JOURNAL'S BUSINESS DIRECTORY.

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

DYEING—
BRILL & CO., fancy dyers and cleaners; silk curtains, any color, cleaned and finished equal to new; also ladies' light cloth jackets a specialty. 228 Massachusetts avenue and 155 North Illinois street.

FLORISTS—
BERTERMANN FLORAL COMPANY. New No. 241 Mass ave., 226 N. Del. st. Tel. 840.

LAUNDRIES—
UNION CO-OPERATIVE LAUNDRY. Work called for. 138-144 Virg. ave. 'Phone 1269.

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

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V. H. LOCKWOOD, 415-418 Lemcke building.

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

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WILLIAM WEIGEL, 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.

FLANNER & 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, 223 N. Delaware St. Residence Phone, New 1749. No branch office on N. Illinois street.

DIED.

GEIGER—George W. died at his residence, 216 East Pratt street, Thursday afternoon, Feb. 22. Funeral services Monday, Feb. 26, at 10:30 o'clock from residence. Burial private.

ELLIOTT—Clara Irene Elliott, daughter of Mr. and Mrs. J. L. Elliott, Thursday, Feb. 22, aged sixteen years. Funeral from residence, 139 McLean place, Sunday at 2 p. m. Private.

FUNERAL NOTICE.

MOUNT—Mrs. Deborah Mount, wife of A. S. Mount, Feb. 21, at the residence, 1104 North Alabama street, aged seventy-seven years. Funeral to-day at 2:30 p. m. Burial private.

CHURCH NOTICES.

Baptist.

FIRST BAPTIST CHURCH—Northeast corner New York and Pennsylvania streets. The Rev. Thomas J. Villers, pastor. Bible school, 9:30 a. m. Preaching by the pastor, 10:45 a. m. Topic, "God's Call to the Fellowship of His Son." Song service at 7:30. Quartet and chorus. A. P. Preston, organist and director. Pastor's topic, "God's Jewels." Baptism at evening service. B. Y. P. U., 6:30 p. m. Midweek prayer service Thursday evening. The public is invited to all of our services.

Episcopal.

CHRIST CHURCH—A. J. Graham, rector. Holy communion at 9:30. Services at 10:30 a. m. and 4:30 p. m. Sunday school at 2:45. Service at St. George's at 7:30.

ST. PAUL'S EPISCOPAL CHURCH—New York and Illinois streets. Rev. Lewis Brown, B. D., rector. Holy communion, 7:30 a. m., in chapel. Sunday school, 9:30 a. m. Morning prayer and sermon, 10:45, in church. Evening prayer, 4:30.

Methodist.

ROBERTS PARK M. E. CHURCH—Corner Vermont and Delaware streets. Preaching by the pastor, Dr. C. E. Bacon, at 11 a. m. and 7:30 p. m. Morning subject, "Ideals: Divine and Human." Special music in the evening. Classes, 9 a. m. Sunday school, 10 a. m. Epworth League, 6:30 p. m. Midweek meeting Thursday at 7:45 p. m.

CENTRAL-AVENUE METHODIST EPISCOPAL CHURCH—Corner Central avenue and Twelfth street. Sermons at 10:30 a. m. and 7:30 p. m. by the pastor, Rev. Charles C. Lasby, D. D. Sunday school at 2:30 p. m. Epworth League at 6:30 p. m. All are cordially invited.

MERIDIAN-STREET METHODIST EPISCOPAL CHURCH—The pastor, Rev. William A. Qualye, will preach at 10:40 a. m. and 7:30 p. m. Sunday school at 9:30 a. m.

Presbyterian.

FIRST PRESBYTERIAN CHURCH—Southwest corner Pennsylvania and New York streets. The Rev. M. L. Haines, D. D., pastor. The Rev. E. Trumbull Lee, D. D., pastor of the Second Presbyterian Church at Cincinnati, O., will preach to-morrow at 10:45 a. m. and at 7:30 p. m. Sunday school meets at 9:30 a. m. Society Christian Endeavor at 6:30 p. m. Midweek prayer and conference meeting on Thursday evening at 7.30 o'clock. All are cordially invited.

SECOND PRESBYTERIAN CHURCH—Corner Vermont and Pennsylvania streets. Rev. Joseph A. Milburn, D. D., pastor. Preaching at 11 a. m. and 7:30 p. m. by the pastor. Sunday school, 9:45 a. m. Mrs. Milburn's normal class of Bible study, Thursday evening, 7 to 7:45. Prayer meeting Thursday evening at 7:45. Dr. De Mott's Bible class for the deaf, 9:30 a. m. Mayer Chapel—Corner of West and Catherine streets—Rev. Clifford McBride, assistant pastor. Sunday school at 2:30 p. m. Preaching at 7:30 p. m. Prayer meeting Wednesday evening at 7:30.

TABERNACLE CHURCH—Corner Meridian and Eleventh streets. Rev. J. Cumming Smith, D. D., pastor. Preaching by the pastor at 10:45 a. m. and 7:45 p. m. Morning theme, "The Last Incarnation." Evening, "The Glory That Excelleth." Sunday school, 9:30 a. m. Y. P. S. C. E., 6:45 p. m. Preaching in West Washington-street Chapel by the Rev. H. L. Dickerson at 7:30 p. m. The annual pledge meeting of the Women's Missionary Society will be held on Tuesday afternoon at 2:30 o'clock in the church parlors. An address will be given by the pastor.

Temperance League.

TEMPERANCE LEAGUE—Murphy Gospel Temperance League. Shover's Hall, 321 East Market street. Meeting every Sunday at 3 p. m. Rev. Wm. A. Quayle will address the meeting to-morrow afternoon and music will be furnished by the Epworth Leagues of the city. Everybody welcome.

CLAIRVOYANT.

CLAIRVOYANT—Madame May, clairvoyant and astrologer. Sittings every day and Sundays. Call northwest corner of Davidson and Michigan streets. East Michigan cars pass door.

FINANCIAL.

