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NEW L. E. & W. SCHEME

W. E. Hackedorn Says There Will Be a Branch to Indianapolis.

Mortgage for $1,000,000 Filed at Muncie —Ohio River Valley Lines at Peace — Freights Going Up.

A dispatch from Muncie says: Mr. W. E. Hackedorn, the well-known attorney for the Lake Erie & Western railway, caused some excitement in Muncie this afternoon by his actions during a very short stay in the city. The attorney went direct from the depot to the courthouse, where he filed a mortgage for $1,000,000. The mortgage was given by the Indianapolis & Northeastern Railway Company to secure a loan of that amount for a term of fifty years from the Manhattan Trust Company, of New York city. The money is to be used on the Indianapolis, Anderson & Muncie division of the road. The mortgage states that the road is to run northeast from Muncie through Jay county to the Ohio State line. Dr. S. H. Baxter is named as president of the company and Mr. Hackedown as secretary. Mr. Baxter is a well-known banker of Lima, O., and a partner in the railroad and land speculation of Calvin S. Brice, of Ohio. When seen this evening Hackedorn simply stated that he had no news at present. When asked if this was not the much-talked of branch of the Lake Erie & Western from Muncie to Indianapolis, Mr. Hackedorn again stated that he had no news. He finally stated that the company was an entirely new one, in no way connected with the Lake Erie & Western or any other road; that the road would be built but probably not this year. Regardless of Mr. Hackedorn's statements it is believed the road is to be a part of the Lake Erie, thus shortening their distance from points east of Muncie and on the Fort Wayne division of the road to Indianapolis, touching at Anderson. Harry Crawford, of the Chicago & Southeastern railway, was in Muncie to-day, and some believe that the old Midland road is to be gobbled up by the Lake Erie people.

The Garstang Locomotive.

The new engines on the Big Four, known as the Garstang type, are creating so much talk through the excellent records they are making with heavy trains that a description of the locomotive, as given by one of the master mechanics, will be read with interest. On Sunday a theatrical party occupying three cars and a baggage car were hauled by these engines 352 miles in seven hours and twenty minutes, making one change of engines, and one of these engines ran, with six cars attached to it, recently quite a distance at a speed of seventy-two miles an hour, covering some miles in forty-five seconds. The master mechanic says they were built by the Schenectady locomotive works from specifications prepared by William Garstang, superintendent of motive power. The engines present a plain, but symmetrical, appearance, standing high on their wheels. The cylinders have a twenty-four-inch stroke, and are 18½ inches in diameter. The driving wheels are 68 inches in diameter. The rigid wheel base is 8 feet, and the total wheel base is 22 feet 9½ inches, and of the engine and tender 46 feet 1⅛ inches. The total weight of engine in working order is 119,600 pounds, of which 79,700 pounds rest upon the drivers and 39,900 pounds upon the truck. The tender weighs 85,240 pounds loaded, and has a capacity for 4,000 gallons of water. The boiler is made of steel and carries a working pressure of 180 pounds per square inch, with a factor of safety of 5. The boiler is of the wagon-top type, with crown bar fire box, and has an extension front; it is 58 inches in diameter at the smoke box end, and contains 268 tubes, 2 inches in diameter and 11 feet 5⅛ inches long. The fire box is 8 feet long by 3 feet 6 inches wide; it is made of steel plates; the back and side sheets are 5-16 thick, the crown sheets ⅜ of an inch thick, and the flue sheet ½ inch thick. The piston heads and followers are of cast iron, and have Dunbar packing; the piston rods are of steel, keyed to crossheads, and held by a nut to piston heads; the quicks are of Midvale steel, and the crossheads of wrought iron, with cast steel shoes holding brass gibs. The driving axles are made of Otto steel, with journals 8½ inches in diameter by 10½ inches long. The driving boxes are of ajax metal. The side and main rods are of steel, and have an eye beam section with solid ends on the side rods and front end of the main rod. Comparing the performance of one of these engines with a ten-wheel engine in passenger service, it was found the eight-wheel engine consumed 9.72 pounds of coal per car mile, and the ten-wheel engine 14.22 pounds of coal per car mile.

