w1y

RHEUMATISM.

The Greatest Discovery of the Age.

DR. TRASK'S MAGNETIC OINTMENT,

FOR Inflammatory Rheumatism, this Ointment is the most complete remedy ever prepared.

In 99 cases out of 100 it will afford entire relief to the worst cases of Nervous Headache in 30 minutes.

For Nervous Diseases, affections of the Spine, Rheumatism, Lameness, Burns, &c., &c., it is of immense value.

SWELLED LIMBS.

If any of our Ladies are afflicted with a Swelled Limb or Milk Leg, as it is sometimes called, (a complaint that many females are subject to, after child-birth, and which is often protracted for years,) we would say to all such, get a bottle of Trask's Magnetic Ointment, which will effect a certain and permanent cure.

Price 25 and 38 cents per bottle.

Sold wholesale and retail by Craighead & Browning. Tomlinson Brothers, Indianapolis; L. Edwards, Greenfield; Wiley M. Lowry, Knightstown; Hodson & Welborn, Ogden; J. R. Brocken & Co., Cambridge; and by one Agent in each village in the State.

oct9-1yw H. Z. FERGUSON, Trav. Agent.

DELZELL & TYLER.

Book-Binders and Blank Book Manufacturers,

(*Journal Buildings, opposite Branch Bank,*)

INDIANAPOLIS, IND.

AT which place will constantly be on hand, a full and complete assortment of Blank Books of every description; also Justice Blanks, Blank Notes, &c. Stationery of every description constantly on hand of the best quality, and will be sold on the most reasonable terms.

TO COUNTY OFFICERS.

We are now supplied with a superior assortment of the different Record Papers and are prepared to supply County Officers with *Records* with or without printed heads, of the very best material and on such terms as to insure satisfaction, and in workmanship inferior to none in the West. We are in possession of all the different forms used in the offices in the State, and feel assured that, should you favor us with your orders, entire satisfaction will be given.

Particular attention paid to re-binding old books.

aug2-6mw

JAMES HARLAN,

ATTORNEY AT LAW,

se20-1yw IOWA CITY, IOWA.

REMOVED! REMOVED! REMOVED!—THALMAN & EVANS have removed their Grocery Store two doors east of the Wright House, where they will be pleased to see all their former friends and customers. Having enlarged our business, our facilities are such as to enable us to sell as low as can be bought in the west. We invite all those in want of Dry Goods, Groceries, Hardware, Boots and Shoes, Hats and Caps, to give us a call, as we have determined to sell cheaper than the cheapest. sep26-6m

JOHN O'KANE & SONS'

NEW BOOK STORE.

WE announce to our friends, to Booksellers, Country Merchants, Teachers, Professional Gentlemen, and book buyers generally, that we have opened in Indianapolis, Marion county, Indiana, a new Book Store. We are prepared at any time to supply the trade, in large or small quantities, with an entire new and fresh stock of Books and Stationery. We keep always on hand a large and complete assortment of Miscellaneous, Theological, Law, Medical, Common School, and Classical Books; together with a full stock of Staple and Fancy Stationery.

We are confident it would be to the interest of Country Merchants and all others wishing to purchase books to give us a call.

All orders thankfully received, and we assure those who send that they will be filled promptly. Particular attention paid to orders by mail or otherwise for quantities or single volumes. Beeswax and Rags wanted. JOHN O'KANE & SONS,

may23twtf No. 4 Norris Buildings, under Odd Fellows Hall.

WINES AND BRANDIES.—Pure Port and Malaga Wine; 2 pipes Rochell and Cognac Brandy;

Just received from Philadelphia, at V. C. HANNA & CO

LIGHTNING! LIGHTNING!! LIGHTNING!!!—The subscriber having put up several thousand feet of James Spratt's Cincinnati Lightning Rods in this vicinity, is still prepared with a large quantity of Rods direct from Cincinnati, and good experienced hands to put up any quantity at short notice and at the moderate price of 10 cents per foot, or he will sell the Rods at 8 cents per foot, and let the purchaser put them up himself. Always on hand at the sign of the Big Pad Lock and Cook-Stove, by

HENRY S. KELLOGG.