LOANS—Money on mortgages. C. F. SAYLES, 135 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.

FINANCIAL—We will make loans of $1,000 and above on centrally located Indianapolis property at 4½ to 4¾ per cent., interest payable annually, with privilege of making partial payments upon principal, etc. HOWARD M. ATKINSON, Wabash, Ind.

FOR SALE.

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

FOR SALE—For spot cash a well-selected stock of boots and shoes. Best stand in town. Address H. WIENER, Leipsic, O.

FOR SALE—Just arrived 4 carloads of horses; will be on sale and on exhibition; 7 pairs match horses, 4 pacers, 4 trotters, 5 coach horses, 2 saddle horses, 3 family horses, 10 work horses; balance all general purpose horses. Del Monte stables, CLANCY & DOGETT, 240 Hudson street, rear 223 North Delaware street.

REAL ESTATE.

REAL ESTATE—Excellent cottage, 6 rooms and a bath, on Capitol avenue, near Thirty-second street, for $2,300 cash. L. T. LEWIS, 201 Law Building.

STORAGE.

STORAGE—INDP'LS WAREHOUSE CO. W. E. Kurtz, Pres. H. A. Crossland, Mgr. (New) 517-523 S. Penn. 'Phone 1343. We STORE, PACK AND HAUL.

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

WANTED—MALE HELP.

WANTED—Men to learn barber trade. We can teach you more in two months than you can learn in shops in two years. We furnish constant practice, expert instructions, lecture books, graduating department, grant diplomas, donate complete outfit of tools and allow any one to earn scholarship and wages Saturdays if they desire. Prepare now for busy season this spring. Catalogue, with special offer, mailed free. MOLER BARBER COLLEGE, Chicago, Ill.

WANTED—FEMALE HELP.

WANTED—A nurse superintendent wanted. The trustees of the Indiana State Soldiers' Home desire to employ a nurse superintendent for that institution. None but women graduates from training schools who have had experience as trained nurses need apply. Applicants should call on James R. Carnahan, president of the Board of Trustees of the Indiana State Soldiers' Home, Room 54, Fitzgerald building, Indianapolis, Ind.

WANTED—MISCELLANEOUS.

WANTED—Profitable employment for men and women. New book in demand everywhere; one trial will prove its value as a money earner. Write at once for particulars. A. H. SICKLER & Co., No. 503 Ludlow st., Philadelphia, Pa.

PENNSYLVANIA PENSIONS

PLAN TO EXTEND THEM TO WESTERN LINES IN THE NEAR FUTURE.

Small Grain Shippers Asking Protection Through Board of Trade—General and Personal Notes.

The Pennsylvania Railroad pension department, created for the purpose of administering the several pension departments of the various companies directly operated or affiliated with the Pennsylvania Railroad Company east of Pittsburg and Erie, which went into operation Jan. 1, is now a fully equipped department of the service, and the question of extending this department over the Panhandle and the Pittsburg, Fort Wayne & Chicago is under consideration. If adopted it would affect some three hundred men who are veterans in the service on these two Western systems. During the month of January the board of officers of the pension department acted on the cases of 988 employes who were relieved from service on Jan. 1, and fixed the monthly pension allowance to be paid to each, the aggregate of which amounts to over $200,000 per annum. The employes relieved represented all grades of service, there being eight officers, chief clerks and special agents, 183 laborers, 92 foremen, assistant foremen and other maintenance-of-way men, 228 watchmen, sweepers and shop helpers, 130 carpenters, painters and car builders, 100 agents, office clerks and station men, 98 blacksmiths and machinists, 91 enginemen and roundhouse men, and 73 trainmasters, conductors and train, yard and boatmen. Seven hundred and eighteen of the relieved employes were members of the Relief Fund, each of whom received, in addition to the pension allowance from the company, a superannuation allowance from the relief department, the aggregate of which amounts to over $27,000 per annum. The names of seven of the pensioners were dropped from the rolls during the month of January on account of death.

Large Benefit Disbursements.

The monthly bulletin of R. F. Smith, superintendent of the Pennsylvania Line Voluntary Relief Department west of Pittsburg, shows the disbursements in January to have been the largest since the department was organized. In death benefits $2,000 was paid on deaths from accidents and $13,500 on deaths from natural causes, there being a total of twenty-one deaths. In disabled benefits from accident $10,460.35 was paid; in sickness benefits, $10,079.60, making a grand total of $36,039.95. During the month 1,513 employes drew benefit, or their legal heirs in case of death. Since July 1, 1889, to Jan. 31, 1900, there have been 425 death benefits from accidents, on which $253,257.19 was paid; deaths from natural causes, 1,232, on which $755,674.45 was paid; in disablement benefits from accidents 47,521 drew benefits, amounting to $728,154.75; in disablement benefits on sickness 71,337 members drew $905,082.27. Since the association was formed 120,515 members, or, in case of death, their legitimate heirs, have drawn $2,642,168.66.

Lake Shore Earnings for 1899.

The official report shows the earnings of the Lake Shore for the year ending Dec. 31, 1899, as compared with 1898, to have been as follows:

	1899.	1898.
Gross earnings	$23,613,944	$20,753,682
Operating expenses	15,121,652	13,233,129
Net earnings	$8,492,292	$7,520,553
Other income	376,051	346,809
Total income	$8,868,343	$7,867,362
Fixed charges	3,791,083	3,844,138
Surplus	$5,057,260	$4,023,224

Personal, Local and General Notes.

The Canadian Pacific has raised the wages of the engineers and firemen who handle their large new mogul locomotives.

Wm. F. Bruner, formerly district passenger agent of the Pennsylvania lines at Indianapolis, accompanied by his wife, is stopping a few days in the city.

H. B. Alexander, general superintendent of the Railway Officials' and Employes' Association, to-day goes to New Orleans to Mardi Gras, combining business with the trip.

J. Q. Van Winkle, general superintendent of the Big Four lines, said yesterday that it has been decided not to put the new book of rules in force on those lines until May 1.