Ohio Valley Rates Restored.

The freight managers of the Ohio valley lines, in session at Chicago, agreed, yesterday to a restoration of the traffic rates and appointed a committee on a reorganization of the old association which disbanded a year ago. The rates affected by the agreement are on provisions, grain and fertilizers from Chicago to Ohio river points and pig iron from the Ohio to Chicago. The rates go into effect at once.

Unfavorable Earning Exhibits.

The Toledo, St. Louis & Kansas City earned in the year 1893 $1,759,714, a decrease as compared with 1892 of $482,339.

The so-called Mackey lines made bad exhibits for December. The Evansville & Richmond earned $7,070, a decrease of $5,742; the Evansville & Indianapolis, $25,188, a decrease of $6,356; the Peoria, Decatur & Evansville, $54,933, a decrease of $16,035; the Evansville & Terre Haute, $97,560, a decrease of $12,021.

The operations of the Cleveland, Cincinnati, Chicago & St. Louis railroad for November were: Gross, $1,100,038; decrease, $135,301; net, $285,253; decrease, $47,185; surplus, $53,085; decrease, $54,834. Since July 1: Gross, $6,006,654; decrease, $689,257; net, $1,494,472; decrease $224,239; surplus, $367,290; decrease, $250,038. The gross earnings for the fourth week of December were $398,093; decrease, $68,637. Month, $1,106,447; decrease, $193,761. Since July, $7,113,101; decrease, $883,018. Year, $13,786,138; decrease, $1,107,950. The gross earnings only are given for December, as the net portion has not been fully prepared.

Personal, Local and General Notes.

D. B. Martin, general passenger agent of the Big Four, is in New York attending the meetings to bolster up rates.

E. O. McCormick, passenger traffic manager of the Big Four, was in the city last evening en route to St. Louis.

W. N. Price has been appointed traveling freight agent for the Canadian Pacific for Indiana, Illinois, Iowa, Wisconsin and Missouri.

William Green, general manager of the Cincinnati, Hamilton & Dayton lines, is in New York for a conference with President Woodford.

The Canadian Pacific and the Grand Trunk are said to be paying $8 commission on each emigrant passenger who reaches them through Canadian ports.

J. H. M. Claggett, formerly with the Indiana, Bloomington & Western, has been appointed general agent of the Philadelphia & Reading Coal and Iron Company, with headquarters at Buffalo.

Argument on the motion for the appointment of a permanent receiver for the New York & New England road was heard yesterday by Justice Wallace in the United States Circuit Court of New York. Decision was reserved.

The Hammond Packing Company's transfer line, which was incorporated in the Secretary of State's office for Indiana a short time ago, is to develop as a belt road ten miles long, connecting with the Monon, the Wabash, the Rock Island, the Michigan Central and the Chicago & Erie. The road, when completed, will be known as the Indiana Northern, and it is expected to be as valuable a line as has the Elgin, Joliet & Eastern proved to be.

Patrick Murphy, who commenced work in the forties, when E. J. Peck was president of the Terre Haute & Indianapolis, as a platform man at the Indianapolis city freight depot, died Monday night. He had worked up to a few days before his death.

D. G. Edwards, general ticket and passenger agent of the Cincinnati, Hamilton & Dayton, will be in the city to-day. The C., H. & D. people are anxious to secure better quarters to have a freight office on Washington street as well as the passenger department.

The Chicago & Rock Island has abandoned its general agency at Sioux City, Ia., and H. W. Jackson, who has held the position, has been appointed commercial agent of the company at Pueblo, vice J. M. Allen, promoted to division freight agent of the road for Illinois.

J. B. Harter, superintendent of the Chicago & Southeastern, is one of the applicants for the superintendency of the Union Railway Company and Belt road, and A. A. Zion, master of transportation of the Belt road, would like to be the successor of D. F. Whitcomb.

