

QUESTIONS IN THE COURTS

A Decision Against the Police Commissioners Elected by a City Council.

Evansville's Metropolitan Board Sustained in Its Appeal to the Supreme Court—The Law Relating to Mechanics' Liens Valid.

The Supreme Court yesterday reversed the decision of the Vanderburg Superior Court in the case of Edward E. Law and others against Fred Blend and others. This was the suit of the Evansville Metropolitan Police Board as constituted under the act of March 5, 1883, against Fred Blend, Charles Kehr and James Nugent, who claimed authority as a police board, having been appointed by the Common Council of Evansville, under the act of April 10, 1883. The latter took charge of the force, and refused to surrender the force and to turn over the control of the police to the properly constituted board, which then brought suit in the Vanderburg Superior Court against the commissioners selected by Council. The defendants entered a demurrer, which the court sustained, and the metropolitan board appealed to the Supreme Court and secured a reversal of the judgment, as noted above. Judge Coffey rendered the opinion, which was to the effect: First, that a repealing clause attached to an act, when the former one, the repealing clause falls with the act to which it is attached. Second, that the act of 1883, except so far as it is unconstitutional in its provisions, does not belong to the two leading political parties, is in force and governs the manner of selecting and controlling the police power of the cities thereof. In the course of the opinion Judge Coffey said: "That it was the intention of the Legislature by the act of March 5, 1883, to repeal the act of April 10, 1883, and to make it as far as possible non-partisan there can be no doubt. In doing this the object of the Legislature was to remove the objectionable features of this law, the remainder is capable of being enforced in such a manner as to fully carry out the object sought to be attained."

In Favor of the Mechanic.

Judge Howe rendered a decision yesterday in the suit of George W. Markland against Louis J. Blaker, which grew out of a contested mechanic's lien case. There are seventeen liens on Mr. Blaker's property, with a prior mortgage in favor of the Massachusetts Mutual Life Insurance Company for its full value, and the point at issue was to discover, if possible, whether the mortgage took precedence over the liens. The last legislature passed a law which holds that a mechanic's lien is prior to any mortgage, and to satisfy it the house can be moved off and sold within ninety days' notice. Judge Howe holds this law to be valid, and the mechanic's lien can be enforced only on the ideal piece of property erected. He holds that mere knowledge on the part of the owner that the work is being done, and that the material is being furnished, does not dispense with the necessity of due notice being given, although it need not be given in writing. The laborer must notify the owner, or his agent, that he is doing the work or furnishing the material at the time that the labor is performed. The act of the last legislature embodies the following provision: "And, where the owner has only a leasehold interest, or the lien is incumbered by mortgage, the lien holder, in order to perfect his lien, shall send said lien-holders, is not impaired by forfeiture of the lease for rent or foreclosure of mortgage; but the same may be sold to satisfy the lien, and removed within ninety days after the sale by the purchaser. This, Judge Howe holds, is not very clear in its exact meaning, but he gives the point at issue as to the priority of the balance of the liens on Mr. Blaker's property, in reference to this case," he said, "I hold that the laborer or material man has a right to have sold and moved off the premises only the particular building for which he performed labor or furnished materials, and that he cannot have such relief, he must allege and prove how much labor or materials he has performed or furnished for that particular building." The decision will probably be carried to the Supreme Court.

Before Judge Irvin.

Samuel McKay and John Arnold, both charged with assault and battery, with intent to kill, and Robert Philpot, indicted for murder, all pleaded not guilty on arraignment before Judge Irvin, yesterday. The trial of Edward Aszman, charged with killing Bertha Ely, on January 11, began Tuesday morning. Charles Keubler, a twelve-year-old boy, was sent to the Reform School as an incorrigible.

Notes from the Docket.

Helene Weiss, a native of Austria, was adjudged insane yesterday. She is thirty-five years of age. The case was brought on a grand jury capias for practicing medicine without a license. He was released on \$100 bail. The Baltimore, Ohio & Chicago Railroad Company, defendant in a civil action brought by Frank S. Paul and Thomas Grobis, in the DeKalb Circuit Court, has petitioned for the removal of the cases to the federal court here on the ground of prejudice and local influence.

The Court Record.

SUPREME COURT DECISIONS.

12600. The Phoenix Insurance Company vs. Dominic Golden. Jefferson C. C. Affirmed. Olds, J.—Suit on policy of fire insurance. The defendant, by its application to the age of the building, the value of the land, etc., must be taken to be representations, and not warranties. (Rogers vs. Phoenix Company, 1887.)

15191. Henry Winlock vs. State. Knox C. C. Affirmed. Mitchell, C. J.—An indictment under Section 2110, R. S., 1881, charging the defendant with luring with a shotgun, on the enclosed lands of William S. Ewing, without having first obtained the consent of said Ewing, and naming the county and State where the offense was committed, is sufficient, without describing the land upon which the hunting was done.

