# INDIANA STATE SENTINEL.

## Decisions of the Supreme Court of Indiana.

MAY TERM, 1852.

[REPORTED EXPRESSLY FOR THE SENTINEL, BY J. W. DUZAN.]

XVIII—COLERICK *et. al. v. HOOPER.*—Error to the *St. Joseph* Circuit Court.

Bill in chancery to enforce the specific performance of an agreement for the sale of a lot in South Bend. A decree for the performance was obtained. The reversal of the decree was claimed because—

1st. The decree was rendered upon default, and the record, as first brought into court, did not show notice to the defendants. By *certiorari*, a new transcript was obtained, wherein the clerk, by order of the court, made after the *certiorari* issued, had copied the writs and returns, which were on file in his office, and which showed that notice was duly given to the defendant. It was denied that the circuit court had power to order the clerk to copy the writs and returns into the record, after the expiration of the term at which the decree was made, and after the issuing of the *certiorari*.

2d. That the returns upon the writs did not show that legal service had been made.

3d. That the contract sought to be enforced is too vague to sustain the bill.

4th. The final decree being taken *pro confesso* on default, the court erred in not requiring proof of the allegations in the bill before rendering the decree.

5th. That no decree could be rendered in the case till Coquillard was made a party.

PERKINS, J., held—

1st. That the circuit court had power to order the writs, &c., to be copied as was done. The omission to enter them at the proper time was a mere clerical error.

2d. That a legal service was shown with reasonable certainty. As the officer stated that he served the process on some, and could not find the other defendants, the inference is, that a personal service was made upon those found.

3d. That the agreement as set forth sustains the bill. Where a written instrument contains all the facts of a contract, except such as may legitimately be proved by parol evidence, that instrument is sufficiently certain to be enforced. The memorandum signed by Colerick, was such an instrument, as it contained all the facts of the contract, except the identification of the lot sold, and parol evidence would be admitted to identify the lot.

4th. That the rule in the courts of this State, settled by previous decisions, is that where the bill is against adult residents of the State, who are personally served with notice and the allegations of the bill are certain, especially if the subject matter of those allegations are of a definite and certain nature, a final decree, after a decree, *pro confesso*, may be rendered without proof.—*Fagg v. Davis*, 2 *Blackf.* 231; *Platt v. Judson*, 3 *id.* 235, *Fellows v. Shelmin*. 5 *id.* 47; *Close v. Hunt*, 8 *id.* 254.

5th. As no rights of Coquillard could be prejudiced by the decree rendered, it was not necessary that he should have been a party in the case, though he might properly have been made one.

Decree affirmed with costs.

XIX—CHEEK *et. al. v.* GLASS.—Error to the *Dearborn* Circuit Court.

Assumpsit by Glass against Cheek, Dumont, and Glenn, on two promissory notes made by them to Hurlbart, and assigned to the plaintiff. Cheek made no defence. Dumont and Glenn pleaded the general issue and seven special pleas, all averring that Dumont and Glenn executed the notes, as the sureties of Cheek, and that after they became due, and before they were assigned to Glass, the time of payment was extended from year to year for two or three years, pursuant to an agreement between Cheek and Hurlbert, made without the knowledge or consent of Dumont and Glenn, in consideration of the payment of interest in advance by Cheek.

The plaintiff replied, denying that there was any such agreement as alleged in the plea.

Judgment for the plaintiff.

SMITH, J., held—

That the evidence given upon the trial, being the notes sued upon, and the indorsements upon them, did not show that Glenn and Dumont were sureties; and if, in a suit upon a note where all appear to be principals, a defence of this kind may be set up and proved, it was not done in this case.

But supposing the suretyship to be admitted, as the plaintiff contended it is, there is no proof of an agreement to extend the time of payment, as alleged in the pleas, and in order to discharge the sureties, it should at least be made to appear that the agreement for the delay was made by the payee with the principal.

Judgment affirmed, with two per cent damages.

XX.—JARVIS *v.* SUTTON.—Error to the *Parke* Circuit Court.

Assumsit by Sutton against Jarvis for goods sold and delivered. Plea the general issue with an agreement that all matters which might be specially pleaded might be given in evidence. Verdict and judgment for the plaintiff.

The error assigned is that the verdict is not warranted by the evidence.

Sutton proved that Jarvis cut and appropriated to his own use a field of wheat consisting of eight acres on the farm of Sutton and which was put in by Sutton in the fall preceding.

Jarvis introduced witnesses who testify to a verbal contract between Jarvis and Sutton, by which the latter conditionally sold his farm to the former, and put him in possession, the February preceding the harvest at which the wheat was cut. Sutton being afterwards offered more for his farm than Jarvis had agreed to pay him, induced Jarvis to consent to rescind the contract by promising to give him the rent of 54 acres of corn ground belonging to the farm, and which Jarvis had in cultivation, and the eight acre field of wheat in controversy. Sutton then sold his farm for more than Jarvis had agreed to give him. About the time the wheat was cut a dispute arose between Jarvis and Sutton, each threatening to sue the other if he should take the wheat. Jarvis finally took it when Sutton was away from home. All this evidence was excluded by the court below.

