

FUNERAL DIRECTORS. PLANNER & BUCHANAN—Funeral directors, 172 North Illinois street, between York and Madison. Office always open. Telephone 641.

DIED. DONOVAN—Sarah A., wife of James H. Donovan, aged 74 years, died at her residence, 741 East Michigan street, at 2 p. m., at residence, 741 East Michigan street.

MORTON—Klowna, Kan., at 8 a. m., April 13, Emma E. Morton, eldest daughter of Mrs. H. P. Aughinbaugh, of this city, formerly of Harrison, Mo. Hagerstown papers please copy.

LYNCH—Mrs. Sarah A. Lynch, widow of the late Thomas H. Lynch, at her residence, 233 North New, died at 3 o'clock, Tuesday morning, April 14, at 3 o'clock, in her eighty-fourth year. Funeral services Wednesday, April 15, at 2:30 p. m. Friends invited. Burial private.

WANTED—MALE HELP. WANTED—An experienced gentleman as a salesman for a prominent Chicago company; previous experience not essential; first-class references. Apply in person only. H. C. LOGAN, 357 Lemcke block.

WANTED—An idea who can think of some simple thing to patent? Protect your ideas they may bring you wealth. Write JOHN C. DEDERBURG, 212 E. Washington, Washington, D. C. for a \$1,500 prize and list of inventions wanted.

HELP WANTED—FEMALE. WANTED—Experienced girl as a housework; must be first-class cook, neat and willing. Ample assistance with laundry work. Salary \$10.00 per month. Apply 68 North Alabama street.

WANTED—Ladies who want to make \$3 to \$5 per day; agreeable, pleasant and legitimate business; no capital required. Write to QUEEN CITY DRUG COMPANY, Mmc. M. Baurelle, Manager, Cincinnati, O.

FINANCIAL. LOANS—Money on mortgages. C. F. SAYLES, 12 East Market street. LOANS—Sums of \$500 and over. City property and real estate. C. E. COFFIN & CO., 90 East Market street.

MONEY—To loan on Indiana farms. Lowest rates. Farm investments. C. N. WILLIAMS & CO., Crawfordsville, Ind. MONEY TO LOAN—On farms at the lowest market rate; privileges for payment before. We also buy municipal bonds. THOS. C. WATSON, 112 North Third street, Lemcke Building, Indianapolis.

BUSINESS CHANGE. BUSINESS CHANGE—What is booming in the world to-day? Any one who has money to invest should buy it; made through a responsible broker. Trade information by sending for our large Real Estate Directory. We have the latest information to enable any one to handle their investments intelligently; also, our Daily Market Bulletin, which will tell you what to buy; both free. STANSELL & CO., Bankers and Brokers, 43 Traders' Building, Chicago.

NOTICE. NOTICE—Subscribers to stock of the Northwestern Farm Investment Company are hereby notified to pay their stock to date at the office of the company, 28 South Illinois street, at 10 o'clock, on or before April 25, 1896; otherwise the stock of all delinquent subscribers will be sold without further notice. In accordance with the by-laws of the company, the order of the board of directors, Northwestern Farm Investment Company, E. C. ATKINS, President. Attest: WM. H. PERKINS, Secretary.

FOR SALE—HORSES AND VEHICLES. FOR SALE—New traps, surreys, buggies, phaetons, delivery wagons, harness, whips. BUTLER & CO., 18 South Pennsylvania.

LEGAL ADVERTISEMENTS. PROBATE CAUSE NO. 1845. In the Circuit Court of Marion county, Indiana. Patrick H. McNeil, administrator, with the will annexed of the estate of James Kelly, deceased, vs. Mary Kelly et al.

In the Circuit Court of Marion county, Indiana. To Edward McHenry and the unknown heirs of Mary Kelly, et al. Whereas, I, the undersigned, hereby notified that the above named administrator as administrator with the will annexed of the estate aforesaid, has filed in the Circuit Court of Marion county, Indiana, a petition praying for an order and decree of said court authorizing the sale of certain real estate belonging to the estate of said decedent, and in said petition described, and made public notice of the same, and filed an affidavit averring therein that you are the owners of said real estate, and that you are nonresidents of the State of Indiana, and that you are necessary parties to said proceedings, and that you have no other notice of the same, and that you are now pending, is set for hearing in said Circuit Court, at the courthouse in Indianapolis, Ind., on the 15th day of May, 1896.

