

lake, to the landing place of their friends, the night previous, then up to the encampment of the Rangers. Guns were occasionally fired, but as no answer was returned, they soon crossed the water, and in a short time the enemy gradually disappeared, until, finally, all had departed.

The sun had nearly reached high noon, yet his lurid rays could not check the warlike Rangers, while their beloved leader was in the hands of a savage foe. They seized two of the swiftest boats, and one of each sped separately along the two opposite shores, narrowly scrutinizing the border of the lake, on each side, to discover, if possible, the landing place of the savages. The sun melted on, and down the western arch of the sky, still no trace of the retreating foe appeared. The hunter was about to give up in despair, and the boat dragged slowly on, but the thought of his daughter now again flashed upon his mind—renewed his arm and spurred him on to one more and a last effort. He seized the oar with renewed vigor, and again the boat shot down the smooth water. At length, just as the last gleam of light was fading from the water, the hunter thought he espied a dark object upon the shore ahead. When they reached it, the Rangers recognized, with joy, the garments of their leader, while the hunter easily traced, in the dim twilight, upon the sandy shore, the marks of the Indians' landing. The signal was now given to their friends across the lake, who soon gladly rejoined them. A short time was then devoted to rest their weary limbs and wait the setting of the sun declining now. But soon a dark cloud arose and stretched its angry front along the west.

Even now, a distant murmur could be heard, as of many waters, while the electric flash leaped along its border. The moon seemed to hover a moment along its top, but soon sank behind its subtle veils, leaving darkness to rest, like a funeral pall, upon the scene. The gleam of the Indians' camp-fires could now be easily distinguished, casting a faint glimmer upon the distant tree-tops.

"Come, my friends," said the hunter, "let us away—Heaven seems to favor our design." Scatching their trusty rifles, the little band began to grope their way slowly and slyly along towards the Indians' encampment. The distant light served their only guide, save where a flash of lightning now and then would render surrounding objects painfully visible, and the darkness after it doubly, deeply intense. Soon the dusky forms of the savages as they lay extended around the fire, appeared just within the faint circle where the light of the now decaying pile seemed to struggle with the surrounding night. "Halt!" low whispered the hunter, "the close with ready rifles, till I lead the captives from the scene of danger."

Not a breath was heard in the ominous stillness from the low crooning band—not a breeze moved, not a leaf, but all was silent as the death-like solitude of the tomb. An awful pause—the hunter was slyly creeping towards the fire, when a youth and maiden suddenly glided from the tent, snatched around its border, and vanished in darkness. The Rangers knew their leader, and the hunter his daughter.

"Now each mark his victim!" again said the hunter, in a low voice, "and make sure his aim." Instantly a vivid flash of lightning caused the forest to glow a moment as at noon-day, then a crash—while a giant oak, that spread its branches over the fire, was shattered, and a fragment hurled into the midst of the sleeping Indians. A wild war-whoop now sounded above the tolling thunder, and each savage started upright and clutched his tomahawk—an instant, and twenty rifles flashed, while a savage yell echoed through the forest, dying away upon the ear with stunning, quivering sound—then a low gurgle of blood arose upon the stillness of midnight—not a savage escaped to tell the mournful tale. A moment more and the father and daughter were locked in each other's arms.

A word more and our tale is told. It was a few years from the events above, that a small family circle was seated around a cheerful, festive board in a smiling cottage upon the banks of one of the New England streams. It consisted of an aged man, the parents and two lovely children. The aged man we shall introduce to the reader, as the hunter of the foregoing tale—the parents, as Mr. and Mrs. Hartwood; the two remaining ones as the grand-children of the old hunter, who smiled on them as they sought to beguile the lingering hours of age by their merry prattle. Prosperity and plenty now smiled on the colonies. The fear of the savage had gone, the storm of battle had passed, the warclouds had spent their fury and were rolled away, while the rainbow tints of peace were sitting upon their angry visage in purple and gold.

**ARMY INTELLIGENCE.—CONDITION OF THE MEXICAN ARMY.**  
We make the following extract from a recent proclamation of Santa Anna to his countrymen:—After alluding to the charges of inactivity which have been brought against him by the hostile portion of the Mexican press, he proceeds to exhibit the condition of his army as follows:—

The heroic defenders of Mexico, wounded by the balls of the enemy, are lying here, quite abandoned, without any other assistance than that which the charity and patriotism of a few inhabitants gives them.

