THE JOURNAL BUSINESS DIRECTORY.

COAL—
COAL—Coburn Coal Co., East 22d street. Anthracite, coke, hard and soft coal. Phone 2445.

DYEING—
BRILL & CO., 155 N. Illinois st. and 238 Mass. ave. Party, ball and theatrical dresses cleaned equal to new; also, dyeing and cleaning gents' and ladies' garments by expert dyers.

FLORISTS—
BERTERMANN FLORAL COMPANY, New No. 341 Mass ave., 236 N. Del. st. Tel. 840.

LAUNDRIES—
UNION CO-OPERATIVE LAUNDRY, D. S. Kelley, Mgr. 138-144 Virg. ave. 'Phone 1269.

MANTELS AND GRATES—
P. M. PURSELL (Mantels, Furnaces), 231 Mass. ave.

PATENT LAWYERS—
CHESTER BRADFORD, 1238 to 1238 Stevenson bldg., 15 E. Wash. st.
V. H. LOCKWOOD, 415-418 Lemcke bldg.

SALE AND LIVERY STABLES—
HORACE WOOD (Carriages, Traps, Buckboards, etc.) 25 Circle. Tel. 1097.

SHOW CASES—
WILLIAM WIEGEL, 116 South Pennsylvania st.

UNDERTAKERS—
FRANK BLANCHARD, 99 N. Delaware st. Tel. 411. Lady Attendant.

WALL PAPERS—
H. C. STEVENS, New Style Wall Paper, Low prices. 930 N. Senate ave. Tel. 2 on 2552.

FUNERAL DIRECTORS.

PLANNER & BUCHANAN—320 North Illinois street. Lady embalmer, for ladies and children. Office always open. Telephone 641. Hacks at lowest prevailing price.

Old 250. New 250.
C. E. KREGELO, FUNERAL DIRECTOR, 225 N. Delaware St. Residence Phone, New 1749. No branch office on N. Illinois street.

DIED.

CORNELL—Mrs. Ada G. Cornell, at the home of her parents, 1041 East Michigan street, at 2 p. m. Friday. Funeral and burial private. No flowers. Friends may call Friday morning.

SPENCE—Mrs. W. J. Spence, Wednesday morning, 1:30, at her home, 1213 East Tenth street. Funeral at 1:30 p. m. Friday, Dec. 1.

FINANCIAL.

LOANS—Money on mortgages. C. F. SAYLES, 75 East Market street.

$100,000,000 to invest through bankers, brokers, etc. Send for circular. Investors' Directory, N. Y.

LOANS—Sums of $500 and over. City property and farms. C. E. COFFIN & CO., 150 East Market street.

LOANS—On city property; 5½ per cent.; no commission; money ready. C. N. WILLIAMS & CO., 319 Lemcke building.

MONEY—To loan on Indiana farms; lowest market rate; privilege for payment before due; we also buy municipal bonds. THOS. C. DAY & CO., Rooms 805-812 Law building, Indianapolis.

FINANCIAL—Loans made to honest salaried people holding permanent positions with responsible concerns on their own names. Easiest terms. Get others' rates then see us. Strictly confidential. SECURITY MORTGAGE LOAN CO., 207 Indiana Trust building.

FOR SALE.

FOR SALE—Coal, coke and wood. C. F. HUNT CO. Both 'phones, 1169.

FOR SALE—Ten R.I.P.A.N.S for 5 cents at Druggists; one gives relief.

FOR SALE—Saloon for sale; good Ohio Centennial location in Toledo; nice stock on hand for the right man. Address L. 39, care Toledo Blade office, Toledo, O.

STORAGE.

STORAGE—The Union Transfer and Storage Company, corner East Ohio street and Belt-line tracks; only first-class storage solicited. CRATING AND PACKING OF HOUSEHOLD GOODS A SPECIALTY.

WANTED—SALESMEN.

WANTED—Traveling salesmen. State age, references and salary expected. EL PADRE CIGAR CO., St. Louis, Mo.

WANTED—Experienced oil salesmen to canvass northern Indiana; salary. Address, stating experience and reference, REGAL OIL CO., Cleveland, O.

WANTED—MALE HELP.

WANTED—Boys and girls to sell holly and other wreaths for Christmas; good profits. Call 227 West Washington street.

BUSINESS CHANCE.

WANTED—Partner in poultry farm, raising broilers and capons. Address FARMER, care Journal.

BUSINESS CHANCE—Do you want to get into a paying, permanent business? Have $1,000 or more immediate cash? Can you act promptly on fair showing of a demonstrated fact? If so, I have a fortune for the right man. Interview only. Address Y 29, care Journal.

LEGAL ADVERTISEMENTS.