At the adjourned meeting of the lake and rail and the all-rail lines at Chicago yesterday a committee formed jointly of lines whose interests terminate at the Niagara frontier and of Central Traffic Association lines was appointed to consider rates for the coming season. No date for the report of the committee was fixed.

D. J. Mackey, who has been in the city for a day or two looking after matters in connection with the receivership for the Peoria, Decatur & Evansville, returned to Evansville at noon yesterday. A gentleman who had conversation with him says he accepts the situation philosophically, feeling that he has done the best he could.

Capt. G. J. Grammar makes his headquarters now in Chicago, at the offices of the Chicago & Eastern Illinois, and from the interest he takes in matters it is thought he is under pay. His prominence in railroad matters since the Evansville lines got into trouble causes his movements to be watched with more than ordinary interest.

The Vanderbilt lines propose, with the taking effect of the spring time table, to shorten the time between New York and St. Louis two hours. One hour is to be made up east of Cleveland, and President Ingalls promises to make up the other between Cleveland and St. Louis; to Cincinnati the time will be shortened one hour or more.

The Illinois Central has made an answer to the charge of demoralization of Southern business brought against it by the Alton. The answer was of a pacific nature. The Illinois Central agreed to stop whatever demoralization had arisen by reason of its excursions to territory south of the Ohio river. The Alton claimed that it had lost thousands of dollars by the action of the Illinois Central.

There is official authority for stating that the New York Central and the Lake Shore companies have prepared a train schedule which they propose to put in effect with the spring time-table, running a train each way daily between New York and Chicago in eighteen hours, two hours quicker than the exposition train was run for some months last summer. The New York Central will shorten its time between New York and Buffalo one hour, and President Newell says the Lake Shore will shorten its time, as compared with last season, between Buffalo and Chicago, one hour.

A railroad official who recently had a conversation with some of the high officials of the Pennsylvania says there is no real foundation for any statement that the Pennsylvania Company has its eye on the Evansville & Terre Haute, and will eventually purchase it or secure control of it. He said the tenor of their conversation was that if, eight months ago, they had known, or even six months ago have thought that railways would be in their present condition, the company would not have hastened the deal by which it secured control of the Cleveland & Marietta, the Toledo, Peoria & Western and the Vandalia, but it was a fact that six months ago the deals in each case had gone so far as to make it dishonorable to withdraw.

It is stated that one of the subjects which General Manager McDoel, of the Monon, and General Manager Green, of the Cincinnati, Hamilton & Dayton, both of whom are now in New York, will discuss, will be the shortening of the running time between Cincinnati and Chicago. This means a speed war, as the Big Four, with its practically new track and engines, is in shape to make such competition warm, and the Pennsylvania people are anxious, it is stated, to have the Monon throw down the speed card and give it an excuse for some fast running between Louisville and Chicago. All the lines named are in good shape physically for high speed. In fact, it is safer to run either of the lines at a fifty-mile-per-hour schedule than three years ago at a speed of thirty miles an hour.

THE HAUGHVILLE WISE MEN.

Town Board Finally Acts on the Bismarck-Avenue Improvement.

In preparing the profile for the Bismarck-avenue improvement, the Haughville Town Board last night perceived not that the grade at the northern extremity would allow an extended frog-pond to form. But not so with the citizens. In numbers they pleaded with the board for an alteration of the grade. It was seemingly for naught at first, but the trustees finally became penitent and a suitable grade for all will be selected. Concessions from both sides have practically ended the war between the town and the Big Four railroad over the Holmes-avenue crossing. The board agreed to dismiss cases against the railroad officials if the latter would concede that the crossing legally belonged to the town, and furthermore, if the company would put the crossing in condition. The marshal was formally instructed to put in the crossing, and thus the difficulty ends.