There is not in this, fellow-citizens, any exaggeration. I appeal to the testimony of the authorities of San Luis; since the 26th of December, it has been scarcely possible to assist the troops with two days' pay, which has served more to pay off old debts than to attend to present necessities. Of the \$400,000 appropriated for the expenses of the army, only \$175,000 have come to hand, which was received in December last, and nothing this present month; and in order to help the great wants, I was compelled to engage my personal credit for the amount of \$20,000, which were lent to me on pledge of my private property, and which were sent to the division in observation at Tala. Could the army, under such miserable circumstances, make a movement? Far, very far, am I from insinuating that the Mexican soldier depends upon the promptness with which his country pays him, but there are difficulties which it is impossible for us to overcome. It is impossible to give rations to the troops when there are no rations, or to pay them when there is no money. This is, as described, the situation of the army, as courageous and as full of patriotism as any other in the world, which will sacrifice itself, with its chiefs, for the national honor; it is its wish, and if it asks for assistance, only to satisfy its wants, it does it so as to be able to approach the enemy, to sustain its good name, and the glory and liberty of the nation to which it belongs.

Useless have been, till to-day, all the endeavors I have used, all the steps that I have taken having in view the receipts of the necessary funds.—Notes over notes were almost daily repeated, showing the horrid state in which the troops were placed. The answers to all these were promises and remote hopes, which will never be realized, or if so, not fulfilled by this my duties. I think that I have fulfilled by this my duties. I think that I have fulfilled by this my duties. I think that I have fulfilled by this my duties.

and I will do it, although I would lose by that the last opportunity to acquire an immortal name; because when it concerns my country, her feelings and glory, there is nothing—nothing in the world, difficult to me. I will retire if it is thought useful, not to take the power which was conferred upon me a few days ago, because I have already said more than once that I do not wish any more employment nor other honor than that of saving my country in the present war with the United States; and as soon as it has been done I shall retire to my domestic hearth, and so human power will be able to take me from thence to public life. And if still my self-denial is not judged sufficient—if my presence is thought dangerous on the soil on which I was born—I shall seek in a foreign country an asylum for my last days, in which I shall pray constantly for the prosperity and increase of my country. Far, very far am I from having an ambition less noble and praiseworthy, because, undecieved of the value of power and distinction, there only remains to me one true pleasure, which is to deserve and enjoy the applause and esteem of my fellow-citizens.

ANTONIO LOPEZ DE SANTA ANNA.  
HEADQUARTERS, SAN LUIS POTOSI,  
Jan. 28, 1847.

### SPIRIT OF THE AGE.

THURSDAY, APRIL 1, 1847.  
V. B. PALMER,  
IS AN AGENT TO RECEIVE AND FORWARD SUBSCRIPTIONS AND ADVERTISEMENTS TO THE AGENT AT HIS OFFICE IN THE FOLLOWING CITIES:  
BOSTON—25 NASSAU STREET.  
NEW YORK—Tribune Buildings opposite City Hall.

### RECRUITING.

We are sorry, very sorry to say what we are about to. We had supposed there was some patriotism in the whig, alias federal party—we had supposed that, notwithstanding the opposition to—the condemnation and ridicule of the war, that when it came to the "case in hand" when the country actually called for troops—we had hoped that party would to some extent stand by the country. Such we are sorry to say is not the case—with a few honorable exceptions, the federal partisans oppose the war in every form, name and nature. They oppose it by ridicule, attempting to prevent soldiers from enlisting and do all in their power to retard the measures of government to bring the war to an honorable and speedy close. In view of these facts, we appeal to the DEMOCRATIC PARTY—to the PATRIOTISM, and the HONESTY of its members. There is no longer a hope, in Vermont, of making the question of this war a national measure—it must—it will be made a party measure—and for the democracy a measure of which it will in after years feel proud.

A company of troops are called for from this State. Recruiting offices are opened in different places—yet we are sorry to say the democracy look upon it as a business in which it has but little concern.—Officers have been appointed who are attached to the different stations, but without the aid and active effort of a portion of the community around, they of themselves can do but little against the opposition they have to meet from the federal party. It becomes the duty under these circumstances for the democrats to take the matter into their own hands—it becomes them to see that the honor of the state is maintained and to use all the effort in their power to fill the company called for, with Vermonters—to make it a company with which the sympathies of the people will go along, should it be called to Mexico. Already the federalists are crying that Vermont cannot raise a company—and that the democracy of the state are to be disgraced by its failure; and the like. Shall it be so? We appeal to you, Democrats of Vermont to prevent it.