Witness, the clerk and seal of said court this 15th day of April, 1896. JAMES W. FESLER, Clerk Marion Circuit Court.

THE RECEIVERS HAVE RESIGNED. Mr. Jarvis Will Become Sole Receiver of the L. E. & St. L. Road.

It was learned last night on indisputable authority that receivers E. O. Hopkins and James H. Wilson, of the east end of the L. E. & St. L. railroad, have forwarded their resignations to the federal court here, but they have not yet been received. It is also learned from the same source that Receiver Jarvis, of the west end, will be made receiver of the entire road. This appointment is really the natural outcome of the action of Receiver Jarvis. While Messrs. Hopkins and Wilson were still nominally receivers for the 5-per-cent, or consolidated bondholders, the appointment of Mr. Jarvis really took from them all their power. It is also understood that Mr. Hopkins has been elected by the holders of the 5-per-cent bonds to represent them, and will become associate receiver of the road, with advisory powers, under Mr. Jarvis, and that he will have access to all the books and accounts on behalf of the bondholders.

While none of the things stated have been passed upon by the court, the resignations have not even been received, the source of the information is such as to leave no doubt of the truth of the statement.

BEER GLASS AS A WEAPON. Used in Two Minor Assault Cases Last Night.

Della Johnson, a colored domestic, was arrested last night for beating another colored woman, Rachel Cooksey. Della Johnson says she was at the house of a friend living on Columbia avenue. She and her friend were in the doorway, drinking a can of beer, when Rachel Cooksey and two or three other colored girls who "had it in for her" came along and started to assault her. In the ensuing fracas, Della Johnson says, she struck Rachel Cooksey over the head with a beer glass, hitting her on the forehead. Cooksey girl then appealed to the police and had Della Johnson arrested.

In a fight on South East street, S. Calio, an Italian fruit vendor, was badly cut above the left eye by a broken beer glass in the hands of his neighbor, who escaped without a scratch. Calio was taken to the police station, where Dr. Courtney attended to his wounds.

TWO CONVICTS PARDONED. One Was a Perjuror, the Other a Seven-Year Man.

Two pardons were issued from the Governor's office yesterday. Al Walker and Andrew Norman are the prisoners to whom the gifts were made. Walker was sentenced from Henry county in 1885 for a term of seven years, on the charge of assault and battery with intent to kill. Andrew Norman was sentenced from Jackson county early in 1887 for two years, on the charge of perjury. At the Governor's office it was explained that there are mitigating circumstances in each case, that each man has served the greater part of his sentence and that "a large number of citizens" petitioned for the pardon of each.

Incorporated Yesterday. The Peoples Building and Loan Association of Oakland city, was incorporated yesterday, with a capital stock of \$250,000. The Carroll Telephone Company was incorporated, with a capital of \$50,000, to operate telephone lines in Carroll county. Citizens of Howard and White counties. The headquarters are at Delphi.

MAYGET THEIR DUES

UNCLE SAM AFTER INTERSTATE-COMMERCE LAW VIOLATORS.

Forty Shippers and Railway Officials Summoned Before the Grand Jury at Chicago—Party Theatrical Rates.

The Interstate-commerce Commission is preparing to make things warm for the roads running out of Chicago. It reports during the last ten days, issued forty subpoenas for shippers and men connected with the freight departments of the Eastern roads. They are to appear before the federal grand jury on May 4. The inquiry which the commission will make at that time will be in connection with rebates and cut rates, dressed beef and other packing house products from the stock yards in Chicago. Nearly every Eastern road is included in the list, and among the men summoned are several of the large shippers, who will be called on to tell what they know of rebates and cut rates generally. No subpoenas have been issued for Western railroad men, and it is expected that the commission will make a fight against the Eastern roads first, and if successful, it will then take up the cutbacks against the Western lines.

