CHARGE AGAINST MILLER

JAMES MAIBEN SAYS HE WAS ASKED TO PLEAD GUILTY IN COURT.

Further Developments in the Vote-Buying Case—High Court Decisions—Other Court Cases.

The troubles of Jacob Miller in prosecuting the twenty-three men against whom he secured indictments for selling their votes to him in the last election are many. He has caused trouble in the Criminal Court room twice by his disappointment at not securing a conviction in the first case tried, that of William Rhodes, and yesterday several unpleasant things were said about him when James Maiben, another man accused of selling his vote, stated in court that Miller had promised to pay the costs of his case if he would plead guilty to the charge and allow himself to be convicted. Maiben was brought into court yesterday for trial, and he declared his intention of pleading guilty. Charles McGroarty, pauper attorney detailed to defend the man, talked to him, and after hearing his story decided that he would better plead not guilty.

Maiben said that Jacob Miller, the man who has been zealous in prosecuting the cases, had promised him protection in the event that he should be convicted and assured him that he would not go to jail. Miller denied Maiben's story, but admitted that he had talked to Maiben of his trial and advised him to plead guilty, as he believed him to be guilty. Miller denied the assertion that he was active in the prosecution of the men in order to secure the reward of $100 provided by statute for the arrest and conviction of any person found violating the election law. He says he would collect the reward if the men were convicted, but that he had no intention of so doing when he bought the votes.

Maiben's case was continued. Judge Alford released him on his own recognizance. Russel Brown, another one of the indicted men, will be tried to-day by jury. Judge Alford said yesterday that if Brown is acquitted by the jury as quickly as was Rhodes, the first man tried, he believed there would be little need of going ahead with the trial of the others. Judge Alford says the time of the Criminal Court can be more profitably taken up by other county business than by hearing cases where convictions are not probable.

AGAINST STREET-CAR COMPANY.

Supreme Court Affirms Judgment Recovered by Samuel J. Wilson.

By a divided report of the judges a judgment for $500 damages against the Indianapolis Street-railway Company, recovered by Samuel J. Wilson on account of ejection from a Virginia-avenue car, was affirmed yesterday by the Supreme Court. The opinion was written by Judge Jordan and concurred in by Judge Hadley. Judge Dowling concurred in the result, and Judge Monks and Judge Gillet gave notice that they will file dissenting opinions.

Judge Jordan said that after the appellee, a passenger, had paid his fare, and asked for a transfer to the proper line, it was the duty of the company to carry him on that line if he presented the transfer check given him by the conductor, and he was not bound to inspect his check and call for the correction of mistakes it might contain. He said:

"Appellee had nothing to do with the preparation of the ticket. * * * The many words, figures, spaces and abbreviations with in the ticket furnished by appellant to appellee contained would prima facie be unintelligible to many persons, and certinly it would be an unreasonable imposition to require of a passenger upon receiving one of these tickets the duty to inspect the same in order to discover if the conductor had made a mistake in the performance of his duty.

"A mere passenger is not, in the eyes of the law, either presumed or bound to know the meaning of the various figures, abbreviations, punch marks and other mystic symbols which the transfer ticket in question contained. * * * Where a passenger is aboard the cars of the carrier without the proper evidence of his right of passage, which is due to the mistake or fault of the carrier's agent, the agent must heed the reasonable explanations of the passenger to the ticket in dispute."

FAVORS RICHMOND PEOPLE.

The Appellate Court yesterday reversed a judgment forbidding the Richmond Natural Gas Company to use pumps or compressors to stimulate the flow of gas from its wells in Henry county to the city of Richmond, thirty-eight miles away.

The suit was brought under the act of 1891, which forbade the transportation of gas at a very high pressure by means of pumps. But the Appellate Court holds this act not to forbid the use of pumps at all, but only to authorize an injunction suit on behalf of one who shows that he is injured or his rights are threatened by the defendant's pumps.

It said that there was nothing in the special findings indicating that the Richmond company was pumping or threatening to pump gas out of its wells, so as to diminish the rock pressure, or to force gas through its mains at such a high pressure as to threaten any of the plaintiff's property.

But it appeared that the pumps were located a long distance from the wells and only a small part of the gas which naturally flowed to them was forced through the pipes beyond them. The statute on which this suit was based was amended by an act which took effect two weeks ago, so as to omit all provisions forbidding the use of pumps in transporting gas.

The Appellate Court yesterday affirmed a judgment holding that a sale of books by Manson U. Johnson to a township trustee, and the notes given in payment for them were void. Ten sets of "The People's Standard History of the United States and Biography of South Africa" were purchased to supply the ten schools in Steen township of Knox county.

WOMAN ALLOWED $362.

Mary Head, Colored, Had Filed a Claim for $8,257.