Each one of you, by your influence can secure a recruit to some one of the stations selected, if you will. Shall it be said that Vermont cannot raise 85 men to sustain her honor, after all the talk that has been made about her patriotism and her readiness to do so. We trust and hope the Democracy will look at this business in its true light and attend to it immediately.—It is not a matter which only concerns those who are officially interested in getting recruits for the army, but is a business which concerns the Democratic party of Vermont, and as such we hope the party will take the matter up.

**Severe Storm.**—One of the severest snow storms, that has occurred for many years visited us on Friday and Saturday last. It blocked up the roads in this vicinity so as to render them entirely impassable until Monday morning. The mails were all behind the usual time—some of them losing their entire trips, and being compelled to lie over on the road from 24 to 60 hours. The Pomfret mail was brought from that place to this, a distance of nine miles, on foot. The snow has fallen to the depth of 12 or 15 inches, and drifted badly.

**Philadelphia, March 28.**—The storm of Friday night was as severe as it was unexpected, and we may look for sad accounts of its effects. In the city trees and houses were prostrated. The telegraph lines are all out of order. I dropped into the office during the morning while the atmosphere was heavily charged with electricity, and witnessed the singular effects produced by the action of the fluid on the wires. The cracking and snapping sounded like so many reports of pistols. The Baltimore line is blown down and washed away for the distance of 30 miles. The Pittsburg line is broken in several places, but can be repaired in a short time.

We predict peace between the United States and Mexico, in less than three months from the present date. If we are not right in this prediction, why, we will give again—that's all. It is rumored in Washington that peace negotiations are already commenced.

**RUIN! RUIN! RUIN!!!**  
The Dollar Newspaper, a paper independent in politics, has the following dose for the party that cried "ruin" before the passage and adoption of the present tariff, which we think must go down rather hard with some, as matters have turned out. But it is a dish of their own cooking and if it is not to their taste, they have nobody to blame but themselves. It is not the first time they have seen their prophecies fail, altho' the predictions have been made by "men standing in high places." Let those who have once been deceived by them take heed for the future.

The following is the item referred to: "Previous to the passage of the present revenue laws, destruction of the home market, and ruin to the farmer as the consequence, were loudly predicted. Directly the reverse has been the result. Agriculture is more prosperous, and prices of the farmer's produce are higher than for many years before. But this the partisan predictors of ruin persist in no wise attributable to the removal of obstructions from trade. Well, we will not argue the question; but they also predicted a reduction of the wages of labor, the stoppage of forges, factories, &c., and the turning off of operatives for want of employment.—How do they reconcile these predictions with the following:—

"The wages of the carpet weavers at the manufactories in Thompville and Tariffville, Conn., have been lately advanced."—Springfield Paper.

So the new law worked exactly as you said it would not. You said it would bring down American laborers to the condition of European pauper laborers. You dismissed some of your men, if we remember right, and put down the wages of others, and sold your carpets at auction, determined to be ruined, but you could not stay ruined. Wages would not stay down. What will these partisan predictors of ruin do? If they hang themselves, the rope is sure to break or the noose to slip; if they set their factories on fire, the fire goes out. They cannot ruin themselves, do what they will. The grass will grow, the sun will shine, the people will have goods at profitable prices. They are compelled to be prosperous, and there is no help for it. It must be submitted to.

**The Law of Manure.**—A case was recently decided by the Supreme Court of Vermont, sitting at Woodstock, involving the right to manures made on a farm previous to its sale. The court held that all manures belonged to the freehold, and passed with the farm at its sale, and that the previous occupant of the farm, who made his manures from his own materials had no right to remove them. This is directly opposed, we believe, to a decision of the Supreme Court of Massachusetts, which held manure to be personal property. As both decisions were made under the common law—there being no statute in either state applying to the case—we are bound to believe that "the perfection of human reason" varies very much in different localities.—Boston Daily Mail.

We publish to-day a minute of *Webster vs. Ellison*, (the case above referred to) from which it appears that the Federal states too broadly the decision of the court. The court gave importance to the fact, that the plaintiff had no notice of the tenant's intention to remove the manure holding that manure, made from the products of the farm in the usual course of husbandry, was, according to the rules of good husbandry, necessary to the farm—and that, in the absence of any understanding or contract between the parties, a tenant could not be permitted to carry off from the farm, manure made as aforesaid.