A special train on the Wabash recently covered the 272 miles from Chicago to Detroit at the rate of fifty-eight miles an hour, making the run in four hours and forty minutes.

A. F. Cleveland, general agent of the Chicago & Northwestern at Atlanta, was in the city yesterday on his initial trip; also W. B. Hutchinson, who represents the same lines at Cincinnati.

A recent change on the Pennsylvania lines is the transfer of D. B. Johnstone as engineer of maintenance of way from the Cincinnati & Muskingum Valley to the new Marietta division.

C. C. Riley, of the Baltimore & Ohio Southwestern, will read a paper at the annual meeting of the Central Association of Railway Officers at Louisville, next July, on "The Tonnage Rating of Engines."

The latest move on the Pittsburg, Fort Wayne & Chicago is the adoption of a rule which gives the passenger engineers regular engines and regular runs. Hitherto no engineer or fireman knew when he would get in or when he would go out.

James Henry, assistant to Traffic Manager J. H. McAdoo, of the American Window Glass Company, has been selected to take charge of the traffic department of the Pressed Steel Car Company. He will assume his position next Monday.

The office of assistant superintendent has been created for the western and lake divisions of the Pittsburg & Western. Superintendent H. O. Dunkle has announced the appointment of J. R. Lusk, superintendent of telegraph, for the new position.

The work of surveying the proposed Tiffin, Toledo & Sandusky Railroad began on Wednesday. It is proposed to survey the route according to two different roads—one via Old Fort and Fort Seneca to Fremont, and the other via Greensburg to Fremont.

A complete statement of the western classification committee shows a number of concessions to shippers. A most important item, so far as benefits to Indianapolis are concerned, is the item pertaining to mixed carloads of canned goods and glass goods.

T. J. Hoggins, superintendent of the Cleveland division of the Big Four, was in the city yesterday. He states that the office of division superintendent will not be removed to Galion, but the train dispatcher's force will be removed from Cleveland to that point.

For the second week of February the Pere Marquette earned $135,671, which, compared with the combined earnings of the Flint & Pere Marquette, the Chicago & West Michigan and the Detroit, Grand Rapids & Western in the same week last year of $103,695, shows and increase of $31,976.

On April 1 the Monongahela River Railroad will lose its identity and become a part of the Baltimore & Ohio system. The road is thirty-five miles in length and extends from Fairmount to Clarksburg, passing through a country rich in minerals and timber. It will be a very valuable acquisition to the Baltimore & Ohio.

The Iowa Central has just received four heavy freight locomotives of the ten-wheel pattern, manufactured by the Cooke locomotive works, Paterson, N. J., which will be put in service immediately. These powerful machines each weigh 108,000 pounds on drivers, are supplied with all latest improvements, sixty-two-inch driving wheels, 20x26-inch cylinders and sixty-inch boilers inside of shells. Beside these six Baldwin compound locomotives of almost similar dimensions will be delivered to this company by the middle of March.

The plans for the operation of the new four-track system on the river division of the Pittsburg, Fort Wayne & Chicago between Allegheny and Rochester call for many changes. This plan will enable the Fort Wayne and the Cleveland & Pittsburg, as well as the Erie & Pittsburg, to establish a very fast passenger service.

The twenty-sixth annual convention of the International Car Accountants' Association will be held at Hot Springs, Va., May 22, 23 and 24. Superintendents of Car Service Sift, of the Chesapeake & Ohio, and Cavanagh, of the Big Four, are members of the committee on arrangements. After the business meetings there will be an excursion to Natural Bridge and Luray Caverns.

A record has been established on the Mahoning division of the Erie Railroad to which the officials and employes point with pardonable pride. In round numbers there are nineteen hundred men employed on this division, all of whom are working steadily. With such a large force at work the chances of fatal accidents are many, and the greatest caution is necessary. During the period between June 1, 1899, and Feb. 15, 1900, not a man of this host of workmen was killed or even dangerously injured.

John S. Carpenter, chairman of the Chicago committee of "small" grain shippers—men whose operations are not backed by sufficient capital and prestige to allow of their doing business on the most pretentious scale—is making an effort to have the Board of Trade embody a section in its rules making it a punishable offense for any member of the board to transact any business in which violation of the interstate-commerce law is contemplated or involved. He, nor any of the committee, makes any prediction as to the probable action of the board of directors, but it is intimated that in case the board rejects the application the "small" shippers will fight with more determination.

THE ONEIDAS WIN TWO

APOLLOS WIN THE LAST GAME BY A NARROW MARGIN

The Games in the Independent League Won by the Meteors—Individual Scores.

The Oneidas and Apollos played three interesting games last night. The Oneidas had things their own way in the first two games, but in the last game the Apollo team rolled a good game, winning out by a margin of four pins. The other games in the league were also interesting. The individual scores were as follows:

ONEIDAS VS. APOLLOS.

—First Game.—

Oneidas—Hopkins, 173; Williams, 175; Zwicker, 165; Eyles, 190; Brown, 155. Total, 858.

Apollos—Hansing, 134; Gantner, 169; Moehlman, 161; Lang, 127; Hendrickson, 167. Total, 758.

—Second Game.—

Oneidas—Hopkins, 176; Williams, 167; Zwicker, 147; Eyles, 164; Brown, 212. Total, 866.

Apollos—Resener, 150; Gantner, 182; Moehlman, 192; Reimer, 154; Hendrickson, 146. Total, 824.

—Third Game.—

Oneidas—Hopkins, 176; Williams, 216; Zwicker, 124; Eyles, 151; Brown, 170. Total, 837.

Apollos—Resener, 175; Gantner, 141; Moehlman, 167; Reimer, 180; Hendrickson, 178. Total, 841.

NONPAREILS VS. CENTRALS.

—First Game.—

Nonpareils—Roemler, 157; Pollard, 162; Mansfield, 128; Hitz, 173; Elliott, 181. Total, 801.

Centrals—Baase, 170; C. Reimer, 136; Seaner, 133; Thatcher, 107; Stewart, 139. Total, 685.