Mary Head, colored, was given a judgment for $362 against the estate of Peter Frick by a verdict of the jury in the Circuit Court yesterday. The suit was brought by the old colored woman for $8,257, which she claimed was due her for services during the last twenty years of Peter Frick's life. She presented the claim to the Indiana Trust Company, administrator of the Frick estate, but it was denied. Her claim for services was based on the fact that she had never been compensated for working for Frick and nursing him during his illnesses, and she was given to understand that her devotion would not be forgotten in the will.

The jury in returning the verdict against the estate for the judgment and costs of the suit answered the interrogatories of the attorneys and estimated the amount of money due Mrs. Head on a peculiar basis. They decided that she was entitled to pay for washing John Frick 520 times, that she cleaned his house forty-eight times and washed his clothes 156 times, and that each job was worth 50 cents.

DEMAND FOR $15,000.

First Damage Suit Resulting from Recent Grade-Crossing Accident.

The first damage suit resulting from the collision between a street car and a C., H. & D. freight train at the P. & E. crossing on West Washington street was filed yesterday. John T. Abrams demands $15,000 damages for alleged injuries. He claims that his eyes will be permanently affected by cuts received. The plaintiff holds the railroad company liable, contending that the speed ordinance was being violated by the crew of the train, and the street car company is held liable because of the negligence of the conductor and motorman in not waiting for a clear track.

Wants Decision Set Aside.

Mary Walker, by her next friend, John H. Baptist, wants the decision of the Superior Court, which annulled the marriage of John and Elizabeth Soals, set aside. She brought suit against Elizabeth Walker, formerly Mrs. Soals, and in the complaint alleged that the divorce secured on June 11, 1898, is void, having been secured through fraud and deception. She says that, although the affidavit of the plaintiff, Elizabeth Soals, stated that she was a bona fide resident of Indianapolis, she was not, but both herself and the defendant were residents of the State of Kentucky.

William Nelson Reprimanded.

William Nelson, an attorney, was reprimanded yesterday in Police Court by Judge Stubbs for soliciting business in the courtroom. Judge Stubbs censured Nelson severely and threatened to arrest him on the charge of loitering. Nelson was recently arrested and fined $25 and costs by acting Judge Collins on the charge of soliciting business in the courtroom. The fine was remitted by Collins after he had censured Nelson for his conduct.

Compromise Is Effected.

The suit of the Indianapolis & Northwestern Traction Company against Charles Foley, the Country Club and Philippine Lather was compromised yesterday and the traction company paid the various defendants an agreed price for the land wanted for the right of way of the trolley road. The suit against Lather was dismissed. The Country Club was paid $1,150 and Foley $1,468 for their property.

Bernstein Loses His Suit.

The suit of Joseph Bernstein against the Indianapolis Street-railway Company for damages was decided against him by the jury in Room 2, Superior Court, yesterday. Bernstein's claim for damages was based on the burning of his store, which he said was made possible by a street car running over a line of hose and handicapping the work of the firemen.

Filed a Bond of $250,000.

William F. Piel, jr., and Elonore Piel, son and widow of William F. Piel, sr., who died some time ago, filed a bond of $250,000 with Probate Commissioner Walker yesterday as executors of his will.

Will of Jacob Helwig.

The will of Jacob Helwig, naming his widow, Augusta E. Helwig, executrix and heir to his property, was probated yesterday. The bond of the executrix was fixed at $200.

THE COURT RECORD.

SUPERIOR COURT.

Room 1—John L. McMaster, Judge.

Robert Rockaw vs. Louis Baum; damages. Finding and judgment for plaintiff against defendant for $37 and costs.

Commodore McCoy vs. Oscar Mann et al.; damages. Plaintiff dismisses without prejudice.

Home Brewing Company vs. John R. Cress; on note. Dismissed and costs paid.

Cleaveland Collier vs. Henry Brock; damages. Plaintiff dismisses without prejudice.

Floyd Jeffries vs. Emma Jeffries; divorce. Plaintiff dismisses at his cost.

Room 2—James M. Leathers, Judge.

Joseph Bernstein vs. the Indianapolis Street-railway Company; damages. On trial by jury. Argument heard. Jury retires. Jury returns verdict for the defendant.

Louis Cordon vs. Indianapolis Street-railway Company. On trial by jury.

Room 3—Vinson Carter, Judge.

Ernest Hubbard, by Charles H. Hubbard, next friend, vs. Louisville, New Albany & Chicago Railway Company; damages. Plaintiff dismissed cause. Judgment against plaintiff for costs.

James Warren Crews vs. William H. Hammond; commission. Jury returns verdict for plaintiff for $272.80.

Arthur Jordan Company vs. Arthur J. Durand; commission. On trial by jury.