Under the new law not more than one sheet of paper can be enclosed in the same envelope, with a single postage, unless for the same individual.

Transient papers are charged three cts. postage, and in all cases are to be prepaid. To avoid this, individuals who wish to send papers to a friend may leave their orders at the office and the publisher of the paper may send for them the same as heretofore.

**'Drowning men catch at straws.'**—The editor of the Keene, N. H., Sentinel, after running up the vote for member of Congress in that district, consoles himself by finding that Wilson is beat only 582 majority. "This is much better than we expected," he says. We think his anticipations must have been small if he is satisfied with such realities—nothing like resignation.

Capt. Pitman's company of U. S. troops have left Fort Adams for Mexico, where they will embark for Mexico.

From New Mexico.—The St. Louis Republican of the 11th instant, announces the arrival of Mr. Hoffman (from Independence or Bent's Fort). He expresses no doubt of the correctness of the news from Taos, of the insurrection and murder of Gov. Bent, and of other Americans there. The information came to him from different sources, all agreeing in the details; and at Bent's Fort, where news of the murder had previously been received, they were satisfied of its correctness. The signal for the bloody work was given about daylight, and forthwith the murderers, who had concealed themselves in different parts of the village, fell upon their victims, all unprepared for defence and despatched them. Tiley's distillery, or what may be termed the block house, was defended for two days against the assaults of the enemies, but at last they undermined it, the inmates attempted to escape by jumping from the top, and in their defence and flight, seven out of the eight persons were killed. The man who escaped feigned to be dead, but at the proper time started for his house some miles distant. When he reached there he sent express to Bent's Fort, informing them of the state of affairs at Taos. An effort was making by Wm Bent to raise a force to go against the insurrectionists, but it was somewhat doubtful whether it would be successful.

The Revell's says: It is supposed that about fifty persons have recently perished on the route to Santa Fe, from starvation and exposure. They were principally persons who had gone out in the employment of government as teamsters. Our correspondent writes that an express was sent to Bent's Fort with an escort to meet Capt. Murphy, and protect him against any attempt of the Mexicans to seize the funds. This movement, his proved, no doubt, a wise precaution.

### SUPREME COURT—WINDSOR COUNTY. MARCH TERM, 1847.

*Whitell et al. vs. Streeter et al.*  
IN CHANCERY, WINDSOR CO. MARCH T. 1847.—This case came up for a hearing on Wednesday the 17th inst. at 11 A. M. Kellogg J. having been of counsel, the hearing proceeded before his honor Royce Chief J., and Redfield and Davis Assistants. Counsel for the Orators Mr. C. French and Hon. Mr. Peck; for the Respondents Hon. Mr. Phelps of U. S. Senate, Mr. P. T. Washburn, Mr. Hodges and Mr. Fullam.

The questions in this case involve an amount of many thousand dollars. The Bill charges that in 1835-6-7, the orators being merchants in Boston, entered into a contract with the defendants as copartners under the name of the "Green Mountain Manufacturing Company," and subsequently as copartners in the "Green Mountain Woolen Manufacturing Company" of Ludlow Vt. to furnish them with funds by drafts and acceptances to purchase wool and materials for manufacturing woolen goods, and claimed that said defendants in both companies, were by the terms of said contract, to consign to them the Orators, all goods thus manufactured, to be by them sold on commission, and the avails after deducting commission and other costs, to pass to the credit of defendants. The Bill also charged that said Orators, and said defendants by their agent, made a written contract under seal January 1, 1836, by which said wool, thus purchased and the cloths made therefrom should be and remain the property of said Orators until delivered them and sold in Boston and avails applied as aforesaid.

That under said contract, between the 1st of January 1836 and the 19th April 1837, wool amounting to sixty thousand pounds costing over forty thousand dollars had been thus purchased by the respondents with the funds of the Orators, and that by virtue of said contract, and of a contract made on hand at their manufactory in said Ludlow over 30,000 pounds of wool, and the avails thereof thus purchased. And that on said 19th April, in violation of the terms of said contract, said respondents assigned, transferred and delivered to one William Warner, one of said copartners and copartners the whole of said wool and cloths with the fraudulent purpose of placing the same beyond the reach of said Orators, well knowing that said wool and cloths or most of them had been purchased with the funds of the Orators under said contract. And praying that an account might be taken between the parties, and that such balance as should be found due the Orators should be paid, or else the defendants be decreed to deliver up to them said wool & cloths, &c. for other relief, &c. The testimony which consisted of a great number of Depositions, letters, drafts, deeds, &c. occupied the time of the Court in the reading till four P. M. of the 17th.