PROPOSALS FOR MILITARY SUPPLIES—Chief Quartermaster's Office, Chicago, Ill., Nov. 22, 1899. Sealed proposals, in triplicate, will be received at this office until 10 o'clock a. m., Dec. 4, 1899, and then opened, for furnishing and delivering at either the Chicago, Cincinnati, Boston or Philadelphia depots of the Quartermaster's Department, 30,000 pairs of black calf-skin shoes and 75,000 pairs jean drawers. The articles must conform to standard samples and specifications to be seen at this office. Government reserves right to reject or accept any or all proposals or any part thereof. Preference given to articles of domestic production or manufacture, conditions of quality and price (including in the price of foreign productions and manufactures the duty thereon) being equal. Blanks for proposals and particulars will be furnished on application. Envelopes containing proposals to be indorsed "Proposals for Military Supplies" and addressed to Col. J. G. C. LEE, Chief Quartermaster.

FORTY-TWO LICENSES.

An Unusual Number of Weddings Scheduled to Occur.

The employes in the county clerk's office were kept pretty busy yesterday issuing marriage licenses, and at the hour of closing the records showed that forty-two licenses had been issued during the day. One young man stepped up to the counter yesterday morning and remarked that he "would like to file an application for a marriage license." Deputy Clerk Fate informed him he would have to bring somebody who would make the proper affidavit for him. The young man declared that he did not see the necessity of making an affidavit so long as he was a taxpayer. Deputy Fate found some difficulty in making the young man understand that the question of whether or not a man is a taxpayer cuts no figure at the marriage license counter.

Pensions for Veterans.

Certificates have been issued to the following named Indianians:

Original—John S. Pollom, Knightsville, $8; Alonzo Ramsey, Wabash, $10; Andrew McMurray, Evansville, $6; George W. Faulkner, Ellettsville, $8; Peter Menges, Flint, $6; John A. Iry, Andrews, $8.

Additional—George W. Carr, Wanamaker, $6 to $8.

Renewal and Reissue—Edwin Burk, Portland, $6; Charles F. W. Gibson, Markle, $8.

Renewal—Benjamin Edwards (deceased), New Albany, $8.

Increase—John C. Cogle, Shannondale, $16 to $17; Cyrus Hammell, Decatur, $10 to $12; Luman B. Black, Lafontaine, $14 to $17; John M. Thompson, Richmond, $16 to $17; Mumfred Bicknell, Bicknell, $12 to $14; James W. James, Lebanon, $14 to $17; John Sherman, Terre Haute, $17 to $24; George Brown, State Soldiers' Home, Tippecanoe, $8 to $12; Alexander Baker, St. Joe Station, $8 to $17; William A. Pute, New Castle, $12 to $17; Edward Ringham, Lynnville, $17 to $24; Thomas J. Evans, Cannelburg, $17 to $24; Adam Salzmann, Marion, $6 to $8; Henry Reiter, Poland, $14 to $17; Bingham I. Apple, Young's Creek, $24 to $30; Charles R. Durment, Newberry, $10 to $17.

Reissue—Washington Kelley, Plymouth, $17.

Reissue and Increase — Cleophas F. Coomes, State Soldiers' Home, Tippecanoe, $8 to $10.

Original Widows, etc.—Minor of John Bremmer, Michigan City, $10; Levinia Edwards, New Albany, $8. Special accrued, Nov. 15: Maria Deter, Lagrange, $8; Emily Hight, Bloomington, $17.

War with Spain (Original)—Louis Boarman, Indianapolis, $14.

Evangelistic Services.

The Rev. W. A. Bodell, a rising evangelist and one of the most effective preachers in the West, will assist the Rev. R. V. Hunter in a series of special services at the Seventh Presbyterian Church, beginning next Sunday. Services will be held each day at 3 p. m. and 7:30 p. m. next week, except Saturday. Special music is being arranged.

Young & McMurray, Tailors, 42 N. Penn. st.

STOCK OF C., C., C. & ST. L.

BELIEF THAT THE ADVANCE IN PRICE HAS A GOOD BASIS.

The Pennsylvania Will Make Its Points on Lake Erie of More Importance—Rumor as to B. & O.

Stocks of the Big Four continue to move upward and are active and attracting much attention among investors. The Wall-street Journal says: "The financial and physical condition of C., C., C. & St. L. are looked upon as fully warranting the steady buying of these securities and the advance in them. The earnings for July, August, September and October, after fixed charges, amounted to $770,340. The preferred dividend for this period calls for $166,664, leaving for the common stock $604,000, or 2.15 per cent. We learn from official sources that the next two months are likely to be the biggest months in the history of the company, and that 4 per cent. on the common stock for the current six months can reasonably be expected to be earned. The president of the company goes also so far as stating that the business in sight is sufficient to keep the company very busy for two years to come. He expects the month of December to show unusually large earnings."

The Big Four earned in the third week of November $369,198, an increase over the corresponding week of 1898 of $80,820; the first three weeks of November the earnings were $1,045,075, an increase over the corresponding three weeks of 1898 of $189,002.

Rumor About the B. & O.