CIRCUIT COURT.

Henry Clay Allen, Judge.

Mary Head vs. Indiana Trust Company, administrator of estate of John Frick. Verdict for plaintiff for $362 and returns answers to interrogations.

Indianapolis & Northwestern Traction Company vs. Charles Foley, Country Club, Phillipine Sather; instrument of appropriation. Dismissed as to defendant Sather without prejudice. Plaintiff pays into court for defendant Foley $1,468; for defendant Country Club, $1,150. Submitted to court and finding for plaintiff. All costs paid.

CRIMINAL COURT.

Frémont Alford, Judge.

James Watson, alias Wallace; grand larceny. On trial by court. Evidence heard. Finding of guilty of petit larceny. Fined $1 and costs and imprisoned in the workhouse sixty days.

James Maiben; vote selling. Defendant arraigned and pleads not guilty.

Joe Kessler; grand larceny. Defendant arraigned and pleads guilty. Age, twenty-eight years. Fined $1 and costs and imprisoned in Indiana Reformatory for from one to fourteen years and disfranchised one year.

Mary Jones; assault and battery with intent to kill. Defendant arraigned and pleads not guilty.

Moroe Morris vs. P. L. and R. T. Goode. Defendants arraigned and pleaded guilty.

Frank Pennick; burglary and grand larceny. Defendant arraigned and pleads guilty to the first count. Age, thirty years. Fined $1 and costs and imprisoned in the Indiana State Prison not less than two nor more than fourteen years and disfranchised two years.

NEW SUITS.

Cornelius L. Garshwiler vs. Melisha Garshwiler; divorce. Superior Court, Room 2.

Daniel Woodruff vs. Emma Woodruff; divorce. Superior Court, Room 3.

Cashius C. Burk vs. Thomas P. Kean et al.; foreclosure of lien. Superior Court, Room 2.

Merica E. Uhl vs. John Lazeman et al.; suit to quiet title. Circuit Court.

Jean E. Montgomery vs. James W. Montgomery; divorce. Superior Court, Room 1.

Herman Moews vs. Minnie Moews; divorce. Superior Court, Room 1.

Mary Walker vs. Elizabeth Walker; complaint to set aside judgement. Superior Court, Room 3.

Indiana Society for Savings vs. Alexander Overett et al. Superior Court, Room 2.

Earl D. Gray vs. Berdina L. Gray; divorce. Superior Court, Room 2.

Anna C. Metzger vs. George I. Richmere; complaint on note. Circuit Court.

Capitola Carey vs. George I. Richmere; complaint on note. Circuit Court.

John T. Abrams vs. Indianapolis Traction and Terminal Company and C., H. & D. Railroad Company; damages. Superior Court, Room 2.

Ransom Lewis vs. Mollie Lewis; divorce. Circuit Court.

Florence M. Carper vs. Daniel T. Carper; divorce. Circuit Court.

HIGHER COURTS' RECORD.

SUPREME COURT.

19868. Indianapolis Street-railway Company vs. Wilson. Johnson C. C. Affirmed. Jordan, J.—1. Where a passenger upon a street railway upon taking passage demands a transfer to another line in the city, which transfer the company is legally bound to furnish, and the conductor awkwardly punches the transfer ticket which he gave the passenger and he was ejected from the car on account thereof the company is liable for the damages sustained. 2. A passenger upon a street car upon receiving a transfer ticket, in the absence of notice that the ticket is imperfect, is not bound to inspect such ticket, but may presume that the conductor discharged his duty by properly punching the transfer ticket. 3. A passenger upon a street railway is not bound to know the meaning of the various figures, abbreviations, punch marks or mystic symbols which a transfer ticket given him contains. 4. The transfer ticket furnished a passenger of a street-railway company is not exclusive evidence of the passenger's right to be carried.

20071. Central Traction Company vs. Johnson. Johnson C. C. Appellate Court affirmed. Hadley, C. J.—1. When a person conducting a banking business agrees to act as a receiver of a company without compensation other than he would receive from the advantages to his banking business and rental from properties owned by him which by the company being operated he would be able to collect, after the performance of his duties and he has received the benefits therefrom he will not be heard to demand other compensation than agreed upon. 2. A person cannot after performance of services change his mind and charge for that which he agreed and undertook to do as a gratuity.

20024. Southern Indiana Railway Company vs. Martin. Orange C. C. Reversed. Gillett, J.—1. The clerk of a Circuit or Superior Court, where a change of venue is taken under Section 417, Burns, 1901, is not required to do more than to transmit all the papers and a transcript of all the proceedings to the clerk of the court of the county to which the venue is changed, and the latter is then required to receive and receipt for such papers and transcript. 2. Men working under a mere foreman, who is not a vice principal, assume the risk of his negligence in the capacity of foreman. 3. In pleading a cause under a statute the precise words of the statute need not be used, but no form of allegation that amounts to less than the equivalent of the words of the statute will be sufficient.