References:—Capt. Voorhes, C. W. Cady, D. Yandes, J. L. Ketcham, and J. D. Defrees, Esqrs., and the Trustees of the Deaf and Dumb Asylum, Judge Perkins, Messrs. R. R. Underhill, J. W. Holland, D. Bullard, and D. Craighead. aug20-w

HOW TO GET RICH!—Go to the new cheap store, Pottage's old corner, opposite the Post Office, Indianapolis. AARON D. OHR & Co. have removed their new stock of goods, to Pottage's old Corner, Washington street, where they would respectfully invite *old* and *young, rich* and *poor*, and all others who wish to buy good and cheap goods, to call.

Their stock consists in part of Cloths, Cassimeres, Satinets, Vestings, (different styles,) Merinos, Cashmeres, Delaines, Lustres, rich fancy and black Silks, Tarletons, Crapes, and other dress goods for parties. Prints, Domestics, Tickings, Flannel and all the little fixings usually kept in a Dry Goods Store. Also, Boots, Shoes, Caps, Groceries, Dye Stuffs, Cotton Yarns, &c.

So bring along your *dust*, and if we don't give you more goods for it than you can get elsewhere, you can take our old hat, which we gave to the benevolent society a few days since. *That's the way to get rich.* "Nary Cent for Looking."

31-w3w A. D. OHR & CO

THE GREAT KENTUCKY REMEDY.

DR. JOHN BULL'S SARSAPARILLA!!

Will Wonders never Cease?

IF the following cures, performed alone by the use of BULL'S SARSAPARILLA, are not wonders, then we acknowledge that we do not know the meaning of the word. Read, and be convinced that facts are stranger than fiction:—

LINE P. O., Fulton Co., Ky., Oct. 1, 1851.

Dr. John Bull: Dear Sir—The two dozen of your Sarsaparilla, ordered in September, came to hand, and, in acknowledging the receipt of the same, I feel I would be doing you injustice to withhold the following, among the many of the instances that have come under my observation, during the last two years, of the great curative properties of your Sarsaparilla:—

Mrs. Jeannette Martin, a highly respectable lady of my neighborhood, aged sixty-five years, had been long afflicted with a cancerous ulcer, which finally reduced her to so helpless a condition, that she could not leave her bed. She tried the best medical advice in our county, without relief, and had given up all hopes of a cure. At this stage of her case, I persuaded her son to take a bottle of your Sarsaparilla. He did so, and in a short time returned, and purchased another bottle, stating the first had had a decidedly good effect. She continued to use it until, after the use of five or six bottles, I had the pleasure of seeing the old lady herself at church. She assured me that she had almost entirely recovered her health, and from her I received the account of her disease, and in about the same words I give it to you. This is but one of a number of cures under my observation—of very remarkable ones—performed by the use of your Sarsaparilla, in my neighborhood. The demand for it has steadily increased since its introduction here. Very respectfully, your obedient servant,

WM. R. DICKINSON, P. M.

BOYLE COUNTY, Ky., Oct. 6, 1851.

Dr. John Bull: Dear Sir—I have seen the most marvelous cure of one of my patients, by your valuable medicine—an old lady, who had been afflicted from her childhood with scrofula, and various diseases of the brain. She was sixty years old. It had run into something like leprosy, and she was the most frightful creature my eyes ever beheld. I called in Dr. McFadden, a very fine physician, to consult with me in relation to her. We came to the conclusion that it was out of our power to relieve her; but, on going to my office, I accidentally picked up one of your Journals, when, on seeing the wonderful cures your Sarsaparilla had effected, I resolved to try the experiment in this case. I took her two bottles of it, after taking which I perceived a great change. I took her some more. She is now taking the sixth bottle, and I consider her entirely cured. I take great pleasure in recommending your Sarsaparilla to the afflicted public.

Yours respectfully,

JOHN M. ROSS, M. D.