—Second Game.—

Nonpareils—Roemler, 162; Pollard, 133; Weber 133; Hitz, 154; Elliott, 133. Total, 715.

Centrals—Baase, 146; Reimer, 186; Seaner, 141; Eichorn, 115; Stewart, 152. Total, 746.

—Third Game.—

Nonpareils—Roemler, 140; Pollard, 136; Mansfield, 155; Hitz, 155; Elliott, 156. Total, 742.

Centrals—Baase, 165; Reimer, 140; Seaner, 140; Kellemeyer, 116; Stewart, 161. Total, 722.

Independent League.

CITY VS. METEORS.

—First Game.—

City—Moore, 154; Painter, 123; Meyers, 118; Brennan, 136; Zearing, 139; Williams, 153; B. Perrott, 129; Bristow, 127; Merrick, 108; Urmston, 133. Total, 1,320.

Meteors—Borgerding, 121; Jackson, 143; White, 205; Horst, 136; Hampton, 194; Kassing, 147; Kopp, 118; Reinking, 134; Reyer, 130; Koelling, 159. Total, 1,497.

—Second Game.—

City—Moore 170; Painter, 147; Meyer, 175; Brennan, 115; Zearing, 147; Williams, 127; B. Perrott, 143; Bristow, 117; Merrick, 122; Urmston, 126. Total, 1,389.

Meteors—Borgerding, 188; Jackson, 117; White, 145; Horst, 116; Hampton, 169; Kassing, 128; Kopp, 130; Reinking, 133; Reger, 138; Koelling, 144. Total, 1,408.

STONE PALACE VS. ORIENTALS.

—First Game.—

Stone Palace—Graff, 159; Rassfield, 204; Wolsiffer, 180; Bryan, 118; Sachs, 172. Total, 833.

Oriental — Herman, 157; Nolting, 135; Heede, 145; Barthel, 116; Hoffman, 161. Total, 714.

—Second Game.—

Stone Palace—Graff, 148; Rassfield, 155; Wolsiffer, 175; Bryan, 176; Sachs, 128. Total, 782.

Oriental—Herman, 132; Nolting, 116; Heede, 144; Hoffman, 154; Mussman, 153. Total, 699.

—Third Game.—

Stone Palace—Graff, 171; Rassfield, 141; Wolsiffer, 154; Bryan, 143; Sachs, 139. Total, 748.

Oriental—Herman, 120; Heede, 148; Barthel, 79; Hoffman, 183; Mussman, 174. Total, 704.

NATURAL GAS CASE.

The Piping of the Fuel Out of the State Is Involved.

One of the most important cases that have come up before the Supreme Court in some time was filed on appeal in that court yesterday. The case involves the question as to whether natural gas may be piped out of the State. The suit was brought originally by several of the leading manufacturers of Grant and Madison counties against the Indiana Natural-gas and Oil Company. The complainants alleged in their petition that the company was pumping millions of feet of gas to Chicago, and as a consequence the Indiana manufacturers were being crippled. The gas company demurred to the petition of the complainants, and the demurrer was sustained by the lower court.

The Supreme Court yesterday evening handed down an entry advancing the case, and set Wednesday, March 28, as the date for the oral arguments.

Y. M. C. A. TEAM WINS.

The Indiana State Normal Defeated at Basket Ball.

In a warmly contested game of basket ball between the Indiana State Normal and the Indianapolis Y. M. C. A., played in the Y. M. C. A. gymnasium last night, the Y. M. C. A. won from its opponents by a score of 25 to 12. The line-up was as follows:

Normal.	Positions.	Y. M. C. A.
Hunt	Forward	Harden
Stone	Forward	Pritchard
Morris	Center	Pierson
Thomas	Guard	Hester
Wright	Guard	Purves

Points made by State Normal—Stone, 6; Morris, 6. By Y. M. C. A.—Harden, 9, seven of which were from the foul line; Pritchard, 4; Pierson, 4; Hester, 8. Score—Y. M. C. A., 25; State Normal, 12.

R. E. Springsteen & Co., popular-priced tailors, 9 North Pennsylvania street.

IS AGAINST DONNELLY

JUDGE GRUBBS, OF MORGAN COUNTY, OVERRULES A DEMURRER.

He Will Have to Refund Eight Thousand Dollars—High Court Decisions—Other Cases.

In the suit of the County Commissioners of Marion county against Maurice Donnelly, former county recorder, to recover fees alleged to be due the county, Judge Grubbs, of the Morgan Circuit Court, has overruled the demurrer of the defendant.

County Attorney Brown says this is a victory for the county, and practically means that Mr. Donnelly will have to pay over about $8,000, the amount of fees alleged to have been illegally collected by him while acting as recorder of the county. The county attorney says that Judge Grubbs's decision covers important points in the suit brought by the county against W. E. Shilling, which action is also to recover fees alleged to have been illegally retained. The Shilling suit is now pending in the Marion Circuit Court. One contention of the defendants is that the action, not having been brought within two years following the commission of the alleged offense, it is invalid.

HIGH COURT DECISIONS.

Building and Loan Case Is Appealed—Other Matters.

The case of Rhoda Stewart and others against the Marion Trust Company, receiver of the Washington Savings and Loan Association, was filed on appeal in the Supreme Court yesterday. The Marion Circuit Court decided that the holders of prepaid and paid-up stock in the association should be charged with all dividends paid to them at times when the association was not earning anything over its expenses, and also that the receiver was not to pay them any more dividends until all other stockholders have received as dividends the same per cent. of their stock as has been paid to them.

Samuel Romine, of Farmersburg, sued the Evansville & Terre Haute Railway Company for $3,000, alleging that his finger had been mashed on account of the negligence of the conductor of the train on which he was riding. The court below instructed the jury to return a verdict for the defendant, and the Appellate Court yesterday reversed the decision.

A judgment for $5,000 recovered by Mrs. Emma Klee on behalf of her son Frank against the Big Four Railway Company for injuries sustained was affirmed by the Supreme Court.