At the last meeting the School Board presented a petition asking the Town Board to appropriate $750 with which to buy several lots near Grand View on which to build a schoolhouse. When the matter came up last night the members of the respective boards became somewhat wrathy. Trustee Moore said before any lots would be bought the exact location and cost of them must be indicated. This was somewhat of an insinuation against the honesty of the School Board. President Gordon, of the latter board, replied tartly that as far as he was personally concerned, a new schoolhouse would not benefit him any and he thought that the Town Board had acted somewhat insanely.

"Moore's sentiments are mine," put in President Patterson.

"Well," said President Gordon, "I don't care if you ever buy the lots, or whether you take them as a gift."

"There is just one thing about it," said Trustee Moore. "I heard from responsible parties that one of the School Board said that he would not accept three lots as a gift, which had been previously offered for $500, and that's no lie."

Then there came a motion to lay aside the petition, which was carried. It is safe to say that no new schoolhouse will be given to Haughville by the present board.

Straight as a String.

Puck.

Louisiana Sheriff—I wanter git er warrant fer ole Si Plunkem, fer drunkenness; he's practicin' with his rifle on the nigger campmeetin', and he's hit four already.

Louisiana Justice—Wharabouts be Si?

Louisiana Sheriff—He be shootin' from his smokehouse winder.

Louisiana Justice—Sho, officah! That's nigh onto six hundred yahds f'um the nigger camp meetin'. Old Si kaint be very drunk if he kin hit a nigger at six hundred yards. Yo' must be mo' keerful 'bout askin' this co't fo' warrants, sah.

The Advertising

Of Hood's Sarsaparilla is always within the bounds of reason because it is true; it always appeals to the sober, common sense of thinking people because it is true; and it is always fully substantiated by indorsements which, in the financial world would be accepted without a moment's hesitation.

Hood Pills cure liver ills, constipation, biliousness, jaundice, sick headache, indigestion.

ANOTHER TAKEN IN

Peoria, Decatur & Evansville in the Hands of Receivers

On the Application of Mr. Mackey—In the Toils of a Money Shark—Tow-Bass Feud—Burglar's Sentence.

The Peoria, Decatur & Evansville railroad and all the lines owned, leased or operated by that company were yesterday placed in the hands of Erastus P. Huston and E. O. Hopkins, of Evansville, as receivers. Judge Woods, of the federal court, made the appointments upon application of D. J. Mackey, of Evansville, president of the company. The Central Trust Company, of New York, is the defendant in the suit, and Messrs Sterns and Horton, of Peoria, the railroad company's solicitors, and Bluford Wilson, of Springfield, Ill., represented President Mackey here yesterday. The latter took the opportunity to deny recent charges against him in connection with the road's management.

It is asserted in President Mackey's complaint that the company is unable to meet its outstanding obligations which amount to $1,138,765, and include interest on the first mortgage bonds due Jan. 1. These bonds amount to $1,207,000, and are held by the Central Trust Company, together with a deed of trust securing their payment. The interest due March 1 on these bonds will be $44,100. It is maintained that all interests can best be guarded by the appointment of receivers. The charge that President Mackey has borrowed large sums of money from the road is denied in the complaint, as is also the statement recently made in a circular issued by the chairman of the board of directors of the Evansville & Terre Haute railway that the Peoria, Decatur & Evansville Company had borrowed over $400,000 from the first mentioned road. This statement the complaint says has tended to injure the road's credit and hasten suits on overdue claims.

Judge Woods directs Messrs. Huston and Hopkins to take charge of and operate the road with power to redeem all securities and to borrow money if necessary. Each receiver gave bond in the sum of $25,000. The same action was taken at Springfield, Ill., Tuesday, but the announcement was not made until yesterday, so that the orders for the appointments might be made public in both districts at the same time.

The Peoria, Decatur & Evansville road runs from the last-named point to Pekin, Ill., and was a part of the Mackey system, having been bought by Mr. Mackey about nine years ago.

The exact bonded indebtedness of the road consists of $1,287,000 first mortgage bonds, issued 1880, on the line from Pekin to Mattoon; $1,470,000 first mortgage bonds, issued on the line from Mattoon to Evansville, known as the Evansville division, and $2,088,000 second mortgage bonds, issued in 1886, on the entire line; also $800,000 floating indebtedness.