SMITH J., held—

That the judgment was right and that if all this evidence had been admitted it could not have varied the result. The verbal contract between Sutton and Jarvis amounted only to a lease of the farm, and there was no contract for the sale of it that Jarvis could enforce. There was therefore no contract of sale to rescind. There was consequently no consideration whatever for the alleged agreement to give him the wheat in question.

The eight acres of wheat was not a gift because there was no actual delivery. The mere pointing out of an article does not constitute a delivery.

Judgment affirmed with two per cent. damages and costs.

XXI.—JONES *et al. v.* RANSOM.—Appeal from the *Vigo* Circuit Court.

*Scire facias* in favor of Ransom against Ezra M. and Joseph O. Jones to revise a judgment against them for 799 dollars and 80 cents; to which the Joneses pleaded payment. On the trial the court awarded execution for the full amount of the judgment. On the trial the Joneses proved that the judgment was obtained by Ransom's attorneys; they informed Ransom, who lived in New York, that the Joneses were unable to pay all their debts, but that they, the attorneys, would make no compromise, unless directed to do so; that the attorneys did, afterwards, receive by way of compromise in satisfaction of the debt, notes on various individuals to the amount of 700 dollars; and that a portion of the money due on these notes was collected and paid to Ransom. They failed, however, to prove that Ransom approved of the compromise.

BLACKFORD, J., held—

That the plaintiff (Ransom) was not bound by the compromise at the time it was made; the attorneys-at-law having no authority to make it. *Miller v. Edmonson*, 8 Blackford, 291. On the evidence, however, tending to show payment to Ransom and to raise a presumption of his ratification of the compromise, there ought to be another trial.

The objection made to the compromise that the amount of the assigned notes was less than the amount of the judgment is not sustainable. *Thompson v. Percival*, 5 Bane and Adol. 925.

Judgment reversed with costs.

XXII.—*Doe ex dem.* SEAWRIGHT and others *v.* SWAILS. —Error to the *Decatur* Circuit Court.

Ejectment. Plea, not guilty. Judgment for the defendant.

Wm. Seawright, the original owner of a half quarter section of land, sold 55 77-100 acres off the north end of it, to Joseph Seawright, and afterwards died seized of the residue of said half quarter section, containing 26 23-100 acres. After his death his heirs sold to Nathan P. Swails, 25 acres, of said residue, leaving a strip of 1 32-100 acre north of said 25 acres apparently undisposed of. It is that strip the plaintiff is now seeking to recover.

The defendant offered parol evidence to show that his purchase from Seawright's heirs covered the whole 26 23-100 acres in the tract. This testimony was objected to and the objection overruled.

BLACKFORD, J., held—

That the testimony was, very evidently, not admissible. The deed to Swails conveyed 25 acres, while the effect of the parol testmony was to show that he purchased 26 30-100 acres. This was varying and adding to the terms of the deed, and its admission was not only in violation of the common law, but it was also a violation of the statute of frands which prohibits unwritten contracts for the sale of land.

Judgment reversed with costs.

XXIII.—GREGG *v.* GREGG *et al.*—Appeal from the *Marion* Circuit Court.

Suit in Chancery by Myrilla Gregg against Thomas D. Gregg and others.

The bill alleged that the complainant was divorced some years since from Thomas D. Gregg, and that by the terms of the decree of the court granting the divorce, she was to be paid 250 dollars per annum for ten years, as alimony for the support of herself and an infant daughter. She alleged that that sum is inadequate to her support and prayed for an increased allowance.

SMITH, J., held—

That the bill did not show sufficient grounds for altering the decree for alimony, even if the case is one in which the court could, under the statute make an alteration in such decree.

The complainant was divorced on her own petition though for no fault of her husband; the sum decreed to be paid her as alimony was in exact conformity with her own request at the time; she was permitted to retain all the property she had brought to her husband and 300 dollars worth of other property. Under all the circumstances, this was a liberal allowance.

The demurrer to the bill was rightly sustained.

## Proceedings of the City Council.

WEDNESDAY, July 14, 1852.

A called meeting, to attend to unfinished business.

Council met. All present, except Mr. Greer.

Mr. Buchanan presented an ordinance regulating and controlling the Indiana Central Railroad Company in passing into the city, which was adopted, section by section.

Mr. Delzell offered the following:

*Resolved*, That the Street Commissioner be and he is hereby directed to notify all persons liable to pay a road tax to work the same, as the law requires, commencing with ward No. 1, and proceeding regularly through the wards, the work to be done under the direction of the members of the several wards. Laid on the table.