I, Thomas A. Ringo, of Graves Co., Ky., for the benefit of mankind generally, do hereby certify, that on or about the 16th day of October, 1847, I was attacked with a very severe pain in the lower part of the abdomen, which lasted but a few minutes, and moved into the left hip, and continued exceedingly painful for about five days, during which time I had a very light fever. At the end of that time the fever ceased, and the pain abated for a day or two, after which it again returned, and was much worse than before. During all this time I was under medical treatment. From a short time after I was taken, I was unable to walk or sit up; the hip in which the pain was so bad commenced rising, until some time in January, when it burst, and a number of pieces of bone came out—as many as twenty, at least. Some of the pieces were three-fourths of an inch long. Some time after this, a hard knot appeared on my right hip, also one on my right wrist, and one on my leg, below my knee. I continued to get weak and worse, and pain made its appearance in my right shoulder, and would move in my breast and stomach. At this time all persons gave me up to die. A physician then told me that, as a last remedy, I had better use MR. BULL'S FLUID EXTRACT OF SARSAPARILLA. After the use of the second bottle, the knot on my wrist commenced getting soft. I opened it, and a day or two after, a piece of bone came out. My wrist soon got well, and I continued to gain strength. After I used the third bottle, I could get no more for some four weeks, after which time I succeeded in getting three more bottles. After using the three last bottles, the knot on my hip became soft; it was opened, and some corruption ran out together with a small piece of bone, and the sore soon got well, and the knot entirely disappeared. The sore on my leg also opened, and a piece of bone came out. I continued the use of the Sarsaparilla until I used twelve bottles, and am now entirely well, and able to do daily labor. It may seem strange to some, but I will here state that, during the summer of 1849, I coughed up three pieces of bone, which can now be seen at the residence of my uncle, Thos. Neal, where I now live, and if any persons doubt this statement, I will be happy to converse with them, if they will call on me. Signed, THOMAS N. RINGO.

State of Kentucky, Graves Co., Set.

This day personally came before me the undersigned, an acting justice of the peace in and for said county, and made oath in due form of law, that the above statement is true. Subscribed and sworn to, this 15th day of February, 1850.

S. P. MORSE, J. P. for G. C.

I, Irwin Anderson, Clerk of the County Court of Graves County, State of Kentucky, do certify that S. P. Morse, whose name is signed to the above certificate, is now, and was at the time of signing the same, a justice of the peace, in and for said Graves County, duly commissioned and qualified as such, and that faith and credit are due all his official acts, as such.

[L. S.] In testimony whereof, I have hereunto set my hand, and caused the seal of the County Court of said county to be hereunto affixed, this 15th day of February, 1850.

EDWIN ANDERSON.

Can the reader believe, after reading the description of the above numerous cures, that there is still a few human beings, suffering with disease, that refuse to give Bull's Sarsaparilla a trial. It is indeed hard to believe, but nevertheless, it is too true. What kind of testimony would it take to convince the few remaining disbelievers, that Bull's medicine will do more even than it promises? The doctor could produce another and another cure performed by his medicine; but if the cases published above will not convince the sceptical, it is useless to produce any more, and, indeed, it would cost a fortune to publish the many certificates that have been showered on Dr. Bull. The largest mammoth sheet in America would not contain even the names of those cured, let alone full statements of their cases.

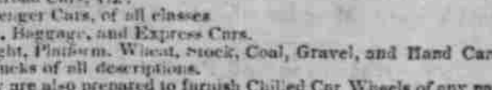
This medicine, when used according to directions, will cure, without fail:—