MUST SERVE HIS TIME.

Supreme Court Refuses to Give Tow a New Trial.

The Tows and the Basses have occupied the time and attention of both federal and county courts to an exceptionally large extent during the past three or four years. The criminal history of Indiana contains a voluminous chapter of their misdeeds. The feud which existed between the two families has been the subject of much newspaper attention and columns have been written about it. The celebrated fight on a Monon train at Greencastle Junction, which resulted in Curtis Bass throwing Tow from the fast-moving train and in which several persons were shot, is well remembered. The chief actors in this feud seemed to employ themselves almost altogether in trying to either drag one another into the courts or doing each other bodily harm. They were connected by marriage.

Bass was convicted in the Lawrence Circuit Court of assault and battery with intent to commit murder, and sentenced to four years in prison. Motion for a new trial was overruled and an appeal was taken to the Supreme Court to reverse this judgment and remand the case for trial, it being charged that the indictment was insufficient.

The court holds in an opinion yesterday affirming the action of the Lawrence Circuit Court, that the indictment was sound and that the evidence tends so strongly to support the verdict of the jury that it cannot be disturbed on the further claim by Bass that the evidence was not strong enough to support the verdict. Tow was killed about a year after the assault upon him by Curtis Bass, his slayer being Dawson Moore, marshal of the town of Mitchell, and who is now, like Bass, serving a term at Jeffersonville.

The question of admitting as evidence certain stenographic notes of a statement made by Tow after the assault on him by Bass, formed a portion of the basis of a request for a new trial. The Supreme Court held in yesterday's opinion that the great weight of authority is where the testimony of a deceased witness has been taken in writing or where notes have been taken by the judge or anyone else who can testify to their correctness, or where the evidence has been taken by an official shorthand reporter such evidence or notes may be read in evidence on a subsequent trial between the same parties. Another reason urged by the attorneys for Bass in support of their appeal is the fact that while the trial of Moore was in progress the jury in the Bass case could hear the arguments in the room in which they were deliberating. The opinion of yesterday says in reply to this that nothing is shown to indicate that the appellant did not have full knowledge of this fact or that he made the slightest objection to it. The jury is presumed to have done its duty and nothing more, and such presumption must continue until the contrary is shown. No error is found in the lower court's refusal to grant a new trial on any of the facts disclosed. Justice Coffey wrote the opinion.

IN A MONEY SHARK'S TOILS.

One of Lewis Baum's Usurious Transactions Brought Into Court.

Louis Baum, a "money shark," whose extortions have been heretofore exposed in the columns of the Journal, was yesterday afternoon made defendant in a suit by one of his victims to secure release from the toils of the shark. Baum, it will be remembered, was connected with C. Ludwig in a usurious transaction in which a woman named Harrison was the victim. During the transaction Ludwig violated the postal laws and was fined and sentenced to jail by Judge Baker. The jail sentence was afterwards remitted on Ludwig's pitiful plea for his family. The plaintiff in the case filed against Baum yesterday is Frederick J. Neitzel. He alleges that on June 5, 1893, he borrowed of Baum the sum of $50. At this time he executed his note for that amount, payable in ninety days. At the same time he executed two interest notes for $9.80 each, due in thirty and sixty days, and all the notes were secured by a chattel mortgage. On Sept. 5 the loan was extended for six months from that date, and Neitzel again executed interest notes. This time he executed three interest notes for $6 each, due in thirty, sixty and ninety days, and also two interest notes for $9.80 each, due in four and five months from date. He also executed a second chattel mortgage to secure the payment of this second batch of notes. Since this time Neitzel alleges he has paid Baum $60.40, more than the principal with legal interest. He says he has demanded that Baum release the mortgages, and the latter has refused to do so. He charges in his complaint that the money shark fraudulently inserted the word "piano" in the mortgages so as to make them cover that instrument. The plaintiff avers that he had no knowledge of this insertion until Jan. 9, and that he had not intended the piano to be included in the mortgage, and that the money shark, at the time of the execution of the mortgage, knew that it was not intended to have the piano included. Baum came to this city from Terre Haute, where he was proprietor of a saloon of that class known as "barrel houses."