The Orators claimed to recover of the defendants as copartners on the ground that from April 1835 to January 1836, they, the defendants conducted their business as copartners at which time they owed the Orators about \$20,000. The defence set up by the defendants as copartners was, that the balance originally due from them as such had been transferred by the Orators to the corporation, and that since said transfer, a much larger amount than said sum so originally due January 1, 1836, had been paid by the corporation by a consignment of goods as per accounts of said W. B. & Co. rendered. And further that said W. B. & Co. having subsequently said transfer recorded a judgment at law against said corporation including said original balance, that the debt thereby became merged in their other advances made to said defendants and charged them in account. Whereby they were estopped from a recovery even in chancery upon, and by virtue, of the original indebtedness and liability.

This position was attempted to be met by the Orators, by the fact that although payment had been thus made, still W. B. & Co. during the time of the making said payments, advanced said defendants large amounts exceeding at all times the said payments, and that in absence of any agreement that the payments thus made, should go to extinguish the first debt, and inasmuch as said corporation was insolvent, they had the right to elect the manner of applying said payments.

The Orators further claimed to recover of the defendants, as copartners, and insisted that they having on said 19th of April assigned said wool and cloths as aforesaid, for their own benefit, they did so in fraud of the said Orators, and were consequently personally liable to the Orators for the value of the property so assigned.

This position was resisted by the defendants on the ground that the contract aforesaid was that of the agent and not of the corporation, that he had no authority to execute it and they were not bound by it.

The arguments of counsel were prolonged till four P. M. of the 10th. The Court adjourned on Saturday the 20th without delivering an opinion.

*Joseph Fletcher vs. The Administrator of James Barnard.*  
Argued at a former term.

Royce, C. J. The question in this case was whether, the defendant being sued on a note after it had laid several years, it is admissible, in order to prove payment, to show, in connection with other circumstances, that the plaintiff was in embarrassed circumstances for some time before suit brought. It was held to be admissible.

*John Woodbury vs. Nathan Parker.*  
Judgment in the County Court for the Defendant. Exceptions by the plaintiff. Argued by Mr. Barrett and Mr. Converse for the plaintiff, and Mr. Hanton for the defendant. Opinion of the Court pronounced by Royce, C. J. Judgment of the County Court affirmed.

**TROVER FOR A YOKE OF OXEN.**  
On trial, the plaintiff in order to show his title, offered in evidence an execution of Downer vs. Wilson, with the return thereon, by which it appeared that the plaintiff as Deputy Sheriff, levied said execution on said oxen, and that at the sale thereof in due form of law on said execution, they were struck off to the plaintiff as the highest bidder. By a receipt on the execution—it appeared that the plaintiff as Dep' Sheriff had paid to the creditor the full amount of the execution, and by an endorsement signed by the debtor as well as by the return thereon, it appeared that the Debtor turned out the property levied upon, and was present at the sale. The return was objected to, and rejected. The Deft. offered no proof.

Held by the Supreme Court, that the return had no tendency to prove title to the oxen in the plaintiff—that in the language of Redfield J. in *State vs. Miller* 15. Vt. p. 214, a sale by an officer on execution to himself is in law no sale.

The case of *Mills vs. Goodsell* 5 Conn. Rep. was cited as good law. It was said by the Judge that the officer having property by virtue of process, in addition to being agent of the law, trustee for both debtor and creditor—and stands in a position of higher responsibility than an ordinary trustee—that an ordinary trustee may take a title on the sale of the trust property to himself—but that an officer could not do even that.

*Jol Lull vs. Caleb F. Matheus.*  
Judgment in C. C. for the plaintiff. Exceptions by the defendant. Argued by Mr. Converse for the plaintiff, and by Mr. Coolidge for the defendant. Kellogg, J. pronounced the opinion of Court. Judgment of the County Court reversed. Case remanded to the County Court for another trial.

Assumpsit for the price of wood. Evans had mortgaged his farm. After foreclosure and just before the time of redemption expired, he cut and piled up on the said farm the wood in question. The wood was attached by Plaintiff's deputy on a writ against Evans, and by some arrangement was sold before judgement by the officer to the defendant. The sale was made after the time of redemption had expired, the wood was then remaining where it was first piled. The mortgagee forbade the defendant to remove the wood, and he did not remove it.