APPELLATE COURT.

4347. Crane vs. Osborn. Laporte C. C. Affirmed. Henley, J.—Questions depending upon the evidence for decision cannot be considered unless the evidence is in the record.

4696. Thistlethwaite vs. Pierce. Hamilton C. C. Affirmed. Black, P. J.—Where it is shown that the minute books of a corporation have been destroyed by fire parol evidence of a transaction recorded therein may be given.

4368. Peck-Williamson, etc., Company vs. School Township. Knox C. C. Affirmed. Roby, C. J.—1. The act of 1899 (Acts, 1899, P. 150) limits the power of a township trustee to purchase articles for his schools. 2. A claim against a township is not valid unless it is founded upon a statute or contract entered into with the proper person in accordance with the provisions of the statute. 3. Persons dealing with a township trustee must take notice of the extent and limit of his power. 4. In an action against a township upon notes given for the purchase of articles for the township the complaint must show that the trustee complied with the statute in making the purchase to render the township liable therefor. And where such transaction is invalid no subsequent act can estop the township from setting up its invalidity.

4616. Richmond, etc., Gas Company vs. Enterprise, etc., Gas Company. Madison S. C. Reversed. Robinson, J.—1. Under Section 7507 et seq., Burns, 1901, the use of gas pump is not ipso facto unlawful, and said statute permits transportation of natural gas by artificial means at a pressure lower than three hundred pounds per square inch. 2. From the mere fact that a gas company is using pumps for the purpose of transporting gas does not entitle another gas company in the same field to injunctive relief against the use of such pumps, nor to such relief by merely showing that it is injured because the gas is being wastefully diminished by the use of pumps.

4648. Balph vs. McGaw. Tipton C. C. Appellant granted until April 21, 1903, to file reply brief.

—New Suit.—

4762. Minnie Morgan Atkinson vs. Ira S. Morgan. Monroe C. C. Record. Assignment of errors. Notice.

—Minutes.—

4662. Sylvester Bertram vs. State ex rel. the Lowell Dredge Company et al. Fulton C. C. Appellees' brief (8.)

4648. James Boeph et al. vs. Theophilus Magay, guardian, et al. Tipton C. C. Appellants granted until April 21, 1903 to file reply brief.

4657. The Merom Gravel Company vs. James J. Pearson. Sullivan C. C. Appellee's brief (8.)

4687. Hulda A. Stout vs. the William Campbell Company. Marion S. C. Appellant's brief (8.)

3991. The Cincinnati, Hamilton & Indianapolis Railroad Company vs. Ida Worthington. Rush C. C. Appellant's petition to transfer to Supreme Court and brief (8.)

MEN'S AND WOMEN'S WORK.

Disputing Charge Concerning Monopoly of Work.

Washington Post.

The alleged failures of women to achieve success in the official capacity of inspectors of immigrants prompts the New York Evening Sun to remark that "there are a few trades still left in which mere men have a monopoly."

If that be true, the male contingent of the human family possesses that which the female does not. We cannot think of any trade or of any profession or occupation of which women have a monopoly. It is often asserted that women have invaded fields of activity which nature evidently intended for the exclusive occupancy of men. Acres of rhetoric and oceans of ink have been expended in the exploitation of this complaint. It began in this country more than fifty years ago and it is still kept up. Although some progress has been made in dispelling the illusion, it is still widely prevalent. Many thousands of men, including, perhaps, a majority of the clergy, are accustomed to dilate with more of indignation than of logic on the "obtrusion of women" into occupations for which their sex is unfitted.

The truth is, the obtrusion or invasion was begun and has been continued in the reverse direction. In the old times there were some occupations in which women had a monopoly. For example, women used to make their own clothing and knit hose for themselves and for the male members of the family. At this time the clothing business in all its departments is controlled by men. The manufacture and sale of ladies' underwear is in the hands of men. It is true that women are employed at pitiful wages to make those garments and that most of the retailing of them is done by saleswomen, but in both cases the ownership and control belong to men. The tailor—the ladies' tailor—has occupied another field in which woman was formerly supreme. The washing of clothes as well as the making of them has been taken over by the men, and the cooking of food has gone in the same direction to a great extent.

Ever since the machine began the displacement of women in spinning, weaving, sewing and knitting there has been a continuous absorption by men of the breadwinning employments of women. We are not presenting these facts by way of complaint. The changes that have been wrought by the machine were inevitable, and their influence is wholesome—not degrading, but uplifting. The transfer to or absorption by men of what used to be women's work has been attended by a perfectly natural movement in the opposite direction. The old line of demarkation between the supposed spheres of the sexes has been obliterated. Of course there are some kinds of work for which women are not physically qualified, but where is the employment of which women have a monopoly?