Mr. Fitler offered the following:

WHEREAS, The City Treasurer has failed to make his yearly return and settlement, as required by law; and whereas, it is necessary that he should make said report without delay; therefore,

*Resolved*, That the Treasurer be and he is hereby required to prepare and make a report as required by law, and submit the same at the next meeting, to be held on the 19th day of July inst.

Ordered, that the Secretary furnish the Treasurer with a copy of the foregoing preamble and resolution.

On motion of Mr. Louden, the preamble was erased and resolution adopted.

Mr. Delzell offered the following:

*Resolved*, That the City Collector be required to keep an account of the road tax collected from each ward separate, and that the amount go to defray the expense of improving the ward from which the same is collected Adopted.

The following gentlemen were appointed superintendents of the city schools:

*1st District*—H. P. Coburn, Wm. Wallace, and John Wilkins.

*2d District*—J. H. Ross, J. H. McKernan, and H. S. Rockey.

*3d District*—R. B. Duncan, Jas. Sulgrove, and Geo. Espy.

*4th District*—C. Fletcher, S. Merrill, and James Turner.

A petition was presented from forty-three women, wives and mothers, residing in the vicinity of the Market House, praying that the circus company be not permitted to occupy the square again for their exhibitions. A committee was appointed to draft an ordinance in accordance with the above petition.

Mr. Culley offered the following:

As the Legislature has adjourned without making any change in the law incorporating this city, and as there is now no reason to suppose that any amendatory act in future will be passed to remedy the evils which experience has demonstrated to exist, therein; therefore,

*Resolved*, That when this Council adjourn, it will adjourn to meet again on the 19th inst., for the especial object of considering the general law lately passed by the General Assembly to incorporate towns and cities, and if, upon such examination, it be thought advisable to adopt said law for the future government of this city—we, or a majority of this Council may rightfully do so. Adopted.

Mr. Culley offered the following:

*Resolved*, That the Street Commissioner, under the advice and direction of the Marshal, be authorized and directed in the most speedy and economical manner, to make a general cleaning up of the streets, alleys, and public commons of the city, by removing therefrom all stagnant water, filth, or offensive matter, calculated to injure health.

*Resolved*, That in order to prevent the evils always attendant upon the infraction of the laws of health, and to secure the benefits which must result from a careful observance of cleanliness, both in house and premises, the said officers be requested to be vigilant in carrying out and enforcing section 2, 3, 4, 7, 8, and 32 of the ordinance passed and approved April 25, 1852.

*Ordered*, That the Secretary furnish the Marshal and Street Commissioner each with a copy of the foregoing resolutions. Adopted.

Mr. Culley offered the following:

*Resolved*, That the City Marshal, by and with the advise and consent of the City Council, is hereby authorized to appoint an assistant, whose compensation shall not exceed per year, $250 payable quarterly. Adopted by the following vote—Ayes, Messrs. Louden, Fitler, Pitts, Culley. Noes, Messrs. Delzell and Buchanan.

The Marshal appointed S. A. Perry assistant, which was confirmed by the Council.

The Council adjourned, to meet next Monday evening.

☞Mr. Williams the Whig candidate for Lieut. Governor, addressed a large audience at the court house yesterday evening. The principal part of his speech was upon State policy. He showed up the "Georgia land swindle," in its true light. His exposure of the fraud committed upon the people of Indiana by the donation by the State of the New Albany and Vincennes Turnpike Company to a company of stock jobbers elicited great applause.

At this late hour we have not time to mention all the topics upon which Mr. Williams dwelt. Suffice it to say, that he fully sustained his reputation as a pleasant speaker and an able debater. He is a full match on the stump for the Democratic candidate for the same office. —*Madison Banner, 6th.*

Mr. Willard, we presume, was not present when the above speech was made, and of course had no opportunity of replying to it. There is one matter, however, mentioned above, which will strike the attention of every one who heard Mr. Williams's speech in this city last week; and that is, that while in Madison—a place having no interest in the New Albany and Vincennes road—he very eloquently and with much applause, denounced the transfer of that work to a private company for the purpose of constructing a plank road; *while here, in the city of New Albany—here where Mr. Willard resides—here where the "fraud," if fraud there was, should be exposed and denounced, Mr. Williams did not once refer to the subject!!*

We think this simple fact is a sufficient refutation of every allegation which Mr. Williams may have been pleased to make at Madison or elsewhere. Every candid man will at once say that if a wrong was done—a "fraud" committed—it should have been denounced on the very spot, right here in New Albany, where the citizens are most interested in the work, and where the so-called "company of stock-jobbers" mostly reside. Why go to Madison to hold up this terrible "fraud?" Why not do it *here?* Ah! did not the Whig leaders in this city advise Mr. Williams that for his and their good he had "better let it be?" Did they not tell him that no votes could be made by agitating that question in *this* community?

Did Mr. Williams tell his Madison hearers that Joseph G. Marshall, late Whig Senator from that county and late Whig candidate for Governor, voted for this identical bill which he (Mr. W.) now denounces as a fraud upon the people of Indiana? or was he aware that such is the fact?