It was reported yesterday that the Pennsylvania Company had secured control of the Baltimore & Ohio Railway. When William A. Patton, assistant to President Cassatt, was asked whether the story was true, he replied: "There is nothing to be said. I have seen publications of this sort before connecting the Pennsylvania Company with various deals. They all turned out the same way."

At the general offices of the B. & O. in Baltimore it was said nothing was known concerning the alleged deal. President John K. Cowen was in New York and First Vice President Murray in Pittsburg. No other person about the building was authorized to discuss matters of this nature, but a well-informed official said that no one at that point would be likely to be informed as to the truth of the story, because all transactions in the stock took place in New York and not in Baltimore. "Our business," he added, "is to run the road. Thus far all of our orders have emanated from Mr. Cowen and Mr. Murray. If the road has changed hands, or if it is about to do so, we would know nothing about it until the general public also knew it."

Chauncey M. Depew, chairman of the board of directors of the New York Central, said he knew nothing concerning the reported deal. M. E. Ingalls also said he knew nothing about the matter.

The New York Evening Post said last night: "The following explanation was current to-day on the authority of the Wall-street interest concerned in the recent heavy buying of Baltimore & Ohio stocks: 'A block of Baltimore & Ohio preferred and common stocks has been purchased by A. J. Cassatt and associates, in the interest of the Pennsylvania Railroad. This stock, with the holdings of J. J. Hill, places the control of the B. & O. in harmony with the management of the Pennsylvania. The New York Central road is not concerned in the deal, except through W. K. Vanderbilt, who, as an individual, is one of the syndicate formed to acquire an important interest in B. & O. stock. Some of the largest buyers of the stock said their purchases were delivered to and paid for by Kuhn, Loeb & Co., and that the banking managers, both of the B. & O. syndicate and of the so-called Harriman syndicate, are included in the new purchasing syndicate.'"

Monon's Earnings.

The Monon lines earned in the third week of November $83,440, an increase over the corresponding week of 1898 of $16,999. Since July 1 an increase of $269,251 over the corresponding period of last year is shown.

The Lake Erie & Western earned in the third week of November $84,250, an increase over the corresponding week of 1898 of $16,290.

Personal, Local and General Notes.

The outside ticket offices and the express offices will close to-day at noon.

The Illinois Central on Tuesday began the laying of a stone foundation for an $80,000 passenger station at Decatur, Ill.

To-morrow S. Sanborn will become general manager of the Chicago & Northwestern and R. H. Ashton general superintendent.

W. J. Mann, who is with the Louisville & Nashville at Evansville, on Dec. 1 will go to Louisville as chief clerk in the freight offices.

S. B. Liggett, secretary of the Pennsylvania lines west, who has been in New England three weeks, will leave for his headquarters on Friday.

The earnings of the Chesapeake & Ohio road in the third week of this month show an increase of $24,397 over the corresponding week of November, 1898.

The Santa Fe lines, after paying operating expenses, rentals and taxes for October, show an increase in net earnings over October, 1898, of $403,957.

E. B. Taylor, general superintendent of transportation of the Pennsylvania lines west, who has been on a European trip, is expected to reach home to-day.

J. A. Barnard, general manager of the Peoria & Eastern, last evening went to Cincinnati to spend Thanksgiving with President Ingalls, of the Big Four.

The day trains of the Pennsylvania lines now running between Louisville and Chicago via Indianapolis are made up entirely of passenger equipment just out of the shops, including the parlor cars.

Joseph D. Harris, who in 1860 was a journeyman machinist in the Pittsburg, Fort Wayne & Chicago shops at Fort Wayne, will to-morrow become assistant superintendent of motive power in the shops at that point.

Charles Briggs, who for many years was a passenger conductor on the Indianapolis & Vincennes, is in the city visiting friends. Mr. Briggs was conductor of the train which passed over the I. & V. on the inspection preceding its acceptance.

William Peddle, superintendent of maintenance of way of the Southern Railroad, will spend Thanksgiving with relatives in Terre Haute. Mr. Peddle is a son of the late Charles R. Peddle, who was for many years master mechanic of the Vandalia lines.

President Burt, president of the Union Pacific; President Truesdale, of the Lackawanna, and William H. Peddle, superintendnt of maintenance of way of the entire Southern Railway system, were all in the same class at the High School of Terre Haute.

M. E. Ingalls, president of the Big Four lines, who is interested in the work of the railroad branches of the Young Men's Christian Association, has approved a plan to establish a branch at Peoria, and officials of other lines express a willingness to aid the project.

With the retirement of C. E. Hackedorn as general solicitor of the Lake Erie & Western, the Journal is informed officially that the position will be abolished and the duties of the general solicitor will devolve on John B. Cockrum, present general attorney.

When the present depot on the Lake Erie & Western at Bluffton was built, in 1867, the town had but one thousand inhabitants; it now has over six thousand and has become one of the L. E. & W.'s best local stations in revenue, so many industries have been started there.