The Supreme Court affirmed the judgment sentencing John Duffy to the Reformatory at Jeffersonville for larceny.

A judgment for $5,000 recovered by the administrator of Robert Fowler's estate against the Terre Haute & Indianapolis Railroad for injuries received, which resulted in the death of Fowler, was affirmed by the Supreme Court.

The petition for rehearing in the case of Otto Cunningham against William W. Tuley was overruled by the Supreme Court.

"PIG BED" EXPLODED.

Harry C. Anderson Is Suing for Damages in Big Sum.

The damage suit of Harry C. Anderson against the T. B. Laycock Company is on trial in Room 3, Superior Court. The plaintiff is suing for $15,000 damages on account of injuries received while employed by the defendant concern. The plaintiff had occasion to pour some molten metal into an apparatus known as a "pig-bed," and an explosion occurred. Anderson avers that some other employe of the establishment negligently poured water into the "pig-bed," which caused it to explode. It is his theory that a boy employed by the company was guilty of this act of carelessness. It is claimed by the defense that Anderson himself was the guilty man. It is said that a short time before the explosion took place Anderson was seen sprinkling water about the "pig-bed." He received severe burns as a result of the explosion.

Three Divorce Complaints.

Edwin D. White is suing Ida B. White for divorce. The plaintiff is a brakeman, and claims that frequently when he came home he would find his wife absent and his house in an unkempt condition. Sometimes the woman would not come in until late at night, he says. He avers that when he sought to find out what detained her he was informed that it was none of his business. He also charges that the woman possessed a violent temper. He says she deserted him in July, 1898.

Abel Schussler brings suit for divorce from Anna S. Schussler, who, he says, called him names and threatened to kill him. He avers that the woman had him arrested on the charge of deserting her, and he was acquitted by the court.

Frank S. Melton is suing Belle Melton for divorce. The plaintiff avers that his wife is unreasonably jealous and is quarrelsome and accuses him wrongfully.

Tansel Claim Ruling.

Judge Allen, of the Circuit Court, has sustained the demurrer of the city to the mandamus suit brought to compel the city to apply $5,000 on a judgment of $7,000. Jasper O. Tansel is the plaintiff. He procured a $7,000 judgment against the city and tried to collect it. There is a fund of $5,000 set apart to pay judgments against the city and Tansel asked to have this amount applied on his claim.

Judge Allen holds that, since there is not a sufficient amount of money in this fund to pay the claim, the proper procedure would be to bring mandatory proceedings against the Council to compel this body to appropriate a sufficient amount of money to settle the judgment.

Demurrer to Fireman's Suit.

The city attorney has filed a demurrer in the Superior Court in the suit of James W. Taylor against the city, to recover money alleged to be due him. The debt accrued in 1898 while the Board of Public Safety was economizing on firemen's salaries by compelling them to take one day off each week without pay. Taylor claims this action on the part of the board was invalid and he demands that he be given a judgment for $75. With his demurrer the city attorney filed a memorandum contending that firemen were paid by the day only and that Taylor performed no work on the day that he failed to receive pay.

Probate Court Affairs.

The will of Catherine Rudy was probated yesterday. She left her property to her three children and nominated her sons, R. C. Rudy and Burton O. Rudy, to be executors of her estate.

The will of Eva Wagner was also probated. Those mentioned in the will are her children and the widow and children of her son, Charles Wagner. John Wagner was appointed executor of the estate and furnished a bond of $100.

THE COURT RECORD.

SUPREME COURT.

18740. Garard vs. Yeager. Madison S. C. Reversed. Monks, J.—1. Where parties capable of making a contract determine the consideration in a contract to make a bequest, in the absence of fraud or mistake, the contract cannot be avoided. 2. A person does not waive any right given by contract unless, with a full knowledge of all the material facts, he does or forbears the doing of something inconsistent with the right of his intention to rely upon it.

19163. Duffy vs. State of Indiana. Marion Crim. C. Affirmed. Jordan, J.—1. When the offense of larceny is involved and included in a charge of robbery, and there is a reasonable doubt as to the defendant's guilt of robbery, the jury may acquit him of that crime but not of the larceny, if he is guilty of that offense, and the jury may so find him guilty of larceny. 2. Robbery is larceny in an aggravated form, for the reason that the property is forcibly and feloniously taken from the person of the owner, or by putting him in fear.

18819. T. H. & I. R. R. Co. vs. Fowler. Montgomery C. C. Affirmed. Hadley, C. J.—1. The master's duty to the servant only extends to the particular work, or class of work, which the servant is employed to perform, and when the servant, without the command or acquiescence of the master, voluntarily undertakes hazardous work outside of his employment, he puts himself beyond the protection of the master's implied obligation, and if he is injured he is without remedy; but in the presence of an emergency, when an unusual situation presents itself, and the employe, having in view the general scope of his duty, voluntarily steps outside the strict bounds of his employment, he is justified if, under the circumstances of the case, common prudence fairly and reasonably called for the act. 2. A train conductor, who is the responsible agent for his train, has within the scope of his employment the right to use such care and caution as the nature and magnitude of his trust fairly demands. 3. Because a flood, which caused the misplacement of a bridge-trestle, was unusual and extraordinary, will not excuse a railroad company which erected it, if the character and history of the stream showed that such a flood might at any time be reasonably expected. 4. In constructing a trestle across a stream a railroad company is required to provide against such dangers as can be reasonably foreseen, and adopt such precautions as men of ordinary sagacity and caution might anticipate and look forward to.

18737. C., C., C. & St. L. Ry Co. vs Klee. Hancock C. C. Reversed. Baker, J.—1. The question of the negligence of a child nine years of age is to be determined as a fact in the case, and when the incapacity of such child to apprehend danger is alleged, his freedom from negligence contributing to the injury of which he complains need not be pleaded. 2. A child nine years old is not presumed to be non sui juris.