15265. Joseph W. Rhea et al. vs. Josiah G. Swain. Morgan C. C.—Appellants petition for rehearing.

15266. American White Bronze Company et al. vs. Edwin Clark. Clinton C. C.—Certiorari awarded and issued.

15269. William Hammond vs. State. Benton C. C. Affirmed. Berkshire, J.—Under Section 1750, R. S., 1881, an indictment for larceny which charges that the property stolen was money is sufficient.

15275. N. A. & C. R. Co. vs. John A. Balch. Clinton C. C.—Affirmed. Balch, J.—If circumstances are proved authorizing an inference in favor of a plaintiff it is proper for the jury to draw it, and their verdict cannot be disturbed.

SUPERIOR COURT.

Room 1—Hon. Napoleon B. Taylor, Judge.

Oscar L. Neisler vs. Louisa H. Johnson et al. Judgment on verdict for plaintiff for \$41.50.

Room 2—Hon. D. W. Howe, Judge.

Louis Wierhake vs. John Wallace et al. Judgment for plaintiff against John Wallace for \$267.17 and foreclosure of mortgage.

Frank S. Paul vs. C. W. Bagorzi; account. Dismissed and costs paid.

Louise Benn vs. Phoenix Insurance Company. Plaintiff dismissed suit and paid costs.

Room 3—Hon. Vinson Carter, Judge, pro tem.

John Twinn vs. Louisa B. Twinn; on note and account. On trial by the court.

Circuit Court.

Hon. Livingston Howland, Judge.

Mary A. Loy vs. Amos D. Loy; to set aside conveyance of real estate. On trial by court.

Articles of Incorporation.

The Jenney Electric Motor Company, of Indianapolis, was incorporated yesterday, with a capital stock of \$55,000 in \$50 shares.

THE AFRICAN CONVENTION.

Mr. Hinton Says It Was Not What It Should Have Been, but Expects Good to Follow It.

Hon. J. S. Hinton has returned from Chicago, where he has been attending the Afro-American convention. "I should not have returned so soon," said he to a reporter yesterday, "had I not been taken sick. That the convention is not what its projectors held it would be is true. Had it been held in Indianapolis or Springfield, Ill., it would not have been surrounded by the disturbing elements that have prevailed at Chicago, and it would have been a success. There were eighty-one delegates from Chicago demanding entrance and keeping others out. The first day was a continuous pandemonium. Yet, after all, I think good will come of it. The comment on the lack of members from the Southern States I do not regard as much force. No representative attendance from those States was to be expected. The colored people of that part of the country are timid, and have good reason to be. However, the convention had as its president W. A. Plager, of Georgia, who is a prominent man there. A national league is forming, and there will be another meeting next year. State leagues will be forming all the time, and our race will in time be brought together in the movement."

"How about C. H. J. Taylor, who left the convention declaring there was nothing worth writing about?" inquired the reporter.

"That gentleman who has appropriated the greater part of the alphabet to his private use is a Democrat, appointed by President Cleveland to Liberia. He gave the convention a vicious kick in the rear, and doubtless went to Chicago for that purpose, or to do the cause any injury that he could. He is bright and shrewd, with unlimited gall, and it appears to be interested in keeping in favor with the rabid anti-negro element of the South. You know that when emancipation came, our Southern States were full of negroes who preferred slavery to manly independence and freedom."

THE SCHOOL COMMISSIONERS.

Report Recommending the Erection of More Buildings Adopted—Financial Matters.

The School Commissioners hurried through their work last night, only matters of a routine character being taken up. The committee on buildings and grounds recommended the purchase of four lots on the northwest corner of Illinois and Twelfth streets, to be used as a site for an eight-room building; the erection of a four-room building on Lincoln lane, and the purchase of suitable grounds for a third building in the vicinity of Woodruff Place. For this the committee reported \$40,000 would be necessary. After adopting these recommendations the board listened to a report from the finance committee, which recommended that it be authorized to make a temporary loan of \$40,000, and to advertise for the issuance of ten-year bonds for that amount at 4 per cent. interest, which was done. The \$40,000 bonds on school building No. 3, which are held by Mrs. Margaret M. Sprague, fall due on the 1st of next March, and the finance committee was authorized to advertise for bids on bonds to replace the maturing bonds. It has been proposed to find a list of outstanding bonds of the public library property, and, in consequence, those known refuse to sign for the claim on the Pennsylvania-street asphalt improvement, and the board decided to pay the claim on the condition that it is assigned to the board by the contractor. Superintendent Green reported an increase in the daily attendance last December over December, 1888, but stated that influenza will cut down the per cent. for January to a low figure. Bills amounting to \$73,774 were allowed on recommendation of the finance and auditing committee.