Judge Field, general attorney of the Monon, was in the city yesterday. In commenting on the advance in the stock of the road he said it made no difference who was manipulating it; the Morgan syndicate, without question, held the controlling stock, and the deals had no special significance.

To-morrow the Chesapeake & Ohio will abandon the tonnage system of handling freight in use on the road some years, and adopt the per diem scale of compensation. The Panhandle still pays on the tonnage system, and conversation with the platform men shows that they prefer it to the per diem method.

It is stated that on no division of the Big Four system has there of late months been shown so remarkable an increase in passenger earnings as on the west end of the Peoria & Eastern. The revenues at the present time are fully 40 per cent. in excess of those of corresponding months in some years past.

The Cincinnati, Hamilton & Dayton will to-day commence moving from the old Beeline freight depots, which they have occupied since their own depot was burned, to their new freight depot, on South New Jersey street, which is a very handsome building for the purpose intended, and commodious and convenient.

It is announced at Terre Haute that the general offices of John R. Walsh's Southern Indiana Railroad, except the treasurer's, auditor's and paymaster's, will be removed to Terre Haute from Bedford when the extension shall have been completed.

The time schedule of the Chicago & Northwestern, which took effect on Sunday, cuts the running time of its Colorado special, Chicago to Denver, to twenty-eight hours and twenty-five minutes. The train leaves Chicago at 10 a. m. and reaches Denver at 2:30 p. m. the next day. Coming eastward the train leaves Denver at 3 p. m. and arrives at Chicago next evening at 8:15.

E. A. Kirkland, of Lima, will succeed Frederic E. Sawyer, of the Pennsylvania, as agent at Fort Wayne. The latter will succeed Col. Oran Perry as agent at this point on Jan. 1. It is stated that since Mr. Sawyer was appointed agent of the Pennsylvania lines at Fort Wayne the business of the company has increased handsomely, he frequently visiting the shippers and being very popular with them.

The time of the special train East over the Panhandle on Monday afternoon, which carried Vice President Brooks and party, is said to be the fastest on record between Indianapolis and Columbus, O. The run from Indianapolis to Richmond, sixty-eight miles, was covered in seventy-two minutes, and between some stations the speed record showed sixty-five to sixty-eight miles an hour. There were four cars in the train.

Under the new train schedule of the Vandalia Train 14 makes no stops between Effingham and Terre Haute, neither does limited Train 5, and Train 20 will not stop between Effingham and Terre Haute, except at Marshall. Train 21 west bound will stop at Casey and Marshall, and Train 11 will stop at Marshall, Greenup and Casey, and on signal at Martinsville. The local train will be able to take care of the local travel as now scheduled between Indianapolis and St. Louis.

THE GAS CASE DECISION

WRIT OF MANDATE ASKED BY THE PLAINTIFF IS DENIED.

Judge Carter's Decision Will Act as a Temporary Stay to Proceedings—A Partnership Suit.

Judge Carter, of the Superior Court, yesterday gave his decision in the suit of the State ex rel. Ann E. Wood against the Consumers' Gas Trust Company, denying the writ of mandate asked for by the plaintiff. The suit was brought to compel the gas company to connect a house which Mrs. Wood built on Bellefontaine street with the company's mains. The contention of the company was that it had not sufficient gas to supply any more consumers. In discussing the different propositions presented the court said:

"Natural gas is a commodity just as much as coal, petroleum or ore. Until it is withdrawn it belongs to the owner of the land underneath which it lies, but the instant it is withdrawn through the wells into the company's pipes it belongs to the company, and is the subject of sale just the same as is coal or coal oil; except in the case of the gas, because it must be transported through pipes laid in the streets, the company has no choice as to the persons to whom it will sell; it must supply all comers so long as it has any to sell. There are always two ways in which gas is sold and delivered. One is by measurement, at so much per thousand cubic feet; the other is at a certain price per stove, grate or furnace supplied. When the question is stripped of its covering and laid bare, it is found to be in a very narrow compass. The situation is this: The defendant is a corporation engaged in transporting and selling natural gas; its supply is limited. Suppose it to be 100,000,000 cubic feet per day. The company, in accordance with law, has received all applicants and made contracts with them until it has found that to supply its then customers it would take over 100,000,000 cubic feet per day. Under such circumstances how much gas has such company to sell to new customers?

"Every foot that it can transport to this city has been sold and paid for in advance. What right, then, has the company to sell this same gas to other applicants and receive pay for it again? If the company is compelled to keep on taking new consumers after its capacity has been exhausted, then, under the system in vogue, it is easily possible for a natural gas company to sell and receive pay in advance at full price double the quantity of gas it is possible for it to transport and supply to its customers, and the service would be insufficient and unsatisfactory to all. Shall the courts be put in the attitude of not merely permitting or enabling but actually compelling the company, by way of mandamus, to do this thing? Under the facts stated in the return I think an inability on the defendant's part to perform the acts sought to be compelled is fully shown, and for the purpose of the demurrer these facts are admitted to be true. If not true, then the falsity can be shown on the final hearing.