Held that Evans had no property in the wood and nothing passed to Mathews by the sale, even if it be treated as a regular Sheriff's sale,—that the wood belonged to the mortgagee.

pronounced by Royce, C. J. Judgment of the County Court affirmed.

*Solomon Downer vs. Clark Chamberlain.*  
Judgment in C. C. for defendant. Exceptions by the plaintiff. Argued by Mr. Hanton and Mr. Tracy for the plaintiff, and by Mr. Walker and Mr. Chandler for the defendant. Opinion of the Court pronounced by Kellogg, J. Judgment of the County Court reversed. Case remanded for another trial.—Davis, J. dissenting.

Debt on judgment. Defendant pleaded discharge in Bankruptcy,—and among other things, alleged in his plea that "notice was published three weeks successively" in a certain paper.—The replication traversed the plea and tendered the issue, which was joined. The defendant, to prove his plea, introduced records of the U. S. District Court, by which it appeared that, though the first publication of notice in the paper named was more than 20 days before the day of hearing, the notice was not "published three weeks successively," as was alleged.

The court charged the jury if there was any publication more than 20 days before the day of hearing it was a compliance with the law, and the proof sufficient under the plea. The Supreme Court held that, though it was not necessary to have made the allegation, still as it had been made it could be treated as most, as immaterial, and not pertinent. True the Bankrupt act only required 20 days before the hearing. But the same act provides that the courts may make rules for proceedings in Bankruptcy. The rules, which are put into the case and profert in the plea, provided that notice shall three weeks successively. The defendant was therefore bound to prove this allegation.

*Augustus P. Hanton, vs. Clark Chamberlain.*  
Judgment in C. C. for defendant. Exceptions by the plaintiff. Argued by Mr. Weymouth and Mr. Hanton for the plaintiff, and Mr. Walker for the defendant. Opinion of the Court pronounced by Davis, Judge. Judgment of the County Court reversed. The case was remanded for another trial.

*The Town of Hartford, vs. The Town of Hartford.*  
(Pauper Case.) Judgment in C. C. for Hartford. Exceptions by Hartford. Argued by Mr. Barrett and Mr. Converse for Hartford. Opinion of the court pronounced by Royce, C. J. Judgment of the County Court affirmed.

Appeal from order of removal. Issue in two pleas. One that settlement was not in Hartford; the other that the pauper was not chargeable. The pauper's settlement was in Hartford unless one had been gained by seven years' residence, under the 8th sec. of the act of 1817. Held also, that he could not commence gaining a settlement in Hartford till he was of the age of legal majority.

Held also, that a removal to Lebanon with his family and effects, and setting up business and residing there three or four months, and then removing to Hartford, so as to prevent settlement there may have been an intention when he removed to Lebanon of returning to Hartford at sometime.

Under the second plea, it was held that where the pauper was a sickly widow, and had four small children, though there may have been some means existing out of which she may have subsisted only for a short time, the court would not in that case disturb the order; especially as there did not appear to be any collusion, on the part of Hartford, to get rid of the pauper at that time, to prevent the pauper from gaining settlement—three or four years being necessary in order to gain the pauper a settlement in Hartford.

*Enoch Withers v. Alpha Ellison.* Judgment in C. C. for the defendant. Exceptions by the plaintiff. Argued by Mr. Fullam for the plaintiff, and by Mr. Chandler for the defendant. Opinion of the Court pronounced by Kellogg, J. Judgment of County Court reversed.

Trespass for carrying away manure. The plaintiff purchased a farm which the defendant was occupying as tenant to the plaintiff's grantor.

In February the defendant carried away the manure which had been manured during the winter by the plaintiff, &c. raised on the farm the previous season. The manure had been kept in the stable, with the intention on the part of the defendant of removing it.

The plaintiff purchased the farm within the same winter and prior to the removal of the manure, and at the time of purchase had no notice of the defendant's intention of carrying away the manure. The defendant's tenancy expired the first of the next April, and the plaintiff at the same time came into possession of the farm.

Held that the manure belonged to the freehold and passed by the deed to the plaintiff,—that the defendant had no right to remove it.

*Ephraim Jones, Adm'r vs. Lewis Robinson.* Judgment in C. C. for the plaintiff. Exceptions by the defendant. Argued by Mr. Coolidge and Mr. Tracy for the plaintiff, and by Mr. Barrett and Mr. Fullam for the defendant. Opinion of the Court pronounced by Royce, C. J. Judgment of the County Court affirmed.