THE PUZZLE DEPARTMENT.

(Everything relating to this department should be addressed to W. H. Graffam, West Scarborough, Me.)

Answers to Puzzles.

No. 3170—Love the truth and do the right.

No. 3171—Christmas.

No. 3172—

ERVAL
D E W O W
D D E R B
L E G E T
R H Y T H M

No. 3173—

J-U-D-I-C-I-A-L
A-T-T-A-C-H-M-E-N-T
P-O-P-U-L-A-R
A-N-D
N-U-T-R-I-A

No. 3174—1. Pen-ell. 2. C-roon. 3. P-1-on-ee. 4. D-i-d-a-l. 5. A-no-n-a. 6. C-1-oke.

No. 3175—Rossignol.

Original Puzzles.

No. 3187—CERTAINTIES.

1. Curtail a game at cards formerly in use and leave a kind of type again, and leave the best portion again, and leave a plant.

2. Curtail carriers and leave a meat liquor again, and leave the government of the Turkish empire again, and leave a dark-purple astrin-gent wine.

3. Curtail transparent and leave the catarrh; acule, and leave a fruit again, and leave a plant and its fruit.

WEST SCARBOROUGH, ME. AUST XXX.

No. 3188—LETTER ENIGMA.

In swamp, not in bog;
In limb, not in log;
In camp, not in tent;
In scar, not in dent;
In bird, not in bee;
In small, not in wee;
In nest, not in tell;
In earth, not in sell;
In way, not in ween;
My whole, false-winter-green.

WEST SCARBOROUGH, ME. AUST XXX.

No. 3189—SQUARES.

1. A wind instrument of music, formerly in use. 2. A city of Europe. 3. Bennett. 4. To engrave. 5. An allray.

No. 3190—NUMERICAL ENIGMA.

I am composed of 22 letters.

My 4, 14, 21, 18 is to glance.

My 16, 9, 1, 19 is a soft mineral.

My 2, 2, 11 is the hand of anything.

My 22, 10, 3, 8 is elevated.

My 15, 6, 10, 5 is to acquit.

My whole is a true saying.

AUST XXX.

No. 3191—TRIANGLE.

Across: 1. A letter. 2. A knot of hair. 3. A volley. 4. Performers.

Down: 1. A letter. 2. Very. 3. A resinous substance. 4. A species of mollusk. 5. A Bible character. 6. A conjunction. 7. A letter.

AUST XXX.

No. 3192—WORD CHARADES.

1. My first is a verb.

My second is a measure of type;

My whole is to attend.

2. My first is the equator.

My second is the period of time;

My whole is descent.

3. My first is a man's name;

My second is an opening;

My whole is to polish.

UNCLE WILL.

Foot Notes.

L. L. C.—We are sorry the errors occurred. We shall look after them henceforth.

D.—Your matter is excellent. Call around after them.

Dono—More matter from your pen would be pleasing.

J. C. B.—Yes, let us have all the puzzles you can make. Also, send your answers.

Also Cross-Cough Drops—all druggists.

AFFAIRS OF THE RAILWAYS.

Personal, Local and General Notes.

The Cincinnati, Hamilton & Indianapolis has resumed the issuing of its monthly union time card.

The Pennsylvania lines east of Pittsburg last year earned \$25,000 a mile; the Philadelphia & Reading, \$25,000; the Erie & Lehigh, \$25,000; the Lehigh Valley, \$25,000; the Lehigh & Northampton, \$25,000; the Lehigh & Susquehanna, \$25,000; the Lehigh & Potomac, \$25,000; the Lehigh & Delaware, \$25,000; the Lehigh & Maryland, \$25,000; the Lehigh & Virginia, \$25,000; the Lehigh & North Carolina, \$25,000; the Lehigh & South Carolina, \$25,000; the Lehigh & Georgia, \$25,000; the Lehigh & Florida, \$25,000; the Lehigh & Alabama, \$25,000; the Lehigh & Louisiana, \$25,000; the Lehigh & Mississippi, \$25,000; the Lehigh & Arkansas, \$25,000; the Lehigh & Texas, \$25,000; the Lehigh & New Mexico, \$25,000; the Lehigh & Arizona, \$25,000; the Lehigh & California, \$25,000; the Lehigh & Nevada, \$25,000; the Lehigh & Idaho, \$25,000; the Lehigh & Utah, \$25,000; the Lehigh & Wyoming, \$25,000; the Lehigh & Colorado, \$25,000; the Lehigh & New York, \$25,000; the Lehigh & Pennsylvania, \$25,000; 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