

The True Northerner.

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PAW PAW, MICH., FRIDAY, JANUARY 2, 1874.

WHOLE NO. 979

The True Northerner, Published every Friday, by S. T. CONWAY.

PAW PAW RAILROAD. Trains from Paw Paw connect with the same routes on the Michigan Central Railroad at Lawton, going east and west.

DU COMB HOUSE, Decatur, Mich. W. H. CANOLL, Proprietor. JUST RECEIVED, A CHOICE LOT OF JAPAN TEAS

WHEATON'S Drugs Store. Come and Try Them. EMORY & CONNER Having opened a LIVELY STABLE

SCHYLER COLFAX Being honest or dishonest, will have no effect on the HARDWARE Trade of FREE & MARTIN, Who still continue to sell the Celebrated

DETROIT STOVES North American, Legal Tender. And 50 other kinds at lower prices than ever.

CROSS CUT, Circular, Drag, Mulley Saws. FARMING CARPENTERS' TOOLS, SASH, DOORS, GLASS, PAINT & OIL, Blacksmiths' WAGON MAKERS' GOODS, BUILDERS, GOODS AND PRICES before purchasing, as we are satisfied we can do you good. Our TIN-SHOP is conducted by an experienced Workman.

TIN SHOP Money to Loan. Money to Loan on improved, unimproved Real Estate on favorable terms, for one or more years. HARRISON & HARRISON, Office in the Court House, Paw Paw, Mich. Dec. 13, 1872.

Mortgage Sale. Notice is hereby given that the sum of one hundred and thirty-eight dollars and seventy-two cents (\$138 72) is the amount claimed to be due at the date of this notice on a certain mortgage bearing date the twenty-fifth day of February, A. D., 1865, made and executed by Ezra G. Urban and Philander Bartlett, mortgagors, to Luther Kinney, mortgagee; that said mortgage was recorded in the office of the Register of Deeds for Van Buren County, State of Michigan, on the thirtieth day of May, A. D., 1865, in Liber P of mortgages on page 162; that default has been made in the payment of the above named sum of money, and that the same is still unpaid and due, and that no proceedings have been instituted at law to recover the debt now remaining secured by said mortgage, or any part thereof. Now, therefore, in pursuance and by virtue of the power of sale in said mortgage contained, Charles the premises described in and covered by said mortgage, situated in the county of Van Buren and known and described as follows, to-wit: The south half of the south-east quarter and the north-west quarter of the thirty-eighth section of township twenty-four north, range thirteen west, containing one hundred and sixty acres, according to the United States survey thereof, will be sold at public auction to the highest bidder, at the hour of twelve o'clock noon of Wednesday the twenty-fifth day of March, A. D., 1874, at the front door of the court House in the village of Paw Paw in said county of Van Buren, by the Sheriff of said county of Van Buren, to satisfy the amount that will then be due on said mortgage and the costs and expenses allowed by law, and the attorney's fee mentioned in said mortgage. Dated this 24th day of December, A. D., 1873. LUTHER KINNEY, Mortgagee. WM. R. LYONS, Att'y for Mortgagee, 978413 St. Joseph, Mich.

Order for Appearance. State of Michigan, the Circuit Court for the County of Van Buren, In Chancery. On a certain cause of Equity, to-wit: Jerome Purdy, Plaintiff, vs. Jerome Purdy, Philip Purdy, Charles Purdy, Eliza Purdy, Anzoleita Clapp and Grace L. Correy, heirs at law of Gilbert Purdy, deceased, and Orrin Sison, defendants. At a session of said Court held at Paw Paw, in said County, on the seventeenth day of December, in the year one thousand eight hundred and seventy-three. Present, Hon. Charles R. Brown, Circuit Judge. It is satisfactorily appearing by affidavit on file that the above named defendants, Jerome Purdy, Philip Purdy, Charles Purdy, Eliza Purdy, Anzoleita Clapp and Grace L. Correy, do not reside in the State of Michigan and do reside as follows: The said Jerome Purdy, Philip Purdy, Charles Purdy and Eliza Purdy, reside in the State of New Jersey, and that the said Anzoleita Clapp resides in the State of Pennsylvania. On motion of Richards & Barnum, solicitors for said complainant, it is ordered, that the said defendants, Jerome Purdy, Philip Purdy, Charles Purdy, Eliza Purdy, Anzoleita Clapp and Grace L. Correy, cause their appearance severally to be entered in this cause within three months from the date of this order, and if defendant thereof said bill may be taken as confessed by them. And it is further ordered that within twenty days the said complainant cause a copy of this order to be published in the True Northerner in said county and that said publication be continued in said newspaper at least once in each week for six weeks successively or that he cause a copy of this order to be personally served on each of the said defendants at least twenty days before the time prescribed for their appearance. CHARLES R. BROWN, Circuit Judge. RICHARDS & BARNUM, 978416, Complainant's Solicitors.