"Whether or not some more favorable result could be worked out for new consumers under the relations which would obtain between the company and its patrons, under some other method of selling the gas, is a question upon which I express no opinion, as that question is not involved in the propositions submitted to me."

As a result of the court's finding it is expected the case will go to trial on its merits, when the company will have a chance to prove its inability to furnish gas.

NEITHER PRESENT IN COURT.

Judge Leathers Grants a Divorce to Mrs. Ursula Skaggs.

Judge Leathers, of the Superior Court, yesterday granted a divorce in a case in which neither husband nor wife was present in court. Mrs. Ursula Skaggs was plaintiff, and she was suing on the grounds of cruel treatment and neglect. Her husband had filed a cross-complaint in which he denied the allegations of her complaint and charged that he frequently had to do his own cooking, and that his wife compelled him to contribute to the support of too many of her relatives. He further charged that she refused to do the family washing.

Once before the case was set down for trial, but Mrs. Skaggs dismissed it on the promise of her husband to treat her kindly. It seems that they made an attempt at reconciliation, but did not entirely succeed. The couple have one child, a little girl.

Attorney George W. Spahr represented the plaintiff, and when the case was called yesterday explained why his client was not present. He said she was ill and unable to come to the court room. He handed the court a note which his client had written, announcing her illness and asking the court to proceed with the case. Attorney Spahr also urged that the case be tried, and that Mrs. Skaggs be granted a divorce. The attorney said the woman was about to undergo a severe surgical operation and realizing its serious nature and fearing that she would be unable to survive it, she was anxious that the court should try the case and grant the divorce, for the sake of her child. The attorney said his client owned a small piece of property in the city, and it was her desire that her child should come in possession of this property. She realized the importance of procuring a divorce at once. Should she die as the wife of her present husband the latter would be entitled to a share in her property. Judge Leathers heard testimony in the case and granted Mrs. Skaggs the divorce.

DAMAGE SUITS DISMISSED.

One Was the Case of Rose Bently Against Street-Railway Company.

The damage suit of Rose Bently against the street-railway company, brought some time ago in Room 2, Superior Court, was yesterday dismissed. Mrs. Bently, who lives at No. 2304 Gale street, met with an accident at the corner of Illinois and Washington streets. She claimed that in attempting to get off a car it started forward and she was thrown to the pavement. She further claimed that officials of the street-railway company accused her of being drunk. She demanded damages in the sum of $3,000. The dismissal of the suit is the result of a settlement reached by Mrs. Bently's attorney and the street-railway company.

Another suit against the street-railway company was dismissed in the Circuit Court. The plaintiff was George E. Duncan, an employe of the Bird Transfer Company. The case went to trial yesterday morning and before the day was over Judge Allen announced he would instruct the jury to find for the defendant. Duncan's attorney then dismissed the case.

PARTNERSHIP EARNINGS.

William B. Paul Sues Ex-Judge John F. McCray for $300.

William B. Paul, the junior member of the law firm of Paul & Paul, yesterday began an action against John F. McCray, former judge of the Criminal Court, for the recovery of a sum of money alleged to be due as partnership earnings. Last June Paul and McCray formed a partnership for the practice of law. According to the plaintiff's complaint, the partnership was to date from July 1. Paul avers that after all expenses were paid he was to have one-fourth of the proceeds earned by the firm. He says that in September McCray declined to continue the partnership and it was then dissolved by mutual agreement. It is averred that McCray has collected $1,200, of which amount $300 belongs to the plaintiff. He charges that McCray has refused to pay him his share and he asks that judgment be awarded for this amount.

CUMBERLAND SALOONS.

As the Result of a Crusade Daniel Jenkins Is Punished.

As a result of a crusade against saloons in the village of Cumberland, this county, Daniel Jenkins was yesterday fined $10 and costs in the Criminal Court, and was sentenced to two days in jail. Jenkins has been employed as a bartender in the saloon of John Little, at Cumberland. He was convicted of the charge of selling liquor on Sunday. The charge of selling without a license was also made, but this charge was not disposed of. It was shown that the liquor sold by Jenkins on Sunday was sold in a room in the rear of his barroom. Jenkins's employer has a license to sell in the one bar room, and when liquor is sold from any other room, a charge of selling without a license may be brought against the offender. The citizens of Cumberland came before the grand jury and caused Jenkins to be indicted.

A CRIPPLE FOR LIFE.

William Schultz Sues for Damages Sustained by an Explosion in 1893.

A suit growing out of a gas explosion in the cellar of Jones's grocery store on North street, near the Propylaeum, in September, 1893, was brought yesterday by William Schultz, who was employed in the store at the time. Schultz was then fifteen years of age. He charges that he was made a cripple for life by the explosion and demands judgment for $25,000 against the Consumers' Gas Trust Company.

Shoplifters Are Sentenced.