BURGLARS ON TRIAL.

One of Them, John Simpson, Given a Sentence of Nine Years.

In the Criminal Court, yesterday, John Simpson, William Welch and Jeff Davidson were placed on trial under indictments for burglary and grand larceny. They were jointly indicted for the burglarizing of the residence of Chris Harmening during last November, at which time clothing and jewelry of the value of about $200 were stolen. The stolen property was recovered at the residence of a sister of Davidson, who testified that the property was brought to the house by Davidson and Simpson. The latter admitted upon the witness stand that he had served three terms in the penitentiary, and said he might have served more, but he did not remember them. Welch has also served time in the penitentiary. The defendants demanded separate trials by jury, and Simpson was tried first. The jury was not out but a few minutes when they brought in a verdict of guilty, and fixed Simpson's punishment at nine years in the penitentiary.

GONE TO THE WALL.

Proprietor of Frank's Furniture Fair Makes an Assignment.

F. W. Frank, proprietor of Frank's Furniture Fair, at Nos. 115 to 119 East Washington street, has made an assignment to the Indiana Trust Company for the benefit of all his creditors. His store occupied three floors of the building and he carried a large general stock of furniture. Recently he has filed a number of chattel mortgages to secure creditors. His assets are estimated at $20,000, and his liabilities at about the same amount.

Appellate Court Decision.

The Appellate Court yesterday affirmed the decision of the Marion Superior Court in the case of Wright W. Champion against the Chicago, St. Louis & Pittsburg Railroad Company for damages for injuries sustained while in the latter's employ. Champion was a switchman, and while at work with an inexperienced employe he had his hand crushed because of his companion's alleged lack of experience, the accident occurring while they were trying to couple cars. Champion was given a verdict for $2,250 in the lower court. The railroad company appealed on the ground of a refusal to instruct the jury that when a man enters the employ of a railroad company as a yard brakeman he impliedly assumes the risks of accident caused by the inexperience of his fellow yard brakeman in that service. The court holds that such refusal was not an error, and that the instructions given covered the case in every particular. Judge Ross dissented.

Suits on Notes.

There were two suits on promissory notes begun in the federal court yesterday against the Greenfield Iron and Nail Company, Franklin Landers, William C. Whitehead, John Landers, Edward C. Egan and William G. Wasson. The Block-Pollak Iron Company, of Cincinnati, is the plaintiff in one suit for $4,950, and Joseph Joseph & Bro., of the same city, file the other suit, which is for $6,350. These notes were given for material alleged to have been furnished by plaintiffs for use in defendants' business.

E. D. Fulford Returns.

E. D. Fulford, who was arrested at the instigation of the Long Distance Telephone Company, for forgery, has again returned to the city from his home in Syracuse, N. Y. No indictment was returned against him by the last grand jury, and it was reported that there was prospect of a compromise with the company. The grand jury will take up his case during its present session and Fulford has returned to prepare for his defense if he be indicted.

Dispute with a Tenant.

J. Harry Johnson yesterday brought suit in injunction and damages against James A. Artman. The plaintiff claims to have leased to the defendant certain farm land and that the latter in violation of the terms of the lease is making alterations in the property. He asks that the defendant be enjoined from this and that he have judgment against the plaintiff for $1,000 damages.

Won by the Railroads.

In the suit of the Insurance Company of North America against the L. E. & W. and other railroads, Judge Bartholomew yesterday instructed the jury to bring in a verdict for the defendants. The suit was one to recover for the loss of a carload of cotton burned at Battle Ground, Ind., several years ago.

THE COURT RECORD.

Supreme Court Opinions.