18707. Government, etc., Inst. vs. Denny. Jay C. C. Petition for rehearing overruled.

19091. Everett vs. Fouts. Tippecanoe C. C. Motion to dismiss postponed until final hearing.

19210. Cunningham vs. Tuley. Floyd C. C. Petition for rehearing overruled.

18855. United etc. Co. vs. Brock. Delaware C. C. Certiorari granted and issued.

APPELLATE COURT.

3017. Romine vs. E. & T. H. R. R. Co. Sullivan C. C. Reversed. Black, J.—1. It is within the power of the court to control a verdict by instruction to the jury only where there is a total absence of evidence upon some essential issue, or where there is no conflict and the evidence is susceptible of but one inference. 2. The question of negligence must be submitted to the jury where there is room for difference of opinion between reasonable men as to the inferences which might be fairly drawn from conceded facts. 3. Where the inferences to be drawn from the proof are not certain and uncontrovertible the question of negligence cannot be decided as a question of law. 4. A common carrier owes the passenger the duty of warning him against danger when it is at hand and of cautioning him against acts of imprudence which may endanger his person whenever the circumstances are such that the safety of the passenger seems to require it.

3037. Reid vs. Town of Sullivan. Sullivan C. C. Affirmed. Henley, J.—A memorandum of the date of presentation of a bill of exceptions, not within the bill itself, although signed by the judge, does not meet the requirements of Section 629, Revised Statutes, 1881, so as to make the signature in time.

2572. Traders' Insurance Co. vs Cassell. Henry C. C. Reversed. Robinson, J.—1. Where a person executes chattel mortgages upon a stock of goods insured against loss by fire, without the consent of the insurer as provided by the policy, the insurer is not liable for any loss which occurs without acquiescence upon proper notice. 2. The public record of a chattel mortgage upon insured property is not notice thereof to the insurer. 3. If the insurer, with knowledge of the facts constituting a forfeiture, continues to treat the insured contract as in force and induces the insured to incur expenses and trouble while acting in that behalf, the insurer is estopped to take advantage of the forfeiture. 4. An insurance policy is a contract, and the insured accepts it with full knowledge of its conditions, and in the absence of fraud or mistake is conclusively presumed to know its contents. 5. Knowledge by an agent concerning a matter about which the insured knows he is not authorized to act, in respect of which he does not act in behalf of the company, is not ground of estoppel.

3032. C. & E. Ill. Ry. Co. vs. Ross. Parke C. C. Affirmed. Comstock, J.—1. The cause of a fire is a question of fact to be determined from the evidence. 2. When the decision of the court is within the issues it is not contrary to law. 3. A railroad company is liable for damages caused by negligently setting out fire on its right of way or negligently permitting it to escape therefrom.

SUPERIOR COURT.

Room 1—John L. McMaster, Judge.

Emil Wulschner & Son vs. Lota Lehritter; replevin. On trial by jury.

Room 3—Vinson Carter, Judge.

Fannie Schloss vs. Indianapolis Street-railway Company; damage. Jury return verdict for plaintiff for $500.

Harry C. Andrews vs. T. B. Laycock Company; damages. On trial by jury.

CIRCUIT COURT.

Henry Clay Allen, Judge.

Marion Trust Company, guardian, vs. Emma Dawson et al.; partition. Commissioner files report of partition. Confirmed. Harvey B. Fatout, commissioner and surveyor, allowed $125. Theodore Wilson and John Peters each allowed $25 for services as commissioners. Carson & Thompson allowed $350 for services as plaintiff's attorneys. Roger A. Sprague allowed $85 attorneys' fees and by agreement of parties $100 is ordered to Henry N. Spaan.

Henry Steele naturalized.

Roger A. Sprague vs. James Dawson's Estate; by agreement of parties claim allowed for the sum of $125 to be credited with $85 heretofore allowed in Cause 9758 at costs of estate.

William J. Roach vs. Frederick Belck's Estate; submitted to court. Finding for claimant. Allowed for $325 vs. Robert Freund as principal and estate of Frederick Belck as surety, and costs.

Addie L. Hardy vs. Patrick J. Carlon et al.; for an accounting. Defendant Carlon defaulted. Submitted to court. Finding for plaintiff. Judgment vs. defendant Carlon for $14.50 and costs.

Lewis Brandenburg et al. vs. Washington Savings and Loan Association; for receiver. Petitioners Rhoda A. Stewart and Harriet A. Bonham file appeal bond with American Bonding and Trust Company as surety. Approved by court.

Charles W. Canfield vs. Ella Canfield; divorce. Submitted to court. Evidence heard. Finding for defendant on complaint and on cross-complaint. Decree of divorce. Custody of child, Jennie M., awarded to plaintiff. Judgment vs. plaintiff for costs.

Herman Wilkowskie naturalized.

NEW SUITS FILED.

Frank S. Melton vs. N. Belle Melton; divorce. Circuit Court.

Abel Schussler vs. Anna Schussler; divorce. Superior Court, Room 2.

Charles F. Sherling vs. John W. Fort; suit on note. Superior Court, Room 1.

Edwin D. White vs. Ida B. White; divorce. Superior Court, Room 2.

James E. Pierce vs. Charles W. Nickum; replevin. Superior Court, Room 3.

The Governor Returns.

Governor Mount returned from Washington yesterday afternoon, where he met with the committee having in charge the celebration of the anniversary of the opening of the District of Columbia. The Governor said the committee had a short session and he employed his leisure in looking about the capital. He said that upon inquiry he found that Indiana's war claim of $700,000 would soon come up for adjudication. The Governor says that the two Indiana senators are among the most popular men in Washington.

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AMUSEMENTS.

ENGLISH'S
This Afternoon and To-Night,
Messrs. Liebler & Co. Present
Children of The Ghetto
Prices—Nights, $1.50, $1.00, 75c, 50c, 25c. Mat., $1, 75c, 50c, 25c.
Monday, Tuesday—"BECAUSE SHE LOVED HIM SO." Seats now ready.