AN ESSAY ON LUMP JAW.

Where It Came from and Its Effect on Dusty Gulch.

Topeka Journal.

Where the lump jaw came from nobody knew. The editor over at Red Dog thought that his rival, the editor of the Dusty Gulch Bazoo, brought it with him from the effete East, where grip, lump jaw, ennui, spavin and corns were popular. The editor of the Bazoo denied the charges and denounced the "Red Dog" editor as a contemptible cur in the next issue of the Dusty Gulch paper.

"Contemptible cur" was not in the lexicon of words which were the cause for a shooting, and it was not until the Bazoo editor called the Red Dog publisher a plain, unvarnished liar that the matter was settled. Then the funeral of the editor from Dusty Gulch was held and the Bazoo was combined with the Red Dog Barker.

The combining of the two papers had much to do with the banishment of the unfriendly feeling that had always existed between the town people of Red Dog and the citizens of the Dusty Gulch community ever since the day that Wyoming Wallace, of Dusty Gulch, had handed Tucson Charley, of Red Dog, a black bottle filled with tomato catsup, spiked with capsicum, which Tucson Charley supposed was pure Bourbon and which he put to his lips and almost drained before he knew the difference.

Of course, Wyoming Wallace's funeral would have been held the next day if Tucson Charley had been quick enough. But the hammer of his Colt caught in the loose folds of his hunting shirt, and—it was his funeral which called for a salvo of revolver shots the next day, and it was his pony, saddle and bridle that the probate judge had to sell to pay the funeral expenses.

That a Dusty Gulch man would make a Red Dog man drink catsup and then shoot him besides was more than Red Dog could stand, and for years the citizens of the two towns had looked for each other over every rise and had saluted each other with well-directed shots. The country between Red Dog and Dusty Gulch was mighty unhealthy for several years because of the stray bullets.

It was unhealty until the lump jaw came to the country and the long horns had their jaws swelled up bigger than a bundle of steer hides ready for shipment.

But with the consolidation of the two papers came the passing of the enmity, and when the mayor of Red Dog sent a case of canned tomatoes over to the mayor of Dusty Gulch and the mayor at the Gulch sent back a case of the best whisky there was in the camp the trouble ended. The old lump-jawed cattle days marked the new era in the Black Jack region.

Stranger than Fiction.

Baltimore American.

With every development of the Burdick murder case it becomes more sensational. The picture of a young daughter calmly eating her breakfast and watering her flowers while she had reason to believe something dreadful had happened to a father with whom she was on filial terms would be denounced in a novel as a caricature of nature impossible to find in real life.

Alleged Thieves Bound Over.

Frank Slosson, William Schroeder and Joe Gibson, charged with burglarizing the postoffice at Daleville, Delaware county, were yesterday bound over to the federal grand jury by Commissioner Moores. In default of $1,000 bail they went to jail.

MAY BREAK AGREEMENT

REPORTED RUMOR OF EFFORT TO IGNORE THE PEACE PACT.

Delehanty and Davis Are Practicing with New York, Although Ordered to Play in American.

CINCINNATI, March 19.—The peace conference between the National and American leagues in Cincinnati, on Jan. 21, awarded Edward Delehanty to the Americans at Washington and George Davis to the Americans at Chicago. After signing with those clubs, it is stated that Delehanty received $4,000 advance and Davis $2,600 advance from New York. It is now reported that they not only refuse to return this advance and play where they were assigned by the joint peace agreement, but that they are in practice with the New York Nationals. President Herrmann, of the National League club at Cincinnati, today said:

"The Cincinnati team will refuse to play with the New York National League team if Delehanty, the great slugger, and George Davis appear on the field with the Gotham aggregation. We shall see whether two players are greater than two baseball leagues. If Delehanty and Davis do not live up to the provisions of the peace compact we will get together and blacklist them."

It is currently reported that there is a movement back of Delehanty and Davis that seeks to break the peace agreement of Jan. 21, which assigned players, fixed the circuits and made other provisions.

High School Games Scheduled.

Special to the Indianapolis Journal.

WABASH, Ind., March 19.—The Wabash High School baseball club has arranged the following playing schedule for the coming season: Union Stars at Wabash, April 18; Peru High School at Boyd Park, April 25; Warsaw High School at Wabash, May 2; Shortridge High School, Indianapolis, at Indianapolis, May 9; Oakwood High School, of Lafayette, at Wabash, May 16; Winona School at Wonana Lake, May 23; Oakwood High School, of Lafayette, at Lafayette, May 30; Shortridge High School, Indianapolis, at Indianapolis, June 6; Winona School at Wabash, June 13; Washington, of Indianapolis, June 14; Hyde Park, of Chicago, about June 20.