It seems to us that Mr. Williams's course in this matter is inexcusable. If, in denouncing the transfer of the New Albany and Vincennes turnpike to a private company, he was alone actuated by high and patriotic considerations, all candid men must say that New Albany was the very place where he should have denounced longest and loudest and deepest. But here he passed it over in silence; here, while speaking within ten steps of that very road, he did not allude to the subject. Let the people ask him *why* it was so.—*N. A. Ledger.*

GEN. SCOTT NO JERSEYMAN.—The Trenton True American says: The Whig papers of this State call Gen. Scott a *Jerseyman*—as well might they call a calf a colt because it happened to spend some time in a stable. The fact is, that he was born in Virginia, and when appointed to the command of the Northern Division of the army, instead of locating himself in New York, he spent a few of his summers at Elizabethtown, upon a place belonging to his wife. This place he long since abandoned on account of domestic considerations, and is now rented by his wife to an aged female. Gen. Scott's residence is in Washington, and in his recent speech, he called the people of that place "friends and neighbors."

SCOTT'S NATIVE-AMERICANISM.—The Ohio State Journal (Whig) admits the genuineness of Scott's native-American letter, but calls it "General Scott's *old* native-American letter." Its date shows its *age*. General Scott was near *sixty years* of age when he wrote it! But we care not whether it was written by an old or a young man; the sentiments it contains are infamous and anti-republican to the last degree; any man avowing them is unfit to hold any office, we care not who he is, what his name may be, or to what party he may belong.

☞"The last link is broken that bound me to thee," as the chain-gang convict said to his ball when he "achieved his independence."

### Henry Clay.

BY MRS. ANN S. STEPHENS.

Dead! he is dead! the man of regal mind,
Sharp lightning-flashes with the solemn news,
And a great nation, with one mighty heart,
Like the firm rock which broke when Moses smote,
Gives back a gush of tears;

The sorrowing West,
Veiling her forehead from the setting sun,
Folds darkness to her bosom like a pall,
And stretching forth her arms, with mournful sobs,
Asks for her favorite son.

The genial South
Flings her bright garlands, sadly, to the dust,
And, cypress crowned, draws near with tender wail,
Mourning a champion gone.

The North sits silent, in her stony grief,
Bows down her pallid forehead to the earth,
And trembles at the weight of her own woe.

Behold the goddess who unites them all!
Stooping majestic o'er the glorious dead;
Her starry eyes are full of gathering dew,
And like a mother guiding still her child,
She points along the pathway of his fame.

How grand, how broad that noble path is trod!
Along the beetling cliffs of human life
It winds,—a golden pavement—up to heaven.
No stain of blood is there—no gleam of swords;—
No tramp of armies wounds the virgin soil;
But every imprint of his pilgrim feet,
Since first he went a stranger to the West,
Is rich with peaceful flowers.
She weeps, yet smiles; pride mingles with her tears.
Far—far adown the still and misty past,
She sees a slender youth in humble garb—
His eagle eye looks bravely on the sun,
Which seeks its couch—a bed of gorgeous clouds—
Behind the swell of a vast wilderness.
His path is o'er the mountains, and the glow
Of that rich sunset purples all his way,
Kindling the wild flowers 'neath his unshod feet,
Till every blossom seems a dewy star
Lighting him on to greatness.
Deep through the mountain pass he disappears,
Bathed in the twilight, following the sun.

Once more the golden mist is swept aside.
That eagle soul has proved its restless wing,
And, where the fount of genius gushes free,
In the vast wilderness, has slaked its thirst.
His eloquence, resistless as the wind,
Swept, spirit-like, through the dim forest glades,
And men came crowding from their cabin homes
To listen and to love.

He won their trust as sunshine ripens fruit,
Subduing it with bright and genial warmth,
Till each pulsation of his own great heart
Was answered by a thousand kindred throbs.

Again! again! beneath those marble domes,
Where centuries shall hoard their genius up,
He stands, god-gifted, greatest with the great,
Clothed in the might of his majestic will,
Where heart meets heart, and mind enkindles mind.
Brave in that godlike sense archangels share,
Choosing the right, rather than purple state,
Truth sprang impulsive from a lofty soul,
And melted into music on his lips.

His voice was heard,
Clear, rich and clarion-toned, sweeping the seas
Old haughty nations felt the noble thrill,
And learned to think how lovely freedom was.

Years rolled on years, each heaping glories up,
Till like a monarch, on the people's love
He sat enthroned, with more than regal power.