Administrator's Sale. Notice is hereby given that in pursuance and by virtue of an order and license to sell, made by the Probate Court for the county of Van Buren, Michigan, and bearing date the 29th day of September, A. D., 1873, I shall sell at public vendue, on the premises herein described, in the township of Waverly, Van Buren County, State of Michigan, and State of Michigan, on Monday, the twelfth day of January, A. D., 1874, at the hour of ten o'clock in the forenoon, the following described real estate belonging to the estate of Robert M. Richardson, deceased, to-wit: The south-east quarter of the north-east quarter and the north-east quarter of the south-east quarter of section number sixteen, in township number one south of range number thirteen west, and containing eighty acres of land according to the United States survey. One-fourth of the purchase money will be required to be paid at the time of sale and the remainder in one, two and three years with interest. Dated November 25, 1873. HENRY C. STORCK, Administrator of said estate.

Mortgage Sale. Default having been made in the payment of a certain indenture of mortgage, bearing date the thirtieth day of October, A. D., 1871, executed by Malery H. Myers and his wife, Lucenia M. Myers, of the County of Waverly, Van Buren County, State of Michigan, to Wm. R. Hawkins, of Paw Paw, Michigan, and recorded in the office of the Register of Deeds of Van Buren County, State of Michigan, in Liber No. 5, on page 517, on the thirty-first day of October, A. D., 1871, and the amount claimed to be due thereon, at the date of this notice, being five hundred and twenty-seven dollars and forty-four cents, including attorney's fees of several hundred dollars, provided for in said mortgage, and no suit or proceedings at law or in equity having been instituted to recover the amount now due and unpaid, and secured by said mortgage, or any part thereof, notice is hereby given, that by virtue of a power of sale contained in said mortgage, there will be sold at public auction, to the highest bidder, on Saturday, the twenty-fourth day of February, A. D., 1874, at the front door of the Court House in the village of Paw Paw, in said County of Van Buren, State of Michigan, at ten o'clock in the forenoon of said day, the premises described in said mortgage, or so much thereof as may be necessary to satisfy the amount now due and secured by said mortgage, with interest and cost, said premises being described as follows, to-wit: The south-east quarter of the south-east quarter of section twenty-eight, in township one north of range No. fourteen west. Dated Nov. 21st, 1873. 978413 WM. R. HAWKINS, Mortgagee.

Notice to Hear Claims. In Probate Court, Van Buren County: Estate of Eugene Bliley, deceased. Notice is hereby given, that said Probate Court will receive, examine and adjust all claims and demands of creditors against the estate of said deceased, and Monday, December 31st, and Monday, December 29th, 1873, are hereby assigned for hearing said claims, and six months from the date hereof are allowed creditors in which to present their claims. GEORGE W. LAWTON, Judge of Probate. Dated Paw Paw, November 17, 1873. 97846

J. H. PRATER, Having removed his stock of Family Groceries, Crockery, &c., to Van Fossen's New Brick Block, will be pleased to see all his old friends and customers at his new place of business, where they will find a fine line of Choice Groceries.

As Low as the Lowest. Also, a fine assortment of Crockery, Glass-Ware, Queensware and Stone-Ware. And as fine a line of GROCERIES as can be found in the County, which will be Sold Low for CASH. He also keeps in stock Wooden and Willow-Ware.

Remember the place—three doors east of the Dyckman House, on Main Street, PAW PAW, MICH.

Spring Trade 1873 H. S. HARRIS' Carriage Shop, MAIN STREET, PAW PAW, MICH. I have on hand a large stock of Work for the Spring Trade, which will be sold on very reasonable terms, consisting of: Phaetons, One and Two Seat-Top Carriages, One and Two Seat-Open Carriages, Buggies, Wagons, &c. Trotting Skeletons a Specialty.

Wood, Blacksmith, Paint and Trimming Shops in full blast. All Work Warranted. Work of Every Style made to Order. Jobbing and Repairing Promptly attended to. Employing none but the best of workmen, and using selected stock in all cases. I am enabled to give perfect satisfaction to all.

Sherman & Sellick Having just received a New Stock of Goods, offer for Sale \$30,000 WORTH DRY GOODS, Boots & Shoes, Ready Made Clothing, HATS & CAPS, Carpets and Oil Cloths, GENTS FURNISHING GOODS, Comprising a Beautiful line of Fancy Cassimeres, Coatings & Beavers.