16436. Mary A. Roberts vs. Farmers' and Merchants' Bank et al. Fountain C. C. Affirmed. Howard, C. J.—Where in fraud of creditors a conveyance is made to a wife without consideration, then, although she may not be actually a party to the fraud of her husband, yet she is affected by all the equities which might be enforced against him, and the conveyance will be set aside. 2. A complaint seeking to set aside a fraudulent conveyance which charges that the conveyance was made to defraud creditors, and that the wife was a party to that fraud, with full notice and knowledge, sufficiently alleges that such conveyance is fraudulent. 3. Where a bill of exceptions is signed on Sunday, no emergency being disclosed, it is unlawful.

16518. Robert J. Davis vs. Charles Shuah. Owen C. C. Affirmed. Dailey, J.—A verdict will not be annulled or destroyed if it can be understood by the court. Where the verdict is for the "defendant" in an action against partners, the omission of the letter "s" will not vitiate the verdict.

16967. Curtis Bass vs. State. Lawrence C. C. Affirmed. Coffey, J.—Where the testimony of a deceased witness has been taken in writing, or where notes of the evidence have been taken by the judge or any one else who can testify to their correctness, or where the evidence has been taken by an official short-hand reporter, such notes or evidence may be read in evidence on a subsequent trial between the same parties. It is not necessary that all the evidence of the deceased witness be reproduced. It is only necessary to reproduce all the evidence upon a distinct subject.

Appellate Court Opinions.

985. C., St. L. & P. Railroad Company vs. Wright W. Champion. Marion S. C. Affirmed. Davis, C. J.—Where there is a failure to show or offer to show that the test or experiment was made under substantially the same conditions as existed at the time the injury occurred to plaintiff there was no error in refusing to admit evidence of such test. 2. The court reviews the instructions asked by appellant and holds part are too narrow and incomplete and others are covered by those given. Ross, J., desents. 3. If the court upon objection of opposite counsel directs counsel addressing the jury to keep within the record and complaining counsel takes no further action there is no error.

1073. Alonzo A. Munch vs. Eber Darling et al. Elkhart C. C. Reversed. Lotz, J.—In its technical sense ratification of a contract is itself a fact and not a conclusion to be drawn from other facts or circumstances. Where a fact is improperly cast among the conclusions of law it cannot be considered as a fact to support any defect in the special findings. Where matters of fact are stated as conclusions of law they are altogether out of place and can exert no influence upon the case. Givens and Davis, J., disent.

1087. James Johnson vs. Benjamin F. Williams. Grant C. C. Affirmed. Ross J.—Where the court below found that appellee was not acting as a broker and concluded that he was entitled, to a commission for the sale of bank stock, the conclusion was rightly drawn from the facts.

Superior Court.

Room 1—James M. Winters, Judge.

Frank Beckwith vs. Charles H. Reichert et al.; mechanic's lien. Finding for defendants.

John Moore vs. Esther Strawbridge et al.; street lien. Dismissed and costs paid.

John Clune vs. Ella McNimery; from Walpole, J. P. Appeal dismissed.

Margaret C. Howard vs. Michael A. Howard; divorce. Dismissed.

North Storms vs. Carlo Palma et al.; account. Judgment for plaintiff for $93.

Room 2—J. W. Harper, Judge.

August Erbrich vs. William Smith et al.; suit on note. Tried by court. Finding and judgment for plaintiff for $103.60.

Paul Striebeck et al. vs. Jacob Ruff et al.; mechanic's lien. Cause dismissed and costs paid.

Sandy Jones vs. L. M. Cox; mechanic's lien. Cause dismissed at plaintiff's cost.

John C. Riley vs. Charles Loge; replevin. On trial by court.

Room 3—Pliny W. Bartholomew, Judge.

Insurance Company of North America vs. L. E. & W. et al.; damages. Court instructs the jury to find for defendants.

Susan McConnell vs. C., C., C. & St. L.; appeal from Osmon, J. P. Dismissed and costs paid.

Criminal Court.

Millard F. Cox, Judge.

State vs. John Simpson; burglary and grand larceny. Trial by jury. Guilty. Imprisonment in the State prison for nine years.