But age lay heavy on that noble one,
And like a patriarch's pining for his tent,
He rendered back the nation's sacred trust,
And rose beneath its dome to say farewell.
Statesmen and warriors crowded to his side;
Strong old men in mental greatness wrapped,
Bent, reed like, to the pathos of his voice.
He tottered as he stood, for the great soul
Within that panting breast, like a chained eagle,
Shook its prison house. The crowd looked on
Breathless and hush'd, thrill'd, with a tender awe;
Then women broke the silence with their sobs,
And rugged men grew childlike in their grief.
Great drops, like rain forced from a tempest cloud,
Filled even warrior eyes.
He paused. That magic voice forgot its power;
Its melody dissolved in unshed tears,
And with a gentle effort to be heard,
He whispered brokenly—farewell—farewell!
The sound was fainter then an angel's sigh;
But the whole country, with a listening heart,
Heard to the center, and sent blessings back.

Repose! Old eagles sleep not on their crags
When lightnings flash and thunders shake the sky!
Nor will the war horse graze in peaceful rest,
When battle shouts are ringing through the air.
Can age quench genius? By her birthright, no!
By her bright immortality, no! no!
In time, yes, death, it has a quenchless flame;
The purest burns close to its native heaven.

Our Union flag streamed to a troubled sky;
Audacious hands were lifted to the stars,
That paled and trembled in their azure bed.
The nation called. He answered her behest,
And sprang upon her altar-steps to save.
Snatching the glass from time, he scattered out
The last bright sands his fate had hoarded there,
And gathering up the remnants of his life,
In one appeal, poured the rich treasure forth.
He spoke! The stars shone out—and in their glow
Of all their constellated brightness bent his way
In solemn faith down to the vale of death.
Close to the gates of heaven he calmly sank,
Folding our love unto him like a cloud,
And thus the angels found him when they come.

[From the Knickerbocker Magazine.]

### The Cholera-King.

BY S. W. ELLSWORTH.

He cometh! a Conqueror proud and strong,
At the head of a mighty band,
Of the countless dead, as he passed along,
That he slew with his red right hand,—
And over the mountain, or down the vale,
As his shadowy train sweeps on,
There stealeth a lengthened note of wail,
For the loved and early gone!

He cometh! the sparkling eye grows dim,
And heavily draws the breath,
Of the trembler who whispers low of Him,
And his standard bearer, Death!
He striketh the rich man down from power,
And wasteth the student pale,
Nor 'scapes him the maid in her latticed bower
Nor the warrior armed in mail!

He cometh! though ranks of steel-clad men,
To the heart of the warrior band,
Yet may count where his conquering step hath been,
By the spear in each nerveless hand;
Wild shouteth he, where on the battle plain,
By the dead are the living hid,
As he buildeth up from the foemen slain,
His skeleton pyramid!

There stealeth 'neath yonder turret's height,
A Lover, with song and lute,
Nor knoweth the lips of his Lady bright,
Are pale and her voice mute.—
For he dreameth not, when no star is dim,
Nor cloud in the summer sky,
That she who from childhood loved him,
Hath laid her down to die!

She watcheth!—a fond young Mother dear—
While her heart beats high with pride,
How she best to the good of Life may rear,
The first-born by her side,—
With a fervent prayer, and a love-kiss warm,
She hath sank to a dreamy rest,
Unconscious all of the death cold form
That she clasperh to her breast!

Sail ho! for the ship that tireless flies,
While the mad waves leap around,
As she spreadeth her wings for the native skies,
Of the wanderers homeward bound—
Away! through the trackless waters blue!
Yet ere half her course is run,
From the wasted ranks of her merry crew,
There standeth only one!

All hushed is the City's busy throng,
As it sleeps in the fold of death,
Like the desert, o'er which hath passed along
The pestilent Simoom's breath,—
All hushed! save the chill and stifling heart,
Of some trembling passer by,
As he looketh askance on the dead man's cart,
Where it waiteth the next to die!

The fire hath died from the cottage hearth,—
The plough on the unturned plain
Stands still, while unreaped to the mother earth
Down droppeth the golden grain,—
Of the loving and loved who gathered there,
Each form to the dead hath gone,
Save the dog that howls to the midnight air,
By the side of yon cold white stone!

He cometh! He cometh! no human power
From his advent dread can flee,
Nor knoweth one human heart the hour
When the Tyrant his guest shall be,—
Or whether at flush of the rosy dawn,
Or at noon-tide's fervent heat,
Or at night, when with robe of darkness on,
He treadeth with stealthy feet!

He cometh! a Conqueror proud and strong,
At the head of a mighty band,
Of the countless dead, as he passed along,
That he slew with his red right hand!
And over the mountain, or down the vale,
As his shadowy train sweeps on,
There stealeth a lengthened note of wail,
For the loved and early gone!


## Wells, Fargo & Company's California Express.

A JOINT STOCK COMPANY—CAPITAL $500,000.

[redacted]

## INDIANA FEMALE SEMINARY.

C. G. McLEAN, D. D., Principal.

THIS Seminary is located in the city of Indianapolis. Its central position makes it easy of access. New and commodious buildings are in progress, in which, it is hoped, the pupils will find a pleasant and cheerful home. Every attention will be paid to the physical, mental, moral and religious culture of the pupils by the Principal and his Assistants

The first session will commence on the first Monday of September next, when day and Boarding pupils will be received. Circulars can be had at the city Bookstores, also from the Principal, by application through the mail, and at this office.