In Police Court yesterday morning Maud Weberm, 403 West McCarty street, and Hattie Romans, 809 Camp street, who were arrested Tuesday and charged with shoplifting, pleaded guilty to petit larceny and were each fined $20 and costs and sent to the workhouse for sixty days. The merchandise found on Miss Weber was indetified yesterday as coming from Paul H. Krauss, Brosnan Bros. and H. S. Tucker, on Washington street, and Mrs. Griffin's, 343 Virginia avenue.

A Verdict for $5,000.

Charlotte O'Shea, administratrix of the estate of John O'Shea, was yesterday awarded damages in the sum of $5,000 against the street-car sompany. Her husband was struck by a car on April 18, 1897, and his injuries caused his death. Mrs. O'Shea sued for $10,000. The case was tried by jury in Room 2, Superior Court.

THE COURT RECORD.

APPELLATE COURT.

2954. Rinehart vs. State ex rel. Keith. Madison S. C. Affirmed. Wiley, C. J.—1. This court will not weigh the evidence to establish the preponderance. 2. To secure a new trial upon the ground of newly discovered evidence, such newly discovered evidence must not be merely cumulative, and due diligence must be shown why the evidence was not sooner discovered; and the affidavit showing newly discovered evidence must show some affirmative act on the part of the party looking toward the discovery of such evidence. 3. Reasonable diligence and watchful vigilance is required on the part of litigants in the preparation for the trial of their cause, and courts will not grant them relief on account of their own laches. 4. It is not reversible error to refuse an instruction when the substance of it has been given in another instruction.

2916. L. E. & W. Railway Company vs. Mikesell. Montgomery C. C. Reversed. Robinson, J.—1. In pleading, facts must be stated by direct averment and not given by way of recital. 2. Facts cannot be gathered by mere conjecture from an ambiguous or doubtful pleading. 3. The fact that a certain omitted duty constitutes negligence per se does not dispense with the requirement imposed upon the complaining party to show that this imputed negligence was a proximate cause of the injury sued for.

3183. State vs. Robertson. Lawrence C. C. Affirmed. Wiley, C. J.—1. Section 2105 Horner's R. S., 1897, does not hold county commissioners criminally liable for allowing claims against the county.

2933. City of Bedford vs. Woody. Lawrence C. C. Reversed. Black, J.—1. Where a physician's bill is an element of the damages sustained and for which recovery is asked, the plaintiff can only recover therefor upon evidence of the reasonable value o the physician's services.

2910. Equitable National Bank vs. First National Bank. De Kalb C. C. Affirmed. Henley, J.—Where the only assignment of error is that the judgment is not sustained by the evidence, and when, upon examination of the evidence, it appears that the conclusion of the trial court was right the judgment will not be reversed.

2938. Whitman Co. vs. Hornbrook. Vanderburg S. C. Reversed. Wiley, C. J.—1. Where a person undertakes to sell an article for another and the latter is to approve the sale before it is consummated, such approval must be given to render such person liable to the former for his compensation in making the sale. 2. Where a subcontractor undertakes to sell a certain article, subject to the approval of the principal, such approval must be given to render the principal liable on the contract.

2863. Bradley Co. vs. Whicker. Tipton C. C. Reversed. Robinson, J.—1. This court will not presume that the clerk of the trial court certified to something which was untrue. 2. A note payable in bank is negotiable as an inland bill of exchange. 3. In an action on a negotiable note the indorsee, who is plaintiff, is burdened with showing that he is a bona fide holder. 4. Where there is no evidence to establish a material fact upon which judgment of the trial court must be based the judgment will be reversed. 5. There must be some evidence in the record to call forth instructions on a certain point.

2935. C., C., C. & St. L. Railroad Company vs. Shrum. Montgomery C. C. Reversed. Comstock, J.—One rendering services for another in which the interests of the public are not involved may, when the benefit of such service is enjoyed, recover the reasonable value for such services from the person who receives the benefit, although such services are rendered without the knowledge of the beneficiary, but there must exist a necessity for the rendition of the services without entering into a contract, or there must exist such circumstances as imply an obligation to pay therefor.

2911. Hernly vs. Brannum. Madison S. C. Reversed. Comstock, J.—1. Sureties and guarantors have the right to stand upon the strict terms of their obligations, but there should be no forced construction either to release or to hold them. 2. The intention of the parties to a written agreement is to be ascertained from the instrument read in the light of the surrounding circumstances.

2837. B. & O. S. W. Railway Company vs. Musgrave. Gibson C. C. Reversed. Henley, J.—The law assumes that a traveler approaching a railway crossing actually saw what he could have seen by looking attentively, and heard what he could have heard if he had listened attentively.

2767. Bray vs. Miles. Hendricks C. C. Petition for rehearing overruled per curiam. When this court is convinced that the decision of the cause was correctly made a rehearing will not be granted.