State vs. Jeff Davidson; burglary and grand larceny. On trial by jury.

State vs. William Welch; burglary and grand larceny. On trial by jury.

Circuit Court.

Edgar A. Brown, Judge.

Charles Quack vs. Christoph Brunnenholfer's estate; claim. Trial by court. Allowed for $621.

R. A. Howell vs. Ann Luckey's estate; claim. Dismissed by claimant.

W. J. Allen vs. Ann Luckey's estate; claim. Dismissed by claimant.

Egan & Treat vs. James B. McElwaine's estate; claim. Trial by court. Allowed for $68.50.

Charles J. Kuhn vs. James B. McElwaine's estate; claim. Trial by court. Allowed for $83.83.

New Suits Filed.

Fred J. Wetzel vs. Lewis Baum; to satisfy mortgage. Superior Court, Room 2.

Isaac Joseph Iron Company vs. Greenfield Iron and Nail Company et al.; notes. Superior Court, Room 1.

Priscilla J. McCurdy vs. James R. McCurdy; divorce. Superior Court, Room 2.

Enoch H. Moore vs. Christian Michael et al.; mechanic's lien. Superior Court, Room 1.

Barbara A. Sanders vs. William Sanders; divorce. Superior Court, Room 3.

J. Harry Johnson vs. James A. Artman; injunction and damages. Superior Court, Room 3.

Treatment for Blount.

New York Morning Advertiser.

When the Hawaiian committee gets Mr. Paramount Blount on the stand he should be compelled to state his reasons for hauling down the American flag. And these reasons, failing to be entirely satisfactory, Mr. Blount should be hauled down and over the coals himself.

Where there are children, there Dr. Bull's Cough Syrup should be always handy.

SCRATCHED TEN MONTHS

A troublesome skin disease caused me to scratch for ten months, and was cured by a few days' use of SSS

M. H. WOLFF, Upper Marlboro, Md.

SWIFT'S SPECIFIC

I was cured some years ago of White Swelling in my leg by using SSS and have had no symptoms of ro turn of the disease. Many prominent physicians attended me and failed, but S. S. S. did the work.

PAUL W. KIRKPATRICK, Johnson City, Tenn.

Treatise on Blood and Skin diseases mailed free. SWIFT SPECIFIC COMPANY, Atlanta, Ga.

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FROM INDIANAPOLIS TO	LEAVE	ARRIVE
Columbus, Ind., and Louisville	*3.35 am	*11.00 am
Philadelphia and New York	*4.00 am	*10.15 pm
Baltimore and Washington	*4.50 am	*10.15 pm
Dayton and Springfield	*4.50 am	†10.15 pm
Martinsville and Vincennes	*7.45 am	*5.05 pm
Richmond and Columbus, O.	*8.00 am	†3.20 pm
Madison and Louisville	*8.05 am	†5.50 pm
Logansport and Chicago	*11.25 am	*3.05 pm
Dayton and Columbus	*11.45 am	*9.00 am
Dayton and Springfield	*3.00 pm	*12.45 pm
Columbus, Ind., and Louisville	.....	*11.15 am
Philadelphia and New York	*3.00 pm	*12.45 pm
Baltimore and Washington	*3.00 pm	*12.45 pm
Knightstown and Richmond	†4.00 pm	†8.50 am
Columbus, Ind., and Louisville	*4.00 pm	*10.15 am
North Vernon and Madison	†4.00 pm	†10.15 am
Martinsville and Vincennes	†4.00 pm	†10.45 am
Pittsburg and East	*5.10 pm	*11.40 am
Dayton and Xenia	*5.10 pm	*11.40 am
Logansport and Chicago	*11.20 pm	*3.25 am

VANDALIA LINE. SHORTEST ROUTE TO ST. LOUIS AND THE WEST. From Indianapolis Union Station. Trains leave for St. Louis 7:30 a. m., 11:50 a. m., 12:55 p. m., 11:20 p. m. Trains connect at Terre Haute for E. & T. H. points. Evansville slee