Indianapolis, July 15, 1852—d3tw4w.

RIFLES AND SHOT-GUNS, REVOLVER AND ALL OTHER KINDS OF PISTOLS.—SAMUEL BECK would respectfully inform his old friends and the public generally, that he has again taken charge of his Gun business, and will again devote his entire attention to the manufacture of Guns His shop is on Washington street, half a square west of the Court House sqna e, sign of the Big Gun, where he will be happy to accommodate all who may wish good Rifles, Shot Guns, or any other article in the Gun line. All work warranted, or no charge. He has constantly on hand the best Rifle Powder, Caps, and Lead.

His loss by fire of his Hat Store, makes it necessary to call on all who know themselves indebted to him by note or book account, to call immediately and pay up, as he is compelled to have money. Come, and save cost

☞Orders from a distance promptly attended to. feb13w

C. BUTLER. J. M. MATHES.

## NEW BOOK STORE.

BUTLER & MATHES having commenced the BOOK SELLING ATD STATIONERY business in the city of Indianapolis, would most respectfully inform the citizens of Indianapolis, and of the State generally, that they are now receiving and opening a very handsome addition to their former stock, which makes their assortment very good. They expect to keep constantly on hand and for sale, wholesale and retail Law, Medical, Theological Musical, Agricultural, and Scientific Works. Blank Books, School Books and Stationery of every description: together with a general assortment of every thing in their line, usually kept in Book Stores, all of which they propose to sell on the most accommodating terms.

Ladies and gentlemen will please call and examine our stock, before purchasing elsewhere. All orders from a distance, promptly attended to, and Boxes and Packages forwarded with dispatch.

Store south side of Washington street, in the brick Block on the corner of Washington and Meridian streets, a few doors west of the Postoffice. BUTLER & MATHES.

Indianapolis, July 10, 1852—3d-w3w.

TO THE PUBLIC.—The undersigned hereby cautions the public against buying or using a Patent Right for machinery for cutting the Screws upon the rails, &c., of bedsteads, granted to Spencer Lewis, April 9th, 1850, as the same was procured by fraud, and has been adjudged by the Commissioners of Patents for the United States, to Gross and Campbell, of Tiffin, Ohio.

The undersigned is the only authorized Agent of said Gross and Campbell for the sale of the Rights in said machinery in the State of Indiana, and will prosecute any infringement upon the same by sale, using, or otherwise.

For the information of the public, he herein sets forth the decision of the Commissioner of Patents:

"*Spencer Lewis vs. Gross & Campbell*—Interference of said Gross & Campbell's application with a Patent, granted to said Spencer Lewis, April 9th, 1850, for improvements in machinery for cutting Screws on rails, &c., of Bedsteads, before the Commissioner of Patents:—

"After careful examination of the testimony in the above entitled case, priority of invention is decided in favor of said Gross and Campbell: the said Gross joint inventor with the said Cam bell, of the machine claimed by them, having invented the part in controversy prior to the invention or production of the same by said Lewis.

PATENT OFFICE, March 17, 1851. THO'S EWBANK.

SAM'L H. KISINGER,

july8—w6w. Agent for Gross & Campbell, Tiffin, O.

## OH, FOR STEAM!

AT EAGLE BOILER AND MACHINE SHOP.

THE citizens of Indiana who want to purchase Steam Engines, Boilers, sheet-iron Chimneys, &c., well constructed, of the best quality of iron, and cheap, are specially invited to the well known firm of KELSHAW & FINKER, whose facilities for manufacturing Steam Boilers are superior to any west of the mountains. By which they are prepared and ever ready, by long experience *at their* business, to execute, on the shortest notice, any description of new work or repairs of old.

Therefore, before going down to the river or elsewhere, call and see, and save your time and dimes at home, on Pennsylvania street, on Pogue's Run, right north of the Gas Works, in the Railroad city of Indiana.

Indianapolis July 1, 1852. w6m.

## The City Flooring Mill in Operation Again.

THE undersigned having added the latest improved Planeing Machine to their establishment, by which they are enabled to do better planeing than ever was done by any rotary machine, and even equal if not better than that done by the hand plane. If there is any person who has any doubt respecting the capacity of the Machine, we invite them to call at the establishment on the eastern market square and examine for themselves.

We are prepared to plane lumber of every description, from one-fourth of an inch to twelve inches thick. We face, tongue, and groove all kinds of lumber, or we tongue and groove it rough, as the case may be, at the shortest notice. We also plane lumber straight, and out of winde or twist for Door and Window Frames, Doors and Sash. In short, all lumber that needs to be planed straight, &c.

jun2-w3m SHELLENBERGER & CO.