Scrofula or King's Evil, Cancers, Tumors, Eruptions of the Skin, Erysipelas, Chronic Sore Eyes, Ringworm or Tetters, Scald Head, Rheumatism, Pains in the Bones or Joints, Old Sores and Ulcers, Swelling of the Glands, Syphilis, Dyspepsia, Salt Rheum, Diseases of the Kidneys, Diseases arising from the use of Mercury, Loss of Appetite, Pain in the Side or Shoulders, General Debility, Lumbago, Dropsy, Jaundice, Costiveness, Bronchitis, Sore Throat, Coughs, Colds, Weakness of the Chest, Pulmonary Affections, and all other Diseases tending to produce Consumption, Liver Complaints, Female Irregularities and Complaints, Sick and Nervous Headache, Low Spirits, Night Sweats, Exposure or Imprudence in Life, Chronic Constitutional Diseases, and as a Spring and Summer Drink, and General Tonic for the System, and a Gentle and Pleasant Purgative, it is superior to Blue Lick and Congress Water, Salts, or Seidlitz Powders.

DR. JOHN BULL'S Principal Office,
81 Fourth st., Louisville, Ky.

Where applications for Agencies must be addressed.

For sale, wholesale and retail, by
CRAIGHEAD & BROWNING.
jan7-d&w6m Sole Agents for Indianapolis.



MUSKINGUM WORKS.

DOUGLAS, SMITH & CO.,

Car Builders, General Machinists, and Iron Founders,

CORNER OF MARKET AND THIRD STREETS,

ZANESVILLE, OHIO.

HAVING completed their arrangements for doing an extensive business, are prepared to construct, at short notice, all kinds of Railroad Cars, viz:

Passenger Cars, of all classes.
Mail, Baggage, and Express Cars.
Freight, Platform, Wheat, Stock, Coal, Gravel, and Hand Cars, and Trucks of all descriptions.

They are also prepared to furnish Chilled Car Wheels of any pattern.

Wheels and Axles fitted and finished.
Snow Ploughs and Tenders made to order.
Springs, Boxes, Castings and Bolts for Cars.
Jack Screws, Switches, and Switch Stands.
Wrought and Cast Frogs.
Cast-Iron Railroad Chairs.
Turn Tables, and all other work required by Railroad Companies.

They also manufacture all kinds of Stationary and Boat Engines, Boilers, and every description of Mill Work, Shaftings, Coupling, Hangers, Lathes, Screw-Cutting Machines, &c.

Wood Machinery, such as Daniel's Planeing Machine, Boring, Tenanting, and Mortising Machines, Circular and other Saws.

Bridge Castings, Bridge and Roof Bolts, Water and Gas Pipes, Cast Iron House Fronts and all other Castings.

They are prepared to do all kinds of Jobbing to order, either in the Machine, Forge, or Foundry departments.

They manufacture Laudry's Safety Railroad Frog, and Wheeler's Switch Stand. This Frog and Switch are being generally introduced on the New England and Eastern Railroads.

They are also extensively engaged in constructing to order the justly celebrated "Indiana Bran Separator."

Will execute both large and small orders with promptness and dispatch, and having in their employ Foremen and Workmen of the first order, they can give an assurance to those who patronize their establishment, of fidelity in the execution of their work, upon as favorable terms as any other establishment in the country.

We refer to our Cars now running upon the Central Ohio Railroad for specimens of our work, and to Thatcher, Burt & Co., of Cleveland, for whom we have done a large amount of Bridge Work for the Central Ohio and Akron Branch Railroads.

25-w3m

TRENTON FIRE INSURANCE COMPANY.

CASH CAPITAL OF $150,000.

THE undersigned has been appointed successor to A. W. Morris, Esq., deceased, as agent for said company, and is prepared to take risks against casualties by fire.

The well known character of this company, and its promptitude heretofore in adjusting its losses, furnish an assurance to those who may insure in it that losses will be correctly and promptly paid.

Satisfactory references, here and elsewhere, will be given to all who may wish to inquire further as to the ability and promptitude of the company.

oct28-d&wtf ALBERT G. PORTER, Agent.

NAILS.—100 kegs assorted size, cheap at
sep12 V. C. HANNA & CO.'S.

NAILS.—150 kegs Nails and Brads assorted sizes, received and for sale by [dec12] JOHN W. HOLLAND.

FIRE CRACKERS.—50 boxes just received and for sale by
dec25 BROWNING & MAYER.