*Benjamin B. Sargeant vs. Luther Adams and Simon Sherwin.* Judgment in C. C. for the plaintiff. Exceptions by the defendant. Argued by Mr. Barrett and Mr. N. Richardson for the plaintiff, and Mr. Adams for the defendants.—Opinion of the Court pronounced by Royce, C. J. Judgment of the County Court reversed. Case remanded for another trial.

*Thomas R. Foster v. Riley A. Deming & Co.* Judgment in C. C. for plaintiff. Exceptions by the defendant. Argued by Mr. P. T. Washburn and Mr. Adams for the plaintiff, and by Mr. N. Richardson for the defendant. Opinion of the Court was pronounced by Davis, J. Judgment of County Court affirmed.

*Daniel L. Bacheller v. Silas Warren.* Judgment in C. C. for the defendant. Exceptions by the plaintiff. Argued by Mr. N. Richardson and Mr. Fullam for the plaintiff, and by Mr. P. T. Washburn and Mr. Tracy for the defendant.—Opinion of the Court pronounced by Kellogg, J. Judgment of the County Court reversed. Case remanded for another trial.

*Luther Adams vs. Reuben Dancklee, B.* Judgment in C. C. for the defendant. Exceptions by the plaintiff. Argued by Mr. Adams for the plaintiff, and by Mr. Barrett and Mr. N. Richardson for the defendant. Opinion of the Court pronounced by Royce, C. J. Judgment of the County Court reversed. Case remanded for another trial.

*Ira Davis vs. Mary Partridge, Adm'r.* Exceptions to Judgment on report in C. C. Exceptions by defendant. Argued by Mr. Converse for the plaintiff, and by Mr. Chandler for the defendant. Opinion of the Court pronounced by Kellogg, J. Judgment of the County Court affirmed.

In this case the Court held, that under the provision of the Statute for the support of the family for 8 months after the decease of the husband, the Administratrix could not be allowed, out of an insolvent estate, to provide for a minor son a coat of six dollar broadcloth, although he was, at the time, a member of college, and such cloth was suitable to his degree, as being worn by his fellow students—not to pay the expenses of another minor son at an academy fitting for college,—that she could be allowed for providing only such necessaries as the father would have been liable for, if procured by these sons, had he been living—that the provision contemplated by the statute was only the ordinary necessaries and clothing of the family, necessary for decency and comfort.

*Benjamin Smith, Jr. vs. Albert Onion and James Lovell.*  
Appealed from Chancery by the complainant.—Argued by Mr. Adams and Mr. Chandler for the complainant, and by Mr. Converse and Mr. N. Richardson for the defendants. Opinion of the Court pronounced by Davis, J. decree of the chancery reversed. Case remanded for a decree according to the mandate of the Court.

*Enoch H. West v. The Bank of Manchester & others.*  
Appealed from Chancery by the complainant. Argued by E. Hutchinson, for the complainant, and by Mr. Converse and Mr. Adams for defend-

ants. Opinion of the Court pronounced by Redfield, J. Decree of the chancery affirmed.

From the Burlington Free Press.  
*John Adams vs. Alfred Gay.*  
Trover for a horse. It appeared that the parties exchanged horses in the state of N. Hampshire, on Sunday, and that the defendant deceitfully and fraudulently sold the plaintiff's horse and defrauded the plaintiff in the trade. The deception was discovered the same day, and notice given to the defendant, and, within a reasonable time after and not on Sunday, the plaintiff tendered back the horse he had received and demanded that the defendant should return the horse to him. The defendant refused to do so, and insisted that the trade, having been made on Sunday, was so affected with illegality, that the plaintiff was not entitled to recover. Verdict for plaintiff, exceptions by defendant. A point was now made by the counsel for the plaintiff, that it did not appear upon the bill of exceptions, that there was in New Hampshire at the time of the exchange any statute, by which the contract on Sunday was prohibited, and that this court could not judicially notice the fact, that there was such a law. Argument by J. Converse and J. W. Richards for deff., and by P. T. Washburn, for plit.:

The Court, per Redfield, J. held that matters criminal law and of police regulation in other States should not be judicially noticed by the court; that there is a distinction, in this respect between laws of this character and laws respecting the taking of depositions, or the general obligation of contracts; and that in strictness, the law of New Hampshire, in reference to contracts made on Sunday, should have been proved in this case, but the court intimated, that they should not decide the case upon this ground, without giving the defendant an opportunity to amend his case.