AMATEUR BALL LEAGUE.

Clubs Represented in Commercial League Will Meet Tuesday.

The Commercial League, the amateur organization of this city, composed of teams from various mercantile houses, will hold a meeting next Tuesday for the purpose of making arrangements for the coming season. This league was formed last year and had a very successful season. Games will be played every Sunday morning the same as last season. Several teams are now anxious to become members of the organization, among them being the Star Store, H. P. Wasson, Kahn Tailoring Company, Lieber's, People's Outfitting Company, Marotts and Sentinels.

Baseball Notes.

The A. B. C. team has organized for the season with the following players: Pitchers, Griffin, Talbott, Hutchinson; Board, first; Captain Taylor, second; Gatewood, third; Lolla, short; fielders, Shawler, Herron and Dickson. This team would like to play any amateur club in the State. Address P. Adams, No. 462 West Fifteenth street.

BIG COCKING MAIN.

Exciting Event Pulled Off Near Alexandria.

Special to the Indianapolis Journal.

ALEXANDRIA, Ind., March 19.—The biggest cocking main ever held in Indiana was pulled off in the west part of the city last night after midnight. The birds were from North Baltimore, O., and Bloomington, Ill. North Baltimore brought twenty birds and Bloomington seventeen. At the weigh-in thirteen pairs were shown for the main fight, and in weighing eleven pairs fell in. William Quinlan, of Anderson, refereed the contests. Men interested in this kind of sport were here from all parts of Indiana, Illinois, Kentucky and Ohio and several thousand dollars changed hands on the fights. The main fight started about 2 o'clock and lasted until about 4:30, after which time several hack fights were indulged in.

In the first North Baltimore showed red, Bloomington gray, at 4 pounds 10 ounces. After eight pittings the North Baltimore bird was killed, the Bloomington bird winning. In the second both sides showed red at 5 pounds. The Bloomington bird won this also, after four pittings, the other bird running away. In the third North Baltimore showed red and Bloomington spangled, at 5 pounds 3 ounces. After three pittings the Bloomington bird took the money. In the fourth contest North Baltimore showed henny and Bloomington spangled, at 5 pounds 6 ounces. After two pittings the North Baltimore bird won. In number five both sides showed red, at 5 pounds 7 ounces. After seven pittings the decision was given the North Baltimore bird. In number six both sides pitted whites, at 5 pounds 8 ounces. This was one of the hardest fights of the main. After nineteen pittings the decision was given in favor of the Bloomington bird. In the seventh contest North Baltimore showed spangles and Bloomington white; weight, 5 pounds 9 ounces. The North Baltimore bird won in the second pitting. In the eighth and last contest of the main the North Baltimores showed a spangled and Bloomington a red. This was the hardest-fought battle during the main, as it took thirty-eight pittings to decide, the Bloomington bird winning. The decision of the main was given to the Bloomington people.

Shamrock's Mast Stepped.

GLASGOW, March 19.—The mast of the Shamrock III was successfully stepped today. It measures 148 feet from deck to truck. The yacht's boom subsequently was fitted to the goose neck and the gaff was slung. The main mast is further forward than is that of the Shamrock II, but the challenger's longer bowsprit makes a base of the fore triangle exactly the same measurement, seventy-eight feet. The boom is distinctly shorter.

Track Team Selected.

The M. T. H. S. relay team that will run in the indoor meet to-night at Tomlinson Hall will be composed of Glenn and Harry Wheeler, Russell Fortune and Alfred Duggan. Walter Gipe, captain of the Shortridge track team, will select his squad today.

WON IN OVERTIME.

Elwood and Richmond Play an Exciting Game.

Clubs.	Played.	Won.	Lost.	Pct.
Elwood	71	46	25	.648
Richmond	68	38	30	.559
Indianapolis	71	36	35	.507
Muncie	67	31	36	.463
Anderson	69	28	41	.406
Racine	66	26	40	.394

Special to the Indianapolis Journal.

ELWOOD, Ind., March 19.—After taking a lead of 3 to 0 in the first period Elwood allowed Richmond to tie the score in the third period and seven minutes overtime was necessary for Elwood to win, 4 to 3. Each side had two goals in and out and the game abounded in brilliant playing, Bone and Jessup doing good work for the visitors. Roberts was in fine form, caging three goals, and White had many sensational stops. Mansfield rode Roberts continually. Fouls—Doherty, 2; Mansfield, 2; Lyons, 2. Stops—White, 45; Jessup, 40. Attendance—1,400. Umpire—Moran.

Anderson Lost Fast Game.

Special to the Indianapolis Journal.