GRAND—TO-DAY, 2 p. m. 8 p. m.
William Gillette's Great American Play,
"HELD BY THE ENEMY"
Evening Prices—Lower floor, 50c; balcony, 25c; gallery, 15c. Regular Wednesday and Saturday matinees, 25c.
Next week—"ALABAMA."
Character pictures of Herman Sheldon (Kitchell's new ellipsoid panel), Monday night

PARK—TO-DAY—2 p. m. 8 p. m.
ROSE MELVILLE
in the pastoral musical comedy,
'Sis Hopkins'
The talk of all New York for months.
10c, 20c, 30c. Everybody goes to the Park.
Next Week—Hopkins's Trans Oceanics.

Empire Theater
Wabash and Delaware Sts.
ONE WEEK............Commencing Feb. 19
EVERY NIGHT. MATINEE DAILY.
...MIACO'S...
Jolly Grass Widows
Prices of Admission—10c, 15c, 25c, 50c.
Feb. 26, 27, 28—Tammany Tigers.
March 1, 2, 3—Social Maid.

MASONIC HALL, Opp Park Theater...
LAST NIGHT
Second Big Week
—OF—
Marvelous
ANNA EVA...FAY
Seats sold at Huder's drug store.
Matinee To-Day
At 2:30, for
Ladies Only
No gentlemen admitted.
25c
To all parts of the hall.

BURDSAL'S PAINTS
"Society is now one polished horde, formed by two mighty tribes, the Boers and Boered."
—Byron (paraphrased.)
Not us. We do not belong to either tribe. Strictly neutral, like Kentucky was in our late unpleasantness. But we are willing to furnish either "tribe" with all the Red Paint they can pay for to celebrate their victories.
BURDSAL'S PAINT STORE,
102 South Meridian Street.

Coke! Coke!
LUMP and CRUSHED
FOR : SALE
Tickets can be procured at the office of the Company,
49 South Pennsylvania Street.
THE INDIANAPOLIS GAS CO.

Copy of Statement of the Condition
OF THE
Indemnity Fire Insurance Company
Of New York,
On the 31st day of December, 1899.

It is located at Nos. 56 and 58 Pine street, New York City, N. Y.

J. MONTGOMERY HARE, President.

The amount of its capital is	$200,000
The amount of its capital paid up is	200,000

The Assets of the Company are as follows:

Cash on hand and in the hands of agents or other persons	$24,679.41
Bonds owned by the company:	
United States bonds, market value	220,000.00
State, county and municipal bonds, market value	25,125.00
Railroad stocks and bonds, market value	58,550.00
Interest due and accrued	2,075.00
Debts for premiums	10,947.90
Reinsurance due on losses paid	500.58
Total assets	$341,877.89

LIABILITIES.

Losses adjusted and due, losses adjusted and not due, losses unadjusted, losses in suspense, waiting for further proof	$6,106.93
All other claims against the company	2,980.91
Amount necessary to reinsure outstanding risks	50,228.75
Total liabilities	$59,316.59

State of Indiana, Office of Auditor of State.

I, the undersigned, auditor of state of the State of Indiana, hereby certify that the above is a correct copy of the statement of the condition of the above-mentioned company on the 31st day of December, 1899, as shown by the original statement, and that the said original statement is now on file in this office.

In testimony whereof I hereunto subscribe my name and affix my official seal this 12th day of February, 1900.

[SEAL.] W. H. HART, Auditor of State.

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LEGAL ADVERTISEMENTS.

SHERIFF'S SALE.

By virtue of a certified copy of a decree to me directed from the clerk of the Superior Court of Marion county, Indiana, in cause No. 59285, wherein Marshall S. Glidewell, administrator of the estate of Henry T. Hockensmith, deceased, is plaintiff, and Nancy P. Beville et al. are defendants, requiring me to make the sums of money in said decree provided and in manner and form as therein provided, with interest and costs, I will expose at public sale to the highest bidder on

SATURDAY, THE 17TH DAY OF MARCH, 1900, between the hours of 10 o'clock a. m. and 4 o'clock p. m. of said day, at the door of the courthouse of Marion county, Indiana, the rents and profits for a term not exceeding seven years of the following real estate in Marion county, Indiana:

Lots numbered from one hundred and forty-five (145) to one hundred and fifty-three (153), inclusive; lots numbered eighty (80), seventy-nine (79), twenty-eight (28), one hundred and thirty-two (132), one hundred and forty-three (143), one hundred and forty-four (144), one hundred and thirty-three (133), and one hundred and thirty-one (131), all in Englewood addition to the city of Indianapolis.

If such rents and profits will not sell for a sufficient sum to satisfy said decree, with interest and costs, I will at the same time and place expose to public sale the fee simple of said real estate, or so much thereof as may be sufficient to discharge said decree. Said sale will be made without relief from valuation or appraisement laws.

CYRUS J. CLARK,
Feb. 24, 1900. Sheriff of Marion County.
Harding & Hovey, Attorneys for Plaintiff.

SHERIFF'S SALE.

By virtue of a certified copy of a decree to me directed from the clerk of the Superior Court of Marion county, Indiana, in cause No. 59345, wherein Norman S. Byram, trustee, is plaintiff, and Ferdinand Sickel et al. are defendants, requiring me to make the sum of sixty-one dollars and seventy cents ($61.70), as provided for in said decree, with interest and costs, I will expose at public sale to the highest bidder on

SATURDAY, THE 17TH DAY OF MARCH, 1900, between the hours of 10 o'clock a. m. and 4 o'clock p. m. of said day, at the door of the courthouse of Marion county, Indiana, the rents and profits for a term not exceeding seven years of the following real estate in Marion county, Indiana:

Lot fourteen (14), in block three (3), in S. K. Fletcher's South Brookside addition to the city of Indianapolis, Marion county, Indiana.

If such rents and profits will not sell for a sufficient sum to satisfy said decree, with interest and costs, I will at the same time and place expose to public sale the fee simple of said real estate, or so much thereof as may be sufficient to discharge said decree. Said sale will be made without relief from valuation or appraisement laws.