CARPETS! CARPETS!!—3,000 yards at Post Office Corner I have and will receive in a few days a fine stock of Carpets Cotton and Wool, Wool, fine, super-fine, superior 3 ply, Tapestry, Velvets, Matted Rugs, &c., some very handsome patterns, which can be bought cheap for cash.

mar18 H. PARRISH.

## Mechanics Mutual Health Association.

*Incorporated by Legislature of Ohio—Charter Perpetual.*

PRINCIPAL OFFICES.

*For issuing Certificates of Membership and paying claims.*

No. 105 WALNUT STREET, CINCINNATI, O.
No 5 WELD BUILDINGS STREET, ST. LOUIS, MO.
No. 439 MAIN STREET, LOUISVILLE, KY
No. 39 SMITHFIELD STREET, PITTSBURGH, PA.
No. 56 JEFFERSON AVENUE, DETROIT, MICH.
No. 181 LAKE STREET, CHICAGO.
MASONIC HALL, INDIANAPOLIS, IND.

Accumulated Cash and Guaranty Capital, $40,000.

This is an Association of Merchants, Farmers, Mechanics, Working men, and others, formed for the mutual benefit of each other in case of sickness or accident: By the payment of the following annual deposits, you become a life member, and will be entitled to a weekly benefit during life, should you be disabled by disease or accident from attending to your ordinary business or occupation. All who join this Association are entitled to a vote in the election of officers, and to participate in the profits of the Association. It is established on a safe and permanent basis, being both mutual and benevolent in its designs, and with the lowest rates consistent for its security.

Yearly Deposits of Members Under 50 Years of Age.

TABLE OF RATES NO. 1.

Those not drawing for the first week's sickness, by paying

| | | | | | |
|---|---|---|---|---|---|
| $3 per year draw | $3 per week. | $7 per year draw | $7 per week. |
| 4 " " | 4 " | 8 " " | 8 " |
| 5 " " | 5 " | 9 " " | 9 " |
| 6 " " | 6 " | 10 " " | 10 " |

TABLE OF RATES NO. 2.

Those not drawing for the first week's sickness, by paying

| | | | |
|---|---|---|---|
| $3 per year draw | $4 50 per week. | $6 per year draw | $8.75 per week. |
| " " | 6,00 " | 7 " " | 10,00 " |
| " " | 7,50 " | | |

[illegible] Dollar and Fifty Cents Admission Fee will be charged the [illegible] year, and must be paid at the time of making the application. [illegible] the first year's deposit within twenty days.

[illegible] persons over 50 years of age, will be charged 25 per cent. extra [illegible] male) receive pay for diseases common to both sexes only.

OFFICERS:

[illegible] H. BUCHANAN, Vice Pres't. W. W. SCOTT, President.

Directors.

WM. R. KING: W. W. SCOTT.
F. LIVINGSTON. J. H. BUCHANAN.
R. C. JOHNSON. THEODORE MARSHALL.
J. H. BUCHANAN, SECRETARY AND TREASURER.
R. BROWNELL, General Agent for Indianapolis.

BY LAWS OF THE MECHANICS MUTUAL HEALTH ASSOCIATION.

§ 1. This association shall be called the "*Mechanics' Mutual Health Association.*"

§ 2. The officers of this Association shall consist of a President, Vice President, Secretary and Treasurer, and a Board of Directors. These shall constitute the Board of Officers.

§ 3. The President, Vice President, Secretary and Treasurer shall be elected annually by the Members, each member being entitled to one vote, and a majority of all the members voting shall be necessary for a choice.

§ 4. The annual meeting of the members of the Association shall be held at the office in Cincinnati, Ohio, on the first Tuesday October in every year. Members living at a distance from the office, shall have the right to send representatives to represent them at said meeting; but no representative shall represent more than one hundred members.

§ 5. The President shall preside over all meetings of the Association, sign all certificates of membership, investigate all claims, and exercise general supervision over all business of the Association.

§ 6. The duties of the Vice President shall be, to supply the place of the President in his absence.

§ 7. The Secretary shall appoint all agents and clerks, and keep an accurate record of the transactions of the Association.

§ 8. The Treasurer shall receive all moneys paid to the Association, and pay all claims of the Association; and he will also be required to execute such bonds as shall be satisfactory to the President.

§ 9. The Board of Directors shall fix the salary of the President, Vice President, Secretary, Treasurer, Clerks, Actuaries and Agents.

§ 10. It shall be the duty of the consulting physician to examine applications for membership, and sign such as he shall approve.

§ 11. The funds of the Association shall be deposited in such bank or banks as the Board shall direct, and in the names of the President and Treasurer, and shall be drawn out only by checks, signed by the President, and countersigned by the Treasurer. And whenever the money thus deposited shall amount to more than may be deemed necessary for immediate use—it may be invested in State, or otherwise, as may be most secure and advantageous to the Association; and all moneys thus disposed of shall be loaned in the names of the President and Treasurer, and their successors in office.