Also the celebrated Derby & Manchester Suitings, Men & Boy's Clothing, BLACK & COLORED SILKS, Linens, Damasks, Towels, Ladies & Gents Linen He'kfs, Edgings, and Insertings, Nottingham Curtains, Laces, Alpacos, Mohairs, Poplins, Sheetings, Prints, &c., &c. Which makes this Assortment one of the most Extensive, varied and complete to be found in WESTERN MICHIGAN. And which the citizens of VAN BUREN COUNTY Are earnestly invited to examine. CALL ON US And we will convince you that we are Selling Goods at astonishingly low prices. Sherman & Sellick.

The True Northerner. PAW PAW, MICHIGAN, JANUARY 2, 1874 The Matteson-Morris Forgery Case. The Judge's Charge to the Jury.

Neighbors a month has passed since you entered upon the discharge of your duties in the case now to be submitted to you. During all this time you have been required to listen patiently to the testimony introduced, and to charge your memory with what you have heard. It is not to be expected that you can now recall every word that has fallen from the lips of the witnesses; but it is to be hoped that what you have heard has served to direct and point your minds to the truth in relation to the main issue involved in this case.

Jurors sometimes fall into the grave error of attributing the objections made by counsel upon the trial, to a desire to suppress and keep out of their minds facts that may have an important bearing upon the case. It is not to be expected, however, that they should do this. Jurors are officers of the Court, and though, at the bar, they appear on one side as representatives of the People and on the other side as counselors and advocates for a respondent, still their efforts would be worse than vain if they failed to furnish us with the light by which we may be enabled to discover the facts in the premises.

It is not necessary to the validity of a deed that it be witnessed and acknowledged, still when it is so witnessed and acknowledged, that is part of the deed and gives it certain legal effect that it would not otherwise have. While, as I have said, a deed is valid without being acknowledged or witnessed, the instrument as set out in the information purports to be witnessed and acknowledged. Hence if the prosecutor had put in evidence as a foundation for a conviction a forged mortgage without witnesses or a certificate of acknowledgment, I think the accused could not properly be convicted under this information. But the instrument has been introduced in evidence corresponding to the one described in the information.

When it is so witnessed and acknowledged, that is part of the deed and gives it certain legal effect that it would not otherwise have. While, as I have said, a deed is valid without being acknowledged or witnessed, the instrument as set out in the information purports to be witnessed and acknowledged. Hence if the prosecutor had put in evidence as a foundation for a conviction a forged mortgage without witnesses or a certificate of acknowledgment, I think the accused could not properly be convicted under this information.

every person who shall falsely make, utter, forge or counterfeit any deed, will, testament, &c., with intent to injure or defraud any person shall be punished by imprisonment in the State Prison not more than fourteen years, or in the county jail not more than one year. Although the statute referred to does not use the word "Mortgages," there can be no doubt but that a mortgage is a deed within the meaning of the statute. The purpose of this statute is, as declared by the Supreme Court of California in construing a similar statute, "To protect society against the fabrication, falsification, and the uttering, publishing, and passing of forged instruments, which if genuine, would establish or defeat some claim, impose some duty, create some liability, or work some prejudice to another in his rights of person or property."

Forgery has been defined as the fraudulent making or alteration of a writing to the prejudice of another man's rights. No uttering or passing of the forged instrument is necessary to constitute the crime of forgery. The crime is complete the instant the writing is made or altered with intent to injure or defraud. It was urged upon the trial that the instrument set out in the information, being in ordinary form of mortgage, given to secure the payment or discharge of some obligation, does not of itself create or purport to create any liability—that unaccompanied by a note it is an imperfect instrument and that, standing alone, it cannot be the subject of forgery. It was contended that the information should show that the note referred to in the mortgage actually existed, whether genuine or forged. It is urged that the "intent to injure and defraud," cannot be presumed from the making of an incomplete instrument. If this objection taken upon the trial was valid, it is equally so now, notwithstanding the defendant has given in evidence a note which he claims the mortgage refers to; for the respondent must be tried upon the issue presented by the information and his plea thereto. The instrument set out in the information is in due form of law, and as such, is a proper subject to be recorded.

It is urged that the instrument set out in the information is in due form of law, and as such, is a proper subject to be recorded. The instrument set out in the information is in due form of law, and as such, is a proper subject to be recorded. The instrument set out in the information is in due form of law, and as such, is a proper subject to be recorded.

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