CYRUS J. CLARK,
Feb. 24, 1900. Sheriff of Marion County.
C. E. Averil, Attorney for Plaintiff.

SHERIFF'S SALE.

By virtue of a certified copy of a decree to me directed from the clerk of the Superior court of Marion county, Indiana, in cause No. 58755, wherein Thomas J. Christian is plaintiff and Kate A. Weyenberg et al. are defendants, requiring me to make the sums of money in said decree provided and in manner and form as therein provided, with interest and costs, I will expose at public sale to the highest bidder on

SATURDAY, THE 10TH DAY OF MARCH, 1900, between the hours of 10 o'clock a. m. and 4 o'clock p. m. of said day, at the door of the courthouse of Marion county, Indiana, the rents and profits for a term not exceeding seven years of the following real estate in Marion county, Indiana:

Lot number one (1), in Sarah J. Black's subdivision of lots ninety-three (93), to ninety-eight (98), inclusive, in James Johnson's East Ohio-street addition to the city of Indianapolis, in Marion county, Indiana.

If such rents and profits will not sell for a sufficient sum to satisfy said decree, with interest and costs, I will at the same time and place expose to public sale the fee simple of said real estate, or so much thereof as may be sufficient to discharge said decree. Said sale will be made without relief from valuation or appraisement laws.

CYRUS J. CLARK,
Feb. 17, 1900. Sheriff of Marion County.
J. T. Leckilder, Attorney for Plaintiff.

SHERIFF'S SALE.

By virtue of a certified copy of a decree to me directed from the clerk of the Superior Court of Marion county, Indiana, in cause No. 58385, wherein Benjamin Richcreek is plaintiff and Ellen Leary et al. are defendants, requiring me to make the sums of money in said decree provided, and in manner and form as therein provided, with interest and costs, I will expose at public sale to the highest bidder, on

SATURDAY, THE 3D DAY OF MARCH, 1900, between the hours of 10 o'clock a. m. and 4 o'clock p. m. of said day, at the door of the courthouse of Marion county, Indiana, the rents and profits for a term not exceeding seven years of the following real estate in Marion county, Indiana:

Lots numbered five (5) and six (6), in Yandes's subdivision of the east part of outlot numbered one hundred and twenty-nine (129), in the city of Indianapolis, Marion county, Indiana.

If such rents and profits will not sell for a sufficient sum to satisfy said decree, with interest and costs, I will at the same time and place expose to public sale the fee simple of said real estate, or so much thereof as may be sufficient to discharge said decree. Said sale will be made without relief from valuation or appraisement laws.

CYRUS J. CLARK,
Feb. 10, 1900. Sheriff of Marion County.
S. M. Richcreek, Attorney for Plaintiff.

SHERIFF'S SALE.

By virtue of a certified copy of a decree to me directed from the clerk of the Superior Court of Marion county, Indiana, in cause No. 57565, wherein Frances G. Eggleston is plaintiff and William Tolin et al. are defendants, requiring me to make the sum of nine hundred and sixty-nine dollars and twenty cents ($969.20), as provided for in said decree, with interest and costs, I will expose at public sale to the highest bidder on

SATURDAY, THE 3D DAY OF MARCH, 1900, between the hours of 10 o'clock a. m. and 4 o'clock p. m. of said day, at the door of the courthouse of Marion county, Indiana, the rents and profits for a term not exceeding seven years of the following real estate in Marion county, Indiana:

Lot numbered seventeen (17), in Cushing's subdivision of lots numbered thirty (30), thirty-one (31), and thirty-two (32), in Hanway & Hanna's Oak Hill addition to the city of Indianapolis; also, lot number ten (10), in Lamme's subdivision of block number thirty-seven (37), in Hanway & Hanna's Oak Hill addition to the city of Indianapolis.

If such rents and profits will not sell for a sufficient sum to satisfy said decree, with interest and costs, I will at the same time and place expose to public sale the fee simple of said real estate, or so much thereof as may be sufficient to discharge said decree. Said sale will be made without relief from valuation or appraisement laws.

CYRUS J. CLARK,
Feb. 10, 1900. Sheriff of Marion County.
Hammond & Rogers, Attorneys for Plaintiff.

SHERIFF'S SALE.

By virtue of a certified copy of a decree to me directed from the clerk of the Superior Court of Marion county, Indiana, in cause No. 58390, wherein William N. Vandivier is plaintiff and Thomas J. Myers et al. are defendants, requiring me to make the sum of six hundred and seventeen dollars and seventy-four cents ($617.74), as provided for in said decree, with interest and costs, I will expose at public sale to the highest bidder on

SATURDAY, THE 3D DAY OF MARCH, 1900, between the hours of 10 o'clock a. m. and 4 o'clock p. m. of said day, at the door of the courthouse of Marion county, Indiana, the rents and profits for a term not exceeding seven years of the following real estate in Marion county, Indiana:

The west one-half (½) of lot one hundred and twenty-one (121), in Phoebe M. Daugherty's subdivision of part of outlot ninety-nine (99), in the city of Indianapolis, Marion county, Indiana.

If such rents and profits will not sell for a sufficient sum to satisfy said decree, with interest and costs, I will at the same time and place expose to public sale the fee simple of said real estate, or so much thereof as may be sufficient to discharge said decree. Said sale will be made without relief from valuation or appraisement laws.

CYRUS J. CLARK,
Feb. 10, 1900. Sheriff of Marion County.
D. A. Leach, Attorney for Plaintiff.

PROPOSALS FOR FORAGE CAPS—Chief Quartermaster's Office, Chicago, Ill., Feb. 12, 1900. Sealed proposals, in triplicate, will be received at this office until 10 o'clock a. m. Feb. 26, 1900, and then opened, for furnishing and delivering at either Chicago or Philadelphia Depots of the Quartermaster's Department, 10,000 Forage Caps. The caps must conform strictly to standard sample 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 Caps" and addressed to COLONEL J. G. C. LEE, Chief Quartermaster.

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