§ 12. The President shall give satisfactory bonds to the Board for full security of the Association, for all moneys in his hands.

§ 13. An office of the Association shall be kept in Cincinnati, Pittsburgh, Pa.; Louisville, Ky.; St. Louis, Mo.; Chicago, Ill.; Detroit, Michigan, and Indianapolis, Indiana, for the convenience of members in those localities, and shall be at the expense of the Association.

§ 14. No member shall be entitled to benefits until the amount of yearly deposit has been paid.

§ 15. Any seven members of the Association shall constitute a quorum at any regular meeting.

§ 16. All persons holding office in this Association, as well as members, shall become members of the Association; and agents are required to execute such bonds as shall be satisfactory to the President.

§ 17. Agents will send in all the applications for membership on Friday of every week, also all moneys belonging to the Association leave each applicant a printed envelope and a blank letter, and the applicant to send his yearly deposit to the office in. Agents are not authorized to receive but $1.50 (the initiation fee.)

ART. 18. The certificate of membership shall be issued upon the application, and the agreement therein shall be binding upon the parties.

ART. 19. All members, in case of sickness, shall notify the Secretary of such sickness within two weeks after the commencement of the same, and in proof of such sickness he will be required to obtain the certificate of at least three members of the Association, or his attending physician, and that he has been properly attended; and his amount of benefit shall be paid within fifteen days thereafter.

ART. 20. Should a claim be made which should clearly conflict with the articles of agreement subscribed to by the member in his application, the whole subject may be submitted to a Board of Referees, one chosen by the officers, one by the claimant, and the third by the two thus chosen; and their decision shall be final.

ART. 21. No certificate of membership shall be issued until the amount of yearly deposit has been paid nor to a person under fifteen or over sixty years of age. Benefits for sickness not to exceed $10 per week; 25 per cent extra will be charged to persons over fifty years of age.

ART. 22 Certificates of membership may be issued to Females against the same liabilities as males, except that the amount of benefit shall not exceed $5 per week. Females assured against disease common to both sexes only.

ART. 23. All moneys received not otherwise appropriated, shall be reserved as a safety fund, until the same amount to $50,000, and the remainder, after providing for outstanding risks, shall be divided annually to the members in ratio to their yearly deposits.

ART. 24. In case of resignation or death of any officer, the Board shall have power to fill the vacancy.

☞I certify that the above is a true copy of the By-Laws of the Mechanics' Mutual Health Association of Cincinnati, Ohio.

may4-2w3-may29-3mw J. H. BUCHANAN, Sec'y.

## 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 appurtenance 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

Hon. E. A. Hannegan, Indiana;
Hon. Wilson Shannon, Ex-Gov. of Ohio;
Hon. Wm. P. Bryant, Ex-Chief Justice of Oregon;
Hon. Isaac P. Walker, U. S. Senate;
Hon. John Moore, Springfield, Illinois;
Hon. Wm. McMurty, Lieut Gov. of Illinois;
Hon. S. H. Treat, Springfield, Illinois;

For further information address E. S COOPER, Peoria, Illinois.

jan26-1y

## The Greatest Horse Medicine of the Age!

THE CELEBRATED GERMAN HORSE POWDERS

THOSE who have used it once almost invariably call and get another supply, and all unite in saying that it is an admirable remedy in the diseases for which it is recommended.

We do not say that *THE GERMAN HORSE POWDER will* cure all the diseases to which that useful animal, the Horse, is subject, but we do recommend it as a most certain cure and preventive in the following diseases, viz:

*Distemper, Yellow Water, Slobbering, Glanders, Low Spirits, Loss of Appetite,*

And all Diseases whatever arising from

IMPURITY OF THE BLOOD,

And boldly challenge the production of a better medicine for those diseases.

We publish no certificates, for we are willing that the medicine shall stand or fall by its own merits, and we are confident that a trial of it will convince the most skeptical of its good qualities.

N. B.—Purchasers should be careful and ask for *Fickardt's German* Horse Powder, and not take any other Buy only of us or our accredited agents.

Price, 25 cents a paper.

TROUP & FICKARDT,
Druggists and Manufacturers.

To whom all orders must be addressed. Circleville, O.

The *GENUINE FICKARDTS'S GERMAN HORSE POWDER* can also be had of

THALMAN & EVANS, Indianapolis.

And of other respectable agents in Indiana. mar4w

## IMPORTANT

TO OWNERS OF HORSES AND CATTLE!

Troup & Fickardt's Celebrated Black Liniment

IS APPLICABLE in all the various diseases of Horses and Cattle, where an external application is required, such as Corks, Chafes, Galls, Sprains, Bruises, Scratches, Cracked Heel, strains of the Shoulders, Stifle, Hoof, Knee, Hip, Joint, Fetlock, and of the Pastern and Coffin Joints, Sweeney, Splint, Spavin, Hard Tumors, Distemper,