The B. & O. and the P. & W. The New York Evening Post says: "Persons in a position to know state that the report of Stephen Little on the Baltimore and Ohio and the Pittsburgh & Western will show a condition of things considerably more favorable than the public has been led to suppose. Mr. Little is now engaged on a tour of inspection and his report on both lines is expected about May 1. Meanwhile an expert who has recently examined the physical condition of the lines, and who is in close touch with the receivers, stated today that the roadbed and rolling stock are already in much better shape than they were a few months ago. The cars which were remembered, were put on full time shortly after the receivers took hold of the property, and the fact that the entire rolling stock of the road will have been thoroughly overhauled within three months, is a fact which is not generally apparent, and is having its effect on the ability of the road to handle the traffic now coming to it. The fact that the road is in a position to receive the recent trip of the receivers and their party over the lines it was made plain to them that the road is in a position to handle the Cumberland-Pittsburgh-Wheeling triangle to put the Baltimore & Ohio on a par with the Erie. The traffic of the region, chiefly coke and lumber, is said to be susceptible of decided expansion. The realization of this fact may be noticed in the fact that the parent road toward its extensions. The business of the line is now said to be showing satisfactory growth, and the returns are helped by the attitude of the competing lines, which are standing by the traffic agreement. The B. & O. is also maintaining rates strictly. In former years the line has been known as a rate reducer, but this policy was some time ago abandoned. The fact that during the recent trip of the receivers, the road serves somewhat to indicate the identity of the people in control behind the receivers. It will be interesting to see what they find out the earning capacity of the road with rates strictly maintained.

Party Rates and Mileage Books. The general officers of the Western roads, who for three days have been struggling at Chicago with the questions of party rates and mileage books, have adjourned until Tuesday. They have decided that the restrictive conditions surrounding the sale of mileage books shall be rigidly enforced and that the refund will be paid only by the chairman of the Western Passenger Association upon the return of the cover of the book, provided that it is returned by the original purchaser, who has made no illegitimate use of it. On the question of party rates they were not able to reach a definite conclusion, and it is likely that the matter has been appointed to consider certain phases of the matter at a later date. It is expected that party rates shall not be made except in writing, making no defendants thereof, and that the Western Passenger Association where the roads come into competition with the lines of the Eastern Passenger Committee. This practically means that party rates shall be made in the State of Illinois, but in no other part of the associated territory. This decision, the roads declare, does not mean that they have taken voluntary action against the rights of theatrical companies to have reduced rates, but there is no other way for the roads to legally stop the demonstration of the theatrical companies, and party tickets. A committee was appointed to see if there is any way in which the roads will be able to grant the reduced rates to theatrical parties and at the same time maintain the law. Action on the report of the committee will be taken at the meeting next Tuesday.

The Mileage-Book Problem. Much interest is taken in the mass meeting of general passenger agents and commercial travelers which has been called by Commissioner Tucker, of the Central Passenger Committee, at Chicago, April 23. All organizations interested in the mileage-book problem have been asked by letter to send representatives for a general exchange of views. At this meeting the commercial men will be asked what guarantee they can give that the conditions of the new mileage book will be observed should it be adopted. For instance, can the commercial men give assurances that the condition of nontransferability will be observed? Will a Chamber of Commerce impeach or reprimand a member if it were discovered he had violated the conditions? These are the questions which may arise at the proposed meeting. There is wide interest at present over this mileage-book problem, and among the questions which are being raised are: How can the roads and the travelers are raising an outcry. The roads have been considering the adoption of an interchangeable five-thousand-mile book with photograph or description of the buyer inscribed. They want a 2,500-mile book, still interchangeable, and the books to be sold through traveling agents and the proceeds to be speedily apportioned among the members. Others want all lines privileged to sell the tickets, and as it goes. There is no uniformity of opinion. Possibly "the mass meeting" will find a solution to the problem.

Voices of the Theatrical Troupes. The cancellation of party rates by the Western roads is not the only grievance of the theatrical troupes. In former times, under the fierce rivalry for business, there was great liberality in the way of transportation of baggage and scenery. The advance agent, too, was usually given free transportation on the privilege to send the scenery. There were other points in which the theater people felt the weight of the cutbacks. In the case of the theatrical companies, the cost of traveling theater companies from transportation charges is no doubt, cut into the profits of the business as to drive most of the weaker ones off the road. A liberal reduction in the rates for people more traveling on one ticket, and there the concession ends. The theatrical people are almost two miles from the city and carry about getting into a quarrel with the railway companies, as the latter are credited with having long memories and in any event in this game they hold the commanding cards.