2941. West vs. Graff. Gibson C. C. Reversed. Black, J.—1. A statement of facts agreed on by the parties to an action is to be treated as the evidence introduced upon the trial. 2. To maintain replevin the defendant must have been in possession of the property at the commencement of the action. 3. Fraud is a question of fact, and cannot be properly inferred from the mere doing of what one has a legal right to do. 4. An assignment for the benefit of creditors which names the particular creditors for whose benefit it is made is not a general assignment, but is special as to the persons named.

2939. Week vs. Widgeon. Wells C. C. Affirmed. Black, J.—The evidence must be in the record by a proper bill of exceptions to determine whether a judgment on account is too large. 2. In presenting error in giving or refusing instructions the latter must appear in the record properly. 3. In order that instructions may be made a part of the record without a bill of exceptions the record must affirmatively show that they were filed.

2833. Burket vs. Miller. Howard S. C. Affirmed. Henley, J.—It is not reversible error for the court to sustain demurrers to special answers when all the evidence can be introduced under the general denial which is also pleaded. 2. Between landlord and tenant growing crops are personal property. 3. Where injunction proceedings are discontinued by the plaintiff he is liable to defendant on the indemnifying bond.

2900. Scherer vs. Scherer. Ohio C. C. Reversed. Comstock, J.—1. The law favors marriage and does not sanction contracts intended to affect its dissolution. 2. In an action by a wife against the husband upon a contract for support wherein the contract says that they are living apart "by reason of the abandonment one of the other," it fails to show that the wife left her husband for reasons justified by law, and such contract is without consideration. 3. A wife must have justifiable reasons for leaving her husband to maintain an action against him for support.

2918. Borman vs. Brewing Company. Marion C. C. Affirmed. Robinson, J.—1. An action will not lie against the plaintiff on a bond given in a capias ad respondendum proceedings where the plaintiff did not sign the bond.

3126. Fleshman vs. Trull. Harrison C. C. Motion to withdraw papers sustained.

3246. L. E. & W. Railway Company vs. Mount. Henry C. C. Dismissed.

3288. Ellison vs. Trustees. Lagrange C. C. Dismissed.

2960. Moore vs. Moore. Boone C. C. Transferred to Supreme Court.

2971. Githens vs. McDonald. Marion S. C. Certiorari granted.

3045. Doddridge vs. Doddridge. Wayne C. C. Advanced.

SUPERIOR COURT.

Room 1—John L. McMaster, Judge.

Bartholomew D. Brooks vs. Edgar Stuck; mechanic's lien; on trial by court.

Room 2—James M. Leathers, Judge.

Charlotte V. O'Shea vs. Citizens' Street-railroad Company; damages. Jury returned verdict in favor of plaintiff and assessed her damages at $5,000.

E. E. Getter vs. Citizens' Street-railroad Company; damages. On trial by jury.

Room 3—Vinson Carter, Judge.

Barnhart Brothers & Spindler vs. James S. Guthrie; note. Finding and judgment against defendant for $79.71 and costs.

John White vs. Allen Banks; appeal. Dismissed for want of prosecution. Judgment against plaintiff for costs.

David L. Whittier vs. William H. Hobbs; note. Finding and judgment against defendant for $101.81 and costs.

CIRCUIT COURT.

Henry Clay Allen, Judge.

George E. Duncan vs. The Indianapolis Street-railway Company; damages. Submitted to jury. Evidence heard in part. Plaintiff dismisses cause.

NEW SUITS FILED.

Marion Bond Company, trustee, vs. Horace H. Cramer et al.; improvement lien. Superior Court, Room 2.

William B. Paul vs. Frank McCray; suit for partnership settlement. Circuit Court.

Cora E. Speakmaster et al. vs. James Cox et al.; partition. Circuit court.

William Schultz vs. Consumers' Gas Trust Company; damages. Superior Court, Room 1.

Robert Picken et al. vs. John P. Todd et al.; partition. Circuit Court.

Edward Washington vs. Estella Washington; divorce. Superior Court, Room 1.

NEW ASSOCIATIONS.

A New Factory to Be Established in Indianapolis.

Articles of association were filed yesterday by the First Holland Christian Church, of North Township, Lake county. The trustees are Peter Schoon, Jacob Prince and Peter Moienaar.

The Montpelier Building Company, of Montpelier, was incorporated with a capital stock of $20,000. The directors are to be selected from the stockholders of the corporation.

The Orestes Lodge, No. 47, Knights of Pythias, was incorporated yesterday. The directors are Dan R. Young, James J. Riddle and James Reid.

The Indiana Wire and Brass Company, of Indianapolis, was incorporated with a capital stock of $5,000. The directors are Frank B. Hart, Lewis C. Walter and Clyde R. Carmack. It is the intention of the corporation to establish a factory in this city for the purpose of the manufacture and sale of wire and brass goods. It will also make light hardware and surgical instruments. If it is deemed advisable by the board of directors there will be branch offices established in different parts of the State.

VITAL STATISTICS—NOV. 29.

Births.