MUNCIE, Ind., March 19.—In the hardest-fought game of polo ever played here the new Muncie team defeated Anderson by a score of four to two. Muncie made five fouls and Anderson three, each losing one on fouls. McGilvray and Mullen played a star game for Anderson, and "Long John" Wiley, of Muncie, played center for Anderson. Every man on the Muncie team did brilliant work. They were handicapped by the wide rink. Goals: Jean, 3; Hart, 2; McGilvray, 3. Fouls: Wiley, 2; Holderness, 2; Jean, McGilvray. Stops: Tibbett, 16; Mullen, 32. Attendance, 2,200. Referee, Demontreville.

Champions Here To-Night.

Two ex-Muncie players will be in Indianapolis uniforms to-night, when the Indianapolis team meets the Elwood champions at the Cyclorama Rink. Higgins has been signed, and, with Hipson, will be on the rush line, providing Hipson is able to play. Cusick has also been signed, and will be at goal for Indianapolis to-night. The Elwood team has the championship practically cinched, and the fight with the other teams is for position. Richmond now occupies second place, but Indianapolis and Muncie are also candidates for that honor, and the remaining games promise to be very interesting. Indianapolis was not scheduled to play last night, and the rest will no doubt be beneficial to the players. To-morrow night the new Racine team will play here, and a large crowd should witness the game. Three games are scheduled for Indianapolis next week—Richmond, Muncie and Elwood—and the season in this city will close on the night of March 31 with a game with Muncie.

RUNNING RACES.

Flight Handicap at New Orleans Won by Travers—Oakland Results.

NEW ORLEANS, March 19.—Fuller had but little trouble in landing Travers first in the Flight handicap, a six furlongs sprint, worth $1,030 to the winner, to-day. Stries's pair, St. Tammany and Josette, were strong favorites, but neither was at any time prominent. Travers led all the way and won easily by three lengths. Clorita and Nettie Regent were the winning favorites. Winners in order: Dutch Carter, 15 to 1; Clorita, 9 to 5; John Coulter, 4 to 1; Travers, 2 to 1; Ran After, 7 to 2; Nettie Regent, 2 to 1.

SAN FRANCISCO, March 19.—Several good things went through at Oakland today. George Dewey, played from 50 to 1 to 10 to 1, took the mile race, beating a big field, while Egyptian Princess, backed from 30 to 1 to 15 to 1, took the opening number. A feature of the sport was the riding of Powell, landing three winners. Results in order: Egyptian Princess, 20 to 1; Sweet Tone, 6 to 5; George Dewey, 12 to 1; Velma Clark, 3 to 1; Sharp Bird, 3 to 1; Beana, 3 to 1.

Horse Show Premiums.

LOUISVILLE, March 19.—The Louisville Horse Show Association will offer over $22,000 in premiums this year. The prize list will be ready in May. The show will be held the week of Sept. 28 to Oct 3. It will be the fourth annual exhibition. Louisville people are preparing to build a $300,000 coliseum to accommodate the horse show and other large attractions.

COMMERCIAL LEAGUE GAMES.

Pettis Team the Only One to Win Straight Games.

The Pettis team was the only one to win straight games in the Commercial League series last night. The Kahns won two of the three from the Whens and the Marotts won two from the Eagles. The scores:

KAHNS VS. WHENS.

Kahns.	1.	2.	3.	Whens.	1.	2.	3.
Brandt	149	146	166	Marriott	162	166	174
Mueller	132	154	133	Bradshaw	119	128	137
Tiffen	151	141	103	Schmidt	150	138	169
Meeker	114	144	145	Rafert	129	123	150
Giroz	129	142	147	Kirby	133	119	146
Totals	725	727	694	Totals	693	674	776

MAROTTS VS. EAGLES.

Marotts.	1.	2.	3.	Eagles.	1.	2.	3.
Brown	153	148	160	Dunnan	131	151	157
Hartman	115	128	146	Koch	112	140	111
Cobler	144	111	105	Janes	143	118	127
Papenbrock	133	...	...	Weaver	98	111	98
Beaumen	126	132	160	Jones	154	119	122
McCarty	...	153	153				
Totals	631	722	733	Totals	638	639	615

RELIABLES VS. PETTIS.

Reliables.	1.	2.	3.	Pettis.	1.	2.	3.
Stenzel	144	117	197	Potter	180	172	200
Allen	132	...	...	Quiesser	149	177	175
Nachman	131	155	126	Coutts	140	156	141
Smith	116	119	130	Henry	173	167	142
Strauss	94	137	122	McKitrick	112	124	128
Frank	89	132	108				
Totals	617	617	698	Totals	754	796	786

EARLY SEED PLANTING.

How to Successfully Rear an Old-Fashioned Favorite.

Philadelphia Ledger.