Free Carriage Not Unlawful. In the case of the Detroit Grand Haven & Milwaukee Railway Company vs. the Interstate-commerce Commission, Judge Hammond, of the United States Court of Appeals, at Cincinnati yesterday, rendered a decision vacating the order of the Interstate-commerce Commission and reversing the Circuit Court that modified and proved that order. At Grand Rapids the station is almost two miles from the city and the railroad established a free transfer line for the delivery of freight from the station to the city. The Commission's order was next stated, claiming that this free carriage was a violation of the long and short-haul clause in the interstate-commerce law. The decision is a very elaborate one, covering only the local problem involved, but it outlines any order of the commission that would legally operate in such a case as the controversy between the shippers at Grand Rapids and Ionia.

P. C. & St. L. Annual Meeting. The annual meeting of the stockholders of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company was held in Pittsburgh yesterday. The report for 1895 showed a net profit of \$1,493,161, and net profit of \$1,566,400, an increase of \$73,239. There was an increase of 1,257,000 tons in the freight traffic and 253,702 more passengers were carried than in the year previous. The directors elected were: George W. Willard, Chicago; Joseph Wood, Pittsburgh. The board will organize at a later date.

Personal, Local and General Notes. President Ingalls, of the Big Four, is spending the week in New York. Passenger Traffic Manager Edwards, of the C. & O., is on the incline. It has been decided to double-track the Cincinnati division of the Panhandle from Scioto bridge to Sullivan hill. It is said now that the Baltimore & Ohio will build one hundred locomotives, instead of seventy-five, as originally intended. James O'Brien, superintendent of car service of the Canadian Pacific, has been appointed assistant to the vice president. Superintendent Darlington of the P. & W. and Marcellus of the I. & E. are in connection with rebates and cut rates at Philadelphia last night. Nearly all the high officials located in this city were present at the semi-annual meeting of the American Railway Association. At a meeting of the executive committee of the Traveling Managers' Association, held in Chicago yesterday, it was decided to hold the next annual convention at the Southern Hotel, St. and 23rd. John R. McCord has been appointed a local excursion agent of the C. & O. D. with headquarters in the incline. His business will be to develop excursion business along the line, establish picketing grounds, and organize the excursionists.

An officer in the mechanical department of the Pennsylvania says the construction department has in view the building of a new bridge over the Schuylkill river, which is more than any yet built by that or any other company. All the lines are putting their roadbeds into the best possible condition while traffic is light. The past winter in this territory has been an easy one for the roads, and will require but little labor to put most of the lines in perfect order. The Erie & Western No. 578 took a freight train of twenty-five loaded refrigerator cars over the middle division of the Pennsylvania, from Altoona to Erie, on March 23, in the remarkably fast time of three hours and thirty-seven minutes.

It is considered more than probable that the Erie & Western, the Camden & Atlantic, the Philadelphia, Marion & Medford roads will be merged into one organization. The roads are now controlled by the Pennsylvania. Sam P. Shane, general freight agent of the Erie, has been appointed assistant general freight manager of the Erie and also chief clerk of Mr. Shane, has also been appointed assistant general freight agent of the Erie. Both offices will remain in Cleveland.

A Nickel-plate car trust for \$500,000 has just been created. It owns the Chicago and five hundred recently added to the Nickel-plate equipment. The trust runs for fifteen years, at the expiration of which the line is now said to be showing satisfactory growth, and the returns are helped by the attitude of the competing lines, which are standing by the traffic agreement. The B. & O. is also maintaining rates strictly. In former years the line has been known as a rate reducer, but this policy was some time ago abandoned. The fact that during the recent trip of the receivers, the road serves somewhat to indicate the identity of the people in control behind the receivers. It will be interesting to see what they find out the earning capacity of the road with rates strictly maintained.

REVOLVERS FOUND ON A PRISONER. The Daring Claude St. Clair Intended to Make a Dash for Liberty.