Millie and Thomas J. Taylor, 577 West Vermont street; boy.

Anna and John O. Donnell, 2211 Cornell avenue; boy.

Anna and David Shearer, 511 East Merrill street; boy.

Rose and Edward Lange, 328 North Temple avenue; girl.

Mary and George Kornbroke, Center township; girl.

Flora and George Ray, 826 Harlan street; boy.

Mary and Frank McCord, 1124 Roache street; boy.

Hettie and Bruce Swan, 1307 West Thirteenth street; boy.

Bonnie and James Miller, 1214 Pleasant street; girl.

Deaths.

Clara R. Spence, forty-two, 1213 East Tenth street; chronic catarrh.

Cain Jordan, seven months, 324 North California street; meningitis.

Harry A. Ege, seven, 223 Harvey street; typhoid fever.

Philamenia R. Lindeman, twenty-nine, 931 South Missouri street; exhaustion.

Mary Smith, twenty-nine, 322 Bird street; pistol shot.

Elizabeth Davis, forty-nine, 935 Rhode Island street; consumption.

Robert Chism, ninety-six, 628 West North street; carcinoma.

Ada Gaul Cornell, twenty-nine, 1041 East Michigan street; phthisis.

William Kern, forty-three, 1327 Linden street; congestion of brain.

Mary Jane Doran, seventy-one 422 Fortieth street; pneumonia.

Louisa Kattenhorn, sixty-two, 207 East Eleventh street; neurasthemia.

Marriage Licenses.

Charles W. Johnson and Jewell S. Estes.
Elmer E. McConnell and Stella P. Hanna.
William Wakefield and Addie Elliott.
John Stout and Ada Holder.
Charles J. Kelley and Mary M. Weeks.
Francis Tobin and Florence Vetter.
Edison Rock and Doille M. Carter.
Edward E. Vanhorn and Fanny B. Daupert.
H. W. Stumpf and Emma G. Jenkins.
Wilbur B. Dean and Anna B. Stephens.
Edward Kaehl and Sophia Walz.
William P. Mathews and Hattie D. Melon.
Henry D. Wheatley and Stella A. Hensley.
Frank M. Hurtz and Lena Ezelgroth.
Pat Lyons and Maggie Wagner.
John A. J. Mondary and Anna O. Sigamond.
Orion B. Ent and C. Demo Henry.
Frank E. Marshall and Jessie Walden.
Jordan Briston and Georgia Wallace.
William P. Gerlach and Emma E. Henry.
Joseph F. Lowry and Celia V. Durham.
James A. Duckworth and Glemia M. Gray.
James W. Russell and Carrie Ruberg.
Okey J. Rice and Hattie M. Morgan.
Frank L. Seaner and Mabel Davis.
Al Fred Light and Rosa May Sharp.
Clem Holt and Lulu Cousins.
Henry Booteman and Lizzie Osburne.
Enoch W. Mitchell and Sadie Newby.
James W. Dowell and May Rose Mason.
James Shanks and Anna Catherine Plummer.
Albert F. Zearing and Marcia May Steed.
Almon F. Denny and Laura M. Miller.
George F. Moody and Emma P. Pine.
William Dickinson and Anna Brown.
Fred R. Willis and Mary Ethel Townley.
Enis R. Miller and Laura E. Magee.
George E. Fetsch and Flora A. McBrum Koch.
Albert Weitzel and Matilda Greenberg.
Irvin Banks and Iva May Gulles.
Paul Shalton and Laura Philipps.
William Cressler and Nellie Thomas.

"GARLAND" STOVES AND RANGES are the strongest heaters and quickest bakers.

ANNUAL STATEMENT.

Annual statement showing receipts and disbursements of the State Treasury for the fiscal year ending Oct. 31, 1899:

Balance in treasury Nov. 1, 1898	$550,775.75	
Receipts from all sources	7,121,149.31	
Total		$7,671,925.06
Disbursements for all purposes	$6,976,589.41	
Balance in treasury Oct. 31, 1899	695,335.65	
		$7,671,925.06

Various Funds in Detail.

GENERAL FUND.

Balance in the fund Nov. 1, 1898		$440,600.46
RECEIPTS.		
From current State tax	$1,239,670.98	
Delinquent State tax	53,662.23	
Transfer from Benevolent Institution Fund	655,109.28	
Transfer from State Debt Sinking Fund	176,766.74	
Advance payments by counties	644,887.94	
Insurance fees and taxes	224,879.55	
Indiana Prison, earnings	47,231.83	
Indiana Reformatory, earnings	10,679.03	
United States government appropriation for Purdue University	25,000.00	
Docket fees, Circuit Court	14,007.38	
Supreme Court fees	3,922.20	
Appellate Court fees	3,768.70	
State Board Medical Examination and Registration	1,994.68	
Central Insane Hospital, earnings	1,457.31	
Central Insane, miscellaneous earnings	1,793.66	
Central Insane Hospital, receip