Almost any time after the vernal equinox (March 21) seeds may be planted outdoors with safety.

One of the favorite plants for garden decoration and that which repays well for the small amount of trouble bestowed on it is the nasturtium. Plants cost from 10 cents to 15 cents apiece when wanted in April to set out for permanent beds and borders; but a much more economical plan may be pursued by planting seeds a week or so from now and thus getting the plants ready for transplanting a little later.

From a package of seeds many beds and borders may be produced with care and attention.

To start a collection of nasturtiums have a small, sandy bed and sprinkle and cover up lightly in it a good-sized package of seeds. At this time of the year, after the long continued cold and wet season, the ground contains plenty of moisture, which will rise easily every sunny day. So the newly-planted seeds take pretty much care of themselves and need little watering.

When the young plants have appeared above the ground (small and close together as they will) they should be carefully taken out with as much earth around the roots as possible, and planted at six or eight-inch intervals in the beds or borders they are intended to occupy for the summer. The nasturtium has a decided vine tendency, and wanders trailingly far from its starting point in many cases. Plants at each end of a long bed will sometimes grow along and meet each other midway. This interesting tangle of plants is almost perpetually in bloom, and in many shades, from the palest yellow, through all the reds to dark brown.

Laid out in the manner suggested, any one can have a good-sized collection of nasturtiums from the small starting of a package of seeds, purchasable for a dime or less.

THE LIBERTY BELL.

Time to Put a Stop to Its Travels About the Country.

Philadelphia Inquirer.

The city of Boston has made formal application for the loan of the independence bell. In June the one-hundred-and-twenty-eighth anniversary of the battle of Bunker Hill will be celebrated, and if the relic could be obtained for exhibition purposes no doubt zest would be given the entertainment.

Such applications can be granted only by the vote of councils, and the matter will be brought to their attention. We suggest that the time has come to call a halt upon the peregrinations of the bell all over the country. It has wandered around considerably of late years and has earned a well-deserved rest. It has been to Chicago and New Orleans and Charleston, and goodness only knows where. In its Charleston trip the truck provided for it was of insufficient strength, and but for the foresight of those in charge of it there might have been serious disaster. It also escaped a railroad collision, but that was a matter of good fortune rather than of good management.

The independence bell belongs to the Nation in a broad sense, but we are its custodians and we have not the right to permit it to take chances. If the policy of sending it to all sorts of cities upon all sorts of occasions is kept up the time will come when it will be broken, and then the priceless treasure will become a mere memory. In that event we would be greatly blamed.

The bell is far safer in its present guarded condition than it can be under other circumstances. If the argument is advanced that to come to Philadelphia to see it may be a hardship the answer is that its safety is of the first importance. Attention might also be called to the fact that Philadelphia is no mean city, and to visit the municipality alone is worth the while and time of any one.

The Buffalo Quandary.

Cleveland Plain Dealer.

"Have you any clews to the murder?"

"We have plenty of clews—too many, in fact."

"Then what are you waiting for?"

"We can't decide which to follow first. If we tried to follow them all it would take a lifetime."

Physicians Recognize

the remarkable tonic and constructive qualities of

ANHEUSER-BUSCH'S *Malt-Nutrine* TRADE MARK.

It is endorsed and prescribed by the best doctors. The ideal food-drink, invigorating, sustaining, NOT intoxicating. It contains 14.60% genuine nutritive extract and less than 2% of alcohol.

Sold by druggists. Prepared by

Anheuser-Busch Brewing Ass'n

St. Louis, U. S. A.

presto (Better than flour)

is a sure resource

Let us Remove the Doubt

in your mind as to what piano to buy. Take our word for it and get a

VOSE

It's a grand instrument at a popular price. The people who make it are good for every promise they make regarding it, and we are good for our indorsement.

Hundreds of Vose Pianos are in use in this locality. You don't make a mistake in buying one.

Besides the Vose we are the State Representatives of the Chickering, Jewett, Ivers & Pond, Weischner, Fischer, Cameron, Stewart, Braumuller, Stoddart and others.

Sold for Cash or on Payments

Wulschner Music Co.

128-130 North Pennsylvania St.

"Indiana's Largest Music House."

LIST OF LETTERS

Remaining in Indianapolis Postoffice, Thursday, March 19, 1903.

If not called for in two weeks these letters will be sent to the dead letter office. Persons calling for letters in the following list will please say they are advertised, give date of list, and pay 1 cent for those obtained. Free delivery of letters by carriers to the addressee's residence, can be secured by observing the following rules:

First—Direct letters plainly to street and number.

Second—Request your correspondents to do likewise.

Third—Have written or printed request for return on your envelope, giving street and number.

Fourth—Use ink in addressing letters when possible, and leave sufficient space at top of envelope for stamp and postmark.

Letters address