Claude St. Clair, the young desperado who sandbagged and robbed Horatio S. Garner, the paymaster at Burford's printing establishment, Feb. 20, has been lying in jail since that occurrence, awaiting trial. Indictments have been returned against him by the grand jury, but his release is being sought. He is also wanted in another county, where he was arrested last fall and afterward broke jail. Deputy sheriffs at the jail yesterday morning learned that St. Clair had armed himself and was preparing to shoot his way out of jail. One of them was on duty at the jail, and the street for police assistance. Detective Stout and patrolman Jordan and Robinson accompanied the sheriff to the jail. They stationed themselves behind the door leading into the turkey's bedroom, where they stood until the prisoner had entered the room by an armed deputy. Detective Stout and patrolman Robinson seized him by either arm and held him until he had handed his wife a new cloak, but she refused the gift and accepted a garment from Pugh. The couple have five children.

A Verdict Against H. D. Pierce. The suit of the Brunswick-Balke Company against Harry D. Pierce to recover an outfit of saloon fixtures, was decided in the Superior Court yesterday in favor of the plaintiff. The outfit included bar fixtures, mirrors and several beer fixtures. The outfit was used in the Monumental Palace saloon by one of Harry D. Pierce's former saloons.

Coroner's Judgment for Fees. Coroner H. C. Castor got a judgment in the Superior Court yesterday against the Board of County Commissioners for \$53.99. The coroner brought suit for back fees, alleging that he had performed the duties of \$42.75. He claimed that he was entitled to the same fees paid Coroner Beck.

Two Divorce Complaints. Dora Lenora Edwards has applied for a divorce from John W. Edwards, who she alleges left her while she was in the arms of Lizzie J. Koons. Complaints of George Koons and asks for a divorce on the grounds of abandonment.

THE COURT RECORD. Supreme Court. 1787. Dollin vs. Leonard, Montgomery C. C. Affirmed. Monks, J.—In case a person in possession of real estate under a contract of sale, but before the deed for the same is made, he may, under the contract, sell the real estate, and the purchaser of the same, if he has no children, one-third of the property will go to her husband and the remaining two-thirds to the children. Under the provisions of Section 2623, Revised Statutes, 1894, and Sections 2659 and 2667, Revised Statutes, 1894, the contract of sale of real estate came to the intestate by gift or by conveyance in consideration of love and affection.

1760. Smith vs. Mills, Marion C. C. Affirmed. Hackney, J.—When notes given for purchase money are assigned without recourse they carry with them the vendor's lien on the property. 1761. Strover Creek township vs. Kandel, Randolph C. C. Affirmed. McCabe, J.—An act purporting to amend a section of an act that has already been amended is unconstitutional and void. 2 The act of 1891, amending the act of 1887, which was an amendment to Sections 15 and 16 of the act of June 15, 1882, defining a lawful parol contract, is unconstitutional.

1762. Myers vs. Boyd, Wayne C. C. Affirmed. Howard, J.—When the owners of real estate make a sale of the same by accepting the proceeds of the sale they will be estopped from claiming that the sale was invalid. 1763. Reed vs. Van Matre, Henry C. C. Dismissed. 1764. Dykeman vs. Eel River Railroad Company, Fulton C. C. Motion to dismiss appeal sustained. 1765. Wabash vs. Wabash Railroad Company, Wabash C. C. Submission set aside and appeal dismissed.

Appellate Court. 1696. Woodard vs. Myers, Elkhart C. C. Reversed. Davis, J.—The lien of a chattel mortgage, duly recorded, is paramount to that of an unrecorded mortgage. The lien of the mortgagee is not destroyed by the fact that the mortgagor consented that such stock be so parted and subjected to such a lien. 1888. Levi vs. Allen, Washington C. C. Affirmed. Gavin, C. J.—When the theory and evidence of both sides conflict, the duty of the trial court will be final. 1766. Koons vs. Edwards, Wayne C. C. Affirmed. Loiz, J.—An agreement to apply a present debt in payment of a present debt will not relieve the transferee from the operation of the statute of frauds unless a receipt or credit is actually given, and when transaction is not a sale of goods, the statute of frauds may direct the verdict.