The court also held, that the authorities show that a contract made on Sunday, is not immoral in itself, and that it is prohibited by express statute, and that it would be extremely difficult to hold general principles, that a contract made on Sunday is immoral in itself, when it is apparent that there are so many different and conscientious opinions upon the subject,—as in the case of seventh day habits, the Roman Catholics, Quakers,—who hold all days alike, and the Unitarians, who hold certain days as Ash Wednesday and good Friday, to be more sacred than the ordinary sabbath. That, therefore, the court could not sustain the defence on the ground that the contract was immoral in itself.

The court also intimated, that even if it be taken as granted that there was in the state of N. Hampshire, a stated law of the nature claimed by the defendant, it was matter of doubt, whether after all, the courts of this state ought to give effect to it in the method claimed; whether the suing to interfere with contracts, which are legal as they are made so by statute, is not a matter of policy, saying that we will not help men, who have violated our own laws.

The court also held, that they were not prepared to say, that a party may always proceed in defiance of an act of a contract, illegal by statute; but in this respect, Sunday contracts may be distinguished from other contracts tainted with illegality, that all illegal contracts when purged of their illegality, become valid; but that a contract immoral in itself, and void for that, cannot be purged; that it is shown by the authorities, that Sunday contracts may be purged of their illegality by a subsequent ratification; that they stand like promises made by an infant, which may not be ratified, or like contracts, without status of frauds, for the sale of lands, where price has been paid and performance has been commenced; that, in case of a Sunday contract, the party may demand the property, and the refusal to deliver it to be treated as an affirmation, that this may be done by either party; that was the only salutary doctrine, which could be applied to cases of this character, and that the force the judgment of the court below was affirmed.

### THE ARMY.

From the Daily Mail.

The last despatch received at Washington is dated Agua Nueva, Feb. 21, and says nothing about the approach of Santa Anna, although the orders given for advance of more troops to Monterey, and cautionary details of those orders, show that Gen. Taylor was perfectly aware he had an enemy in the rear as well as in front. The accounts by the way of Tlaxico are extremely vague; indeed the reliable intelligence from that direction are the letters of Santa Anna, published in the Mexican papers, in which he avows his intention of attacking Gen. Taylor (who, he understood had 8000 men, we wish he had,) at Agua Nueva on the 21st. From this may have sprung all reports of battle, which, it will be recollected, have been entirely through Mexican sources. They took their General's word; and because he said he shot and beat Gen. Taylor on the 21st, they supposed he had done so as a matter of course. But the despatch referred to is dated on the 21st at Agua Nueva, Capt. Henrie left Saltillo on the 22d, Mr. Jarvis on the 23d, and there had no battle up to those dates, and these the very last authentic accounts from Taylor. The communication between Camargo and Monterey was cut probably either by Gen. Urrea or Minon, and everything received since mere Mexican rumor, which is much likely to be false than true. There certainly that Gen. Taylor has fallen from Agua Nueva, or that his communication with Monterey is cut off; all that is quite likely that, if Urrea is between Camargo and Monterey, Minon is between the Ricomada and Monterey. In the event posture of our troops, we have no son to believe that either Urrea or Minon or both together, are in sufficient force to do anything more than cut off communication.

As to the movements of Gen. Scott it is now nearly time to learn the result of his attack on Vera Cruz, was made on the day contemplated, there may and probably have been details and we may have to wait a week or night for particulars. The *Alexandria Gazette* says, we have seen a letter from the island of Lobos, dated the 25th February, which states that there has been a most unreasonable delay in the arrival of transports and munitions of war at that place.

The expedition to Vera Cruz will consist of about 12,000 troops and probably 100 sail of all kinds. Gen. Scott, said he expected to have boats enough to 5000 troops at once. A letter in the *York Journal of Commerce* states that 40 howitzers, capable of discharging shells in a minute, have been sent to Vera Cruz, to be used half a mile in the rear of the city. The letter adds—"They from that point, destroy the town in hours, if necessary. If the Mexicans should make a rally, Gen. Scott is ready to receive them. The position commands the castle—that is, the throw forty shells every minute in the castle—and, at a distance of 3-4 of beyond the range of any gun in the world." The Charleston *New* says the plan of the attack on Vera Cruz, which the South Carolina regime made to attack the northern wall