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THE LETTER BRUTAL

IT LEADS TO MRS. EMMA EVANS SING F. G. NEWCOM FOR \$10,000.

The Letter Reflected in a Scandalous Way on the Plaintiff, Who Owes a Drug Store.

Late yesterday evening a sensational damage suit was brought in the Circuit Court against Frank G. Newcom, a bookkeeper for Daniel Stewart. The plaintiff is Mrs. Mary Evans, of No. 129 North Meridian street. Mrs. Evans keeps a drug store at that number, and the defendant, Newcom, resides a few doors north. The complaint contains charges of a serious character against the defendant.

The plaintiff says she is the wife of Sanford A. Evans, to whom she was married in 1879, and with whom she has since lived in peace and happiness. She is the mother of two daughters, aged respectively sixteen and four years. She and her husband have in their employ a manager of the drug store, Samuel E. Hamlin, a practicing physician. Mrs. Evans alleges that on March 28, 1896, the defendant, Newcom, intending to injure her standing as a druggist and to destroy her good name, caused a letter to be written which reflected upon her character and caused her much unhappiness. The letter was signed "F. G. Newcom" and was most indecent. It was addressed to Dr. Hamlin, referring to him as "Red-headed Doc!" and attacked the character of the plaintiff most scandalously. It is a veritable onslaught upon the letter read thus: "You are the ———— that informed the health officer on my behavior, and don't you know that I have been a druggist for years, as asserted, was regularly mailed and delivered to Dr. Hamlin by a letter carrier. Mrs. Evans says she is given damages in the sum of \$5,000.

ONLY \$5 TO HIS WIFE'S SON. The Will of William H. Corbalay Probed Yesterday.

The will of William H. Corbalay, the Indianapolis pension attorney who died last week, was probed yesterday in the Circuit Court. The testator left his real estate almost entirely to his daughter, Edith J. Corbalay. One paragraph of the will provided that the testator bequeathed to the boy born to his wife, Ada D. Corbalay, May 21, 1884, and this is all that I desire him to have.

To his brother, Robert C. Corbalay, the decedent bequeathed his books and office fixtures and five hundred dollars, to be paid to Lewis G. Akin qualified as the executor of the estate by furnishing a bond of \$10,000 with the sureties of the testator, Mr. Corbalay becomes the guardian of Edith Corbalay to hold her legacy as trustee until she becomes of age.

Mr. Corbalay was appointed administrator of the estate of Nellie Gordon, Bond, \$10,000.

A Cloak Failed to Tempt Her. Edward Pfeiffer sued Maria Pfeiffer for divorce yesterday, alleging unfaithfulness and cruel treatment. Feb. 15, 1896, the plaintiff lived with his wife at No. 109 Dawson street. She had a new cloak made by her, and she put it on the morning when he discovered that she had a new cloak, but she refused the gift and accepted a garment from Pugh. The couple have five children.

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The plaintiff says she is the wife of Sanford A. Evans, to whom she was married in 1879, and with whom she has since lived in peace and happiness. She is the mother of two daughters, aged respectively sixteen and four years. She and her husband have in their employ a manager of the drug store, Samuel E. Hamlin, a practicing physician. Mrs. Evans alleges that on March 28, 1896, the defendant, Newcom, intending to injure her standing as a druggist and to destroy her good name, caused a letter to be written which reflected upon her character and caused her much unhappiness. The letter was signed "F. G. Newcom" and was most indecent. It was addressed to Dr. Hamlin, referring to him as "Red-headed Doc!" and attacked the character of the plaintiff most scandalously. It is a veritable onslaught upon the letter read thus: "You are the ———— that informed the health officer on my behavior, and don't you know that I have been a druggist for years, as asserted, was regularly mailed and delivered to Dr. Hamlin by a letter carrier. Mrs. Evans says she is given damages in the sum of \$5,000.

ONLY \$5 TO HIS WIFE'S SON. The Will of William H. Corbalay Probed Yesterday.

The will of William H. Corbalay, the Indianapolis pension attorney who died last week, was probed yesterday in the Circuit Court. The testator left his real estate almost entirely to his daughter, Edith J. Corbalay. One paragraph of the will provided that the testator bequeathed to the boy born to his wife, Ada D. Corbalay, May 21, 1884, and this is all that I desire him to have.

To his brother, Robert C. Corbalay, the decedent bequeathed his books and office fixtures and five hundred dollars, to be paid to Lewis G. Akin qualified as the executor of the estate by furnishing a bond of \$10,000 with the sureties of the testator, Mr. Corbalay becomes the guardian of Edith Corbalay to hold her legacy as trustee until she becomes of age.

Mr. Corbalay was appointed administrator of the estate of Nellie Gordon, Bond, \$10,000.

A Cloak Failed to Tempt Her. Edward Pfeiffer sued Maria Pfeiffer for divorce yesterday, alleging unfaithfulness and cruel treatment. Feb. 15, 1896, the plaintiff lived with his wife at No. 109 Dawson street. She had a new cloak made by her, and she put it on the morning when he discovered that she had a new cloak, but she refused the gift and accepted a garment from Pugh. The couple have five children.

A Verdict Against H. D. Pierce. The suit of the Brunswick-Balke Company against Harry D. Pierce to recover an outfit of saloon fixtures, was decided in the Superior Court yesterday in favor of the plaintiff. The outfit included bar fixtures, mirrors and several beer fixtures. The outfit was used in the Monumental Palace saloon by one of Harry D. Pierce's former saloons.

Coroner's Judgment for Fees. Coroner H. C. Castor got a judgment in the Superior Court yesterday against the Board of County Commissioners for \$53.99. The coroner brought suit for back fees, alleging that he had performed the duties of \$42.75. He claimed that he was entitled to the same fees paid Coroner Beck.

Two Divorce Complaints. Dora Lenora Edwards has applied for a divorce from John W. Edwards, who she alleges left her while she was in the arms of Lizzie J. Koons. Complaints of George Koons and asks for a divorce on the grounds of abandonment.

THE COURT RECORD. Supreme Court. 1787. Dollin vs. Leonard, Montgomery C. C. Affirmed. Monks, J.—In case a person in possession of real estate under a contract of sale, but before the deed for the same is made, he may, under the contract, sell the real estate, and the purchaser of the same, if he has no children, one-third of the property will go to her husband and the remaining two-thirds to the children. Under the provisions of Section 2623, Revised Statutes, 1894, and Sections 2659 and 2667, Revised Statutes, 1894, the contract of sale of real estate came to the intestate by gift or by conveyance in consideration of love and affection.

1760. Smith vs. Mills, Marion C. C. Affirmed. Hackney, J.—When notes given for purchase money are assigned without recourse they carry with them the vendor's lien on the property. 1761. Strover Creek township vs. Kandel, Randolph C. C. Affirmed. McCabe, J.—An act purporting to amend a section of an act that has already been amended is unconstitutional and void. 2 The act of 1891, amending the act of 1887, which was an amendment to Sections 15 and 16 of the act of June 15, 1882, defining a lawful parol contract, is unconstitutional.

1762. Myers vs. Boyd, Wayne C. C. Affirmed. Howard, J.—When the owners of real estate make a sale of the same by accepting the proceeds of the sale they will be estopped from claiming that the sale was invalid. 1763. Reed vs. Van Matre, Henry C. C. Dismissed. 1764. Dykeman vs. Eel River Railroad Company, Fulton C. C. Motion to dismiss appeal sustained. 1765. Wabash vs. Wabash Railroad Company, Wabash C. C. Submission set aside and appeal dismissed.

Appellate Court. 1696. Woodard vs. Myers, Elkhart C. C. Reversed. Davis, J.—The lien of a chattel mortgage, duly recorded, is paramount to that of an unrecorded mortgage. The lien of the mortgagee is not destroyed by the fact that the mortgagor consented that such stock be so parted and subjected to such a lien. 1888. Levi vs. Allen, Washington C. C. Affirmed. Gavin, C. J.—When the theory and evidence of both sides conflict, the duty of the trial court will be final. 1766. Koons vs. Edwards, Wayne C. C. Affirmed. Loiz, J.—An agreement to apply a present debt in payment of a present debt will not relieve the transferee from the operation of the statute of frauds unless a receipt or credit is actually given, and when transaction is not a sale of goods, the statute of frauds